

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 29-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. Mod 22 ACRN Changes		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 taynelle.mccloud@navy.mil 301-000-0000	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Precise Systems 46591 Expedition Drive Suite 200 Lexington Park MD 20653-5113		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4500-M804
		10B. DATED (SEE ITEM 13) 01-Dec-2006
CAGE CODE OGM03	FACILITY CODE 603124512	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Estella Balmaceda, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Estella Balmaceda	16C. DATE SIGNED 29-Jun-2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to change ACRN for SLINS 400009 and 600006 from BG to BH.... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$30,046,366.06 to \$30,046,366.06.

The total value of the order is hereby increased by \$0.00 from \$33,216,055.00 to \$33,216,055.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1000	Labor- Base Year (OTHER)	1.0 Lot		\$4,652,838.36
100001	Labor Funding - Base Year (OTHER)			
100002	Labor Funding - Base Year (OTHER)			
100003	Labor Funding - Base Year (OTHER)			
100004	Labor Funding - Base Year (OTHER)			
100005	Labor Funding - Base Year (OTHER)			
100006	Labor Funding - Base Year (OTHER)			
100007	Labor Funding - Base Year (OTHER)			
1100	Labor - Option 1 (TBD)	1.0 Lot		\$7,884,866.64
110001	Labor Funding - Option 1 (TBD)			
110002	Labor Funding - Option 1 (TBD)			
110003	Labor Funding - Option 1 (TBD)			
110004	Labor Funding - Option 1 (TBD)			
110005	Labor Funding - Option 1 (TBD)			
110006	Labor Funding - Option 1 (TBD)			
1200	Labor - Option 2 (TBD)	1.0 Lot		\$8,105,340.00
120001	Labor Funding-Option 2 (TBD)			
120002	Labor Funding-Option 2 (TBD)			

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120003 Labor
Funding-Option 2
(TBD)

120004 Labor
Funding-Option 2
(TBD)

120005 Labor
Funding-Option 2
(TBD)

120006 Labor
Funding-Option 2
(TBD)

120007 Labor
Funding-Option 2
(TBD)

120008 Labor
Funding-Option 2
(TBD)

120009 Labor
Funding-Option 2
(TBD)

1300 Data - Base Year

1400 Data - Option 1

1500 Data - Option 2

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000 Other Direct Costs - Base Year (OTHER)	1.0 Lot		\$775,197.10
300001 ODCs Funding - Base Year (OTHER)			
3100 Other Direct Costs - Option 1 (TBD)	1.0 Lot		\$1,351,473.90
310001 ODC Funding - Option 1 (TBD)			
310002 ODC Funding - Option 1 (TBD)			
3200 Other Direct	1.0 Lot		\$1,105,732.00

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Costs - Option 2
(TBD)

320001 OTHER DIRECT COST
(TBD)

320002 OTHER DIRECT COST
(TBD)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000 Labor - Option 3 (TBD)		1.0 Lot :		\$8,234,875.00
400001 Labor Funding in support of CLIN 4000 (TBD)				
400002 Labor Funding in support of CLIN 4000 (TBD)				
400003 Labor Funding in support of CLIN 4000 (TBD)				
400004 Labor Funding in support of CLIN 4000 (TBD)				
400005 Labor Funding in support of CLIN 4000 (TBD)				
400006 Labor Funding in support of CLIN 4000 (TBD)				
400007 Labor Funding in support of CLIN 4000 (TBD)				
400008 Labor Funding in support of CLIN 4000 (TBD)				
400009 Labor Funding in support of CLIN 4000 (TBD)				
4100 Labor - Option 4 (TBD) Option		1.0 Lot		\$8,524,195.00
4300 Data - Option 3				
4400 Data - Option 4				

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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Other Direct Costs - Option 3 (TBD)	1.0 Lot	\$1,105,732.00
600001	Other Direct Costs - Option Year 3 (TBD)		
600002	Funding in support of CLIN 6000 (TBD)		
600003	Funding in support of CLIN 6000 (TBD)		
600004	Funding in support of CLIN 6000 (TBD)		
600005	Funding in support of CLIN 6000 (TBD)		
600006	Funding in support of CLIN 6000 (TBD)		
6100	Other Direct Costs - Option 4 (TBD) Option	1.0 Lot	\$1,105,732.00

Additional SLINs and/or CLINs may be created to accommodate different types of funds that may be used to fund this effort.

CLINs 1000,1001,1002,1100,1101,1102,1200,1201,1202,4000,4001,4002,4100,4101 and 4102 are COST-PLUS FIXED-FEE. CLINs 3000,3100,3200,6000 and 6100 are Cost Reimbursable.

The exercise of option CLIN 4000, 4001,4002, 6000, 4100,4101,4102 and 6100 are contingent upon the award term option period at the basic contract level being exercised.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Acquisition of Technical and Programmatic Services for PMA-274 Presidential Helicopters Program Office
28 January 2010

****Unless specifically delineated by O&MN,N or APN, all efforts are funded by RDT&E funding.**

1.0 Introduction

The Presidential Helicopters Program Office, PMA-274, at NAVAIR Patuxent River, Maryland is acquiring support services, to include: Production and Quality Assurance; Configuration Management (CM); Acquisition Management/Milestone (MS) Documentation Support; Corporate Systems Interface and Integrated Digital Environment (IDE) Support; Executive, Administrative, Data Library Management, Security/Information Assurance (IA), Visitor Control and Facility Management Support; Engineering and Technical Support Services.

2.0 Background

PMA-274, a program under the Program Executive Officer, Air ASW Assault and Special Mission Programs (PEOA), supports the Presidential Helicopters fleet. This fleet consists of the In-Service VH-3D and VH-60N platforms as well as the replacement platform. The mission of these helicopters is to provide safe and timely transportation for the President and Vice President of the United States, members of the President's Cabinets, and Foreign Dignitaries as directed by the White House Military Office (WHMO).

PMA-274 has full cradle to grave responsibility for the current and replacement Presidential Helicopter fleet. PMA-274 provides the leadership, expertise and all encompassing support to transform user requirements into affordable, timely and effective solutions. VH-71 was being procured as the new Presidential Helicopter (ACAT 1D) replacing the In-Service fleet. On 15 May 2009 an ADM from USD (AT&L) cancelled the VH-71 program. Following the decision to terminate, the replacement platform designation reverted back to VXX. The VXX program is currently progressing to a Material Development Decision (MDD) which will be followed by an Analysis of Alternatives (AoA). Following completion of the AoA and a successful Milestone A decision, early Technology Development phase activities will commence. The In-Service program is currently in the sustainment phase of acquisition working cockpit and communications upgrades, rotor blade upgrades, impact studies, retirement and disposal research.

3.0 Scope

The objective of this effort is to acquire essential support services in support of PMA-274 integrated defense acquisition life cycle management framework. Life cycle management support includes, but is not limited to: execution of acquisition; program/project administration; data management/data library support; hangar security and facility management; acquisition MS documentation support; research, development test and evaluation (RDT&E); visitor control; risk management; configuration management; quality assurance (QA) and production; IA support and expertise; Corporate Systems Interface/IDE support and expertise; administrative, technical and engineering services in support of Presidential Helicopters Replacement program and In-Service platform missions.

4.0 Applicable directives

DoDD 5000.1

DoDI 5000.2

Defense Acquisition Guide (DAG)

Federal Acquisition Regulation (FAR)

NAVAIR 00-25-300

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NAVAIR 4130.1

Naval Correspondence Manual

Joint Travel Regulations (JTR)

CJCSI 3170.01E

CJCSM 3170.01B

CJCSI 6212.01C

DoDD 8500.1

DoDD 4630.5

MIL-HDBK-61A(SE)

EIA-649-A

NAWCADINST 3432.1A

NAVAIR PID Guide – 2003 Edition

5.0 Performance requirements

5.1 Production/Quality Assurance Support

5.1.1 The contractor shall be familiar with all aspects of generally accepted production techniques currently used in today's industrial practices, including: production scheduling, staffing, procurement, maintenance of equipment, quality control and inventory control.

5.1.2 The contractor shall be capable of monitoring product standards, inspect samples of finished goods, and assure continuous quality improvement practices are maintained.

5.1.3 The contractor shall conduct independent assessments and analysis in support of the VH-71 program, as follows:

5.1.3.1 Provide component test and evaluation planning, resource assessment, data collection and data analysis support. Make recommendations for improvements to the systems or resolution of problems related to the systems that are necessary to support VH-71 production.

5.1.3.2 Provide inputs for management conferences, production readiness reviews (PRR), and site surveys. This will include pre-conference research, issue paper preparation and post-conference follow-up support including problem tracking, resolution, and status reporting.

5.1.3.3 Assess known and potential production deficiencies and make recommendations for correcting the deficiencies.

5.1.4 The contractor shall review and provide status of manufacturing production operations. This should include analysis/surveillance of production issues at prime, sub contractor and its supplier facilities. The contractor shall assess the prime contractor's performance relative to meeting contract requirements, identification of potential problem areas such as systemic manufacturing issues, and recommend joint government/contractor alternatives to resolve. The contractor shall review prime and subcontractor assembly instructions, bill of materials (BOM), assembly work orders, material lead times, manufacturing requirements planning systems (MRPS) data, trade studies, special

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tooling/special test equipment requirements, master control media, and interchangeability. The contractor shall review data items as required and provide comments to VH-71 Production Integrated Product Team (IPT) Lead in the form of weekly highlights, meeting minutes, debriefs, reports, and presentations. The contractor shall assess, report, and manage production/manufacturing planning and execution risks. The contractor shall execute PRRs for new subcontractors and/or engineering changes. This includes readiness reviews of VH-71 prime contractor and subcontractors. Effort consists of site visits and formal documentation of findings in PRR database. The contractor shall support program reviews, technical reviews, technical interchange meetings, and Production IPT meetings. This includes visits to VH-71 prime contractor, various subcontractors and Government facilities.

5.1.5 The contractor shall review and provide comments on new and modified production facilities at VH-71 prime contractors and subcontractors sites. This should include analysis of production floor layouts, inventory receipts, warehousing, tooling and test equipment requirements.

5.1.6 The contractor shall review, provide comments, and recommend prioritization for addressing actions on production schedules, manufacturing transition plans, and material supply lists. This should include developing and managing a tracking system(s) that will identify production schedule, aircraft build cycle, part/kitting availability, material, and facility availability issues. The contractor shall assess and analyze all issues identified within the tracking system(s) to include production schedule impacts and overall program impacts.

5.1.7 The contractor shall provide Production IPT support for management conferences, program reviews, PRRs, integrated baseline reviews and site surveys. This should include preparing production briefs and presentations, production manpower analysis, resource monitoring, meeting attendance and meeting minutes. The contractor shall participate in other required IPT meetings and reviews to ensure all issues and concerns relating to the Production IPT are addressed.

5.2 Configuration Management Support

5.2.1 The contractor shall perform all aspects of configuration management for the Presidential Helicopters Program, PMA-274.

5.2.2 The contractor shall provide analysis and evaluation of training, logistics, cost, readiness, supportability planning and development specific elements of configuration management.

5.2.3 The contractor shall provide configuration management support that enhances the program office in acquisition policy as it relates to configuration management.

5.2.4 The contractor shall participate proactively in determining feasibility of planned and modification programs, review CM policy documentation, and ensure consistency with modification program requirements.

5.2.5 The contractor shall compile statistics, prepare charts, and prepare graphs pictorially portraying metrics using the standard NAVAIR approved configuration management system.

5.2.6 The contractor shall assure compliance with all elements of Configuration Identification (CI) processes, which includes:

5.2.6.1 Selecting configuration items at appropriate levels of product structure.

5.2.6.2 Determining the types of configuration documentation required for each CI to define its performance, function and physical attributes, including internal and external interfaces.

5.2.6.3 Determining the appropriate configuration control authority for each configuration document consistent with training and logistics support planning for associated CI.

5.2.7 The contractor shall prepare Engineering Change Proposals (ECPs), Engineering Change Orders (ECOs), Notices of Revision (NOR), and Specification Change Notices (SCNs). The Contractor shall prepare technical inputs for Configuration Control Board (CCB) consideration. The contractor shall review and assess ECPs, Technical Directives (TDs), and publication changes impacting the Presidential Helicopters Program to assure that cost, schedule, training and Acquisition Logistic Support (ALS) requirements are properly addressed, consistent and within known program

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constraints. The contractor shall provide recommendations regarding problem areas, improvements, planning factors and impacts.

5.2.8 The contractor shall conduct technical analyses of program airframe, propulsion systems, mission systems, and other program ECPs, Requests for Deviations and Waivers, proposed Rapid Action Minor Engineering Changes (RAMECs), and Engine Service Bulletins for impact on system support items such as spares, technical manuals, trainer/training, support equipment, and initial support. The contractor should identify changes to individual support elements requirements data/ planning documents and provide recommended revisions.

5.2.9 The contractor shall conduct analyses and evaluation of ECPs, proposed RAMECs and other configuration change documentation to identify the total logistics impact of change. The contractor shall verify all acquisition, engineering, and ALS requirements with planning relative to the Presidential Helicopters Program aircraft, its systems, subsystems and related program requirements. This should include other commands, IPTs and cognizant field activities requirements concerning supportability capabilities and modifications.

5.2.10 The contractor shall provide PMA-274 CCB Change Request Forms on Presidential Helicopters Program aircraft and its systems and subsystems change requests/proposals. This should include coordination and distribution of CCB change requests/directives for staffing to obtain concurrence for proposed changes.

5.2.11 The contractor shall conduct analyses of program acquisition, engineering, training and ALS documentation related to the CM Program, ECPs, proposed RAMECs, and TDs. The contractor shall provide recommendations for timely CM, ECPs, RAMECs, and TD reviews, implementation, and support.

5.2.12 The contractor shall conduct analyses of proposed Presidential Helicopters Program weapon system TDs. The contractor shall conduct continuous document review to ensure compliance with approved ECPs and Technical Directive Detailed Data Sheets (TDDDs) and should ensure all affected logistics elements have been addressed per current NAVAIR 00-25-300.

5.2.13 The contractor shall provide engineering, training and analytical support with recommendations for improving the quality and efficiency of the team's CM process using various management tools including, but not limited to, Enterprise Resource Process (ERP), Multi-User Engineering Change Proposal Approval and Review System (MEARS), Configuration Management Information System Data Base (CMIS), Technical Directive Status Accounting (TDSA), Integrated Weapons Systems Data Base (IWSDB), Resource Allocated Management Program (RAMP), Kit Management Information System (KITMIS), VH Express Integrated Digital Environment (IDE) and Projectlink.

5.2.14 The contractor shall provide technical support services to populate the Modification Management Information System/Common Management Information System (MODMIS/CMIS) with data relevant to ECP processing and management. The contractor shall provide validation of data to ensure completeness and accuracy.

5.2.15 The contractor shall provide program specific training and ALS-ECP review procedures which allow identification of impact(s) of ECPs relative to support resources, maintenance and life cycle cost (LCC) requirements. Procedures should consider: (1) collection of standard Logistics Support Analysis (LSA)/Maintenance Plan Analysis (MPA) requirements and baseline procedures relative to the analysis of ECPs; (2) recommendation of baseline procedures in conjunction with baseline LSA/MPA procedures; (3) establishment of criteria for identifying ECPs requiring impact analysis; (4) development of subset procedures for updating approved data and maintenance plans resulting from engineering changes; (5) definition of documentation requirements and worksheet formats for documenting ECP impact; and (6) recommendation of procedures for training and ALS-ECP impact analysis.

5.2.16 The contractor shall develop and recommend management control tools and techniques to track modifications, plans, and reports; analyze and track scheduled versus actual events; and respond to requests for technical information.

5.2.17 The contractor shall maintain a repository for all CM change documentation, TDs and correspondence.

5.2.18 The contractor shall conduct technical analyses and provide CM status based on

information provided by prime contractors and fleet input. The contractor shall provide a matrix report to include TDs, ECPs, and incorporation schedules to the CM IPT Lead, as requested.

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5.2.19 The contractor shall provide configuration status change documentation. Status should include the results of ongoing analyses performed to ensure each new system is compatible with life cycle planning relative to aircraft, its systems and subsystems.

5.2.20 The contractor shall provide CM expertise in support of CM for the program and ensure ECPs meet NAVAIR criteria for executability and supportability. Evaluations should be qualitative and include a description of deficiencies with recommended corrections. NAVAIR 4130.1 series processing procedures must be adhered to. The contractor shall provide configuration management and analysis services to include the review, planning, design, development, implementation, training and maintenance of existing and emerging requirements for CM processes, procedures and functions.

5.2.21 The contractor shall host and facilitate decentralized and centralized NAVAIR CCBs for PMA-274.

5.2.22 The contractor shall identify Configuration Status Accounting System (CSAS) and CM issues/problems for consideration by the Configuration Status Accountability Team (CSAT).

5.2.23 The contractor shall review, evaluate and update automated management information systems used for tracking, controlling and analyzing actions, status and progress, and maintaining configuration baselines, status accounting and document control. The contractor shall review and evaluate existing CM processes, procedures and functions and shall provide detailed recommendations for the addition, modification and elimination of those processes, procedures and functions in order to achieve improved program functionality, efficiency and effectiveness.

5.2.24 The contractor shall review, develop, process and monitor change proposals and associated documentation to ensure incorporation, implementation and conformance with change proposals and associated documentation.

5.2.25 The contractor shall provide CM planning for systems acquisition, develop Configuration Management Plans (CMP) and Standard Operating Procedures (SOP), review CMP and SOP for editorial and technical compliance with governing specifications, and recommend changes to source materials and specific program requirements provided as Government Furnished Information (GFI).

5.2.26 The contractor shall provide recommendations for the incorporation of training and modifications into whole engines, modules, and components. The contractor shall summarize inputs concerning proposed changes from Type Commander (TYCOM), multiple Logistics Element Managers (LEMs), and propulsion engineers.

5.3 Acquisition Management/Milestone (MS) Documentation Support (RDT&E / APN5 / O&MN,N)

5.3.1 The contractor shall provide day-to-day operations, planning, integrated defense acquisition life cycle management, MS documentation expertise and executive support to the Presidential Helicopters Program Office, PMA-274. The contractor shall provide expertise in the development, revision, and modification to program acquisition MS documentation as defined in DoDD 5000.1.

5.3.2 The contractor shall provide Program Management (PM) support requirements, expertise, editing, writing and recommendations for MS and MS related documentation to include, but not limited to; Acquisition Plans (AP), Acquisition Strategy Reports (ASR), Statements of Work (SOW), Statements of Objectives (SOO), Performance Work Statements (PWS), Selected Acquisition Reports (SAR), Defense Acquisition Executive Summary (DAES), Program Summary Documents (PSD), Operational Requirements Document (ORD), Capability Production Document (CPD), Integrated Support Plan (ISP) and Program Management Plans (PMP) in accordance with Department of Defense (DoD), Government and NAVAIR/NAWC instructions and regulations.

5.3.3 The contractor shall provide PMA-274 IPTs with Procurement Initiation Documentation (PID) support and expertise, adhering to PMA and NAVAIR PID processes and guidelines. This support shall include: procurement initiation documentation (PID) writing; team coordination, scheduling, facilitating and processing Procurement Planning Conferences (PPC) and Procurement Planning Agreements (PPA); provide and track procurement milestones; compile and track schedules; coordinate, compile and track Contract Data Requirements Lists (CDRLs), contract modifications, procurement funding documents and contract attachments.

5.3.4 The contractor shall attend, participate, support, analyze, provide input, develop, prepare and report on Senior

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Leadership Counsel (SLC) briefs, Program Management Reviews (PMR), resource and requirement reviews, point papers, reports, correspondence, conferences, review boards, risk meetings and other program meetings/briefs as directed. The contractor shall provide minutes of meetings, conferences, review boards, risk meetings and other program meetings and reviews. The contractor shall distribute meeting and review minutes, as required.

5.3.5 The contractor shall provide PMA-274 and IPTs with program schedule development and tracking, recommendations to reduce cost, schedule and performance risks, support technical reviews, evaluate results and provide recommendations for improvement.

5.3.6 The contractor shall provide PMA-274 with program risk management support. Risk support shall include management of an integrated program risk management plan, management of an integrated risk database, maintain and update mitigation plans, and proactively work towards risk integration and teaming objectives. The contractor shall facilitate and conduct risk board meetings, track risk actions and provide instruction and risk guidelines to team members.

5.3.7 The contractor shall provide data research, gathering, collection and analyses of program related efforts to assist in meeting successful acquisition MS decisions, program mission, and presentation support requirements. This support shall include briefing data accuracy, compilation and coordination of brief data, maintenance of brief database (IDE VH Express) with specific attention to brief version control and organization.

5.3.8 The contractor shall attend reviews, meetings and working groups; formal and informal; assess results, track action items (IDE VH Express action tracker), update action items, prioritize and recommend follow-up actions.

5.3.9 The contractor shall provide Planning, Programming, Budgeting and Execution (PPBE) process support to include Budget Estimate Submissions (BES), requirements definition, cost estimates, cost monitoring, resource allocation, input for Program Objective Memorandum (POM), budget drills and other programmatic and financial documentation/requirements support. This support shall include familiarity and experience with NAVAIR SAP/ERP systems.

5.3.10 The contractor shall provide expert liaison support to the fleet, HMX-1, NAVAIR, WHMO, Pentagon and other stakeholders.

5.3.11 The contractor shall provide earned value management (EVM), cost analysis, Life Cycle Cost (LCC) estimating and cost risk support to PMA-274 program management and program cost team.

5.4 Corporate Systems Interface and Integrated Data Environment Support

5.4.1 The contractor shall identify integration requirements and issues; assist in defining systems configuration; and provide technical and system analysis support requirements as they relate to PMA-274 and prime contractor RDT&E IDE systems.

5.4.2 The contractor shall provide technical presentation, briefing support and assistance in identifying and recommending requirements for PMA-274 and prime contractor RDT&E IDE systems to include effective and efficient computer operations and communications.

5.4.3 The contractor shall recommend, review, and evaluate PMA-274 and prime contractor RDT&E IDE for technical accuracy, integrated support and NMCI compliance.

5.4.4 The contractor shall provide analysis and technical advice to program management on matters relating to PMA-274 and prime contractor RDT&E IDE.

5.4.5 The contractor shall explore alternatives and concepts for development of PMA-274 and prime contractor RDT&E IDE communications, data sharing, telemetry system, Automated Maintenance Environment (AME), flight test data and flight test systems. The contractor shall provide support in the collaboration of all system data sharing of program-related activities between PMA-274, HMX-1, United States Marine Corps Headquarters, the White House Military Office (WHMO), prime contractor facilities and other locations.

5.4.6 The contractor shall assist in the management and support of PMA-274 and prime contractor RDT&E IDE

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telemetry networks, servers, printers, copiers, shredders, hardware and software.

5.4.7 The contractor shall support hangar information infrastructure and protection of data, confidentiality, integrity and quality in compliance with NAVAIR mandated data and information assurance protection rules.

5.4.8 The contractor shall be familiar with the following applications: Optimized Organizational Maintenance Activity (OOMA), ProjectLink, PDMLink, WindChill, DOORS, Interactive Electronic Technical Manual (IETM) System, Serena Team Track, MS SQL Server Business Intelligence, SS Sap Unix Server, MDR DB Server, Oracle, Web Application Server and Windows XP Professional.

5.4.9 The contractor shall provide information management, information assurance, NAVAIR firewall requirements support, expert information technology services and liaison support between PMA-274, Information Management Department (IMD) at Patuxent River and NADEP, Cherry Point VH Express team. This shall include team communication, requirements definition, and information technology requirements supporting all facets of RDT&E IDE/VH Express.

5.4.10 The contractor shall provide basic technical support, troubleshooting, software and hardware issue resolution; help desk support, trouble call response, tracking, and routine maintenance of computers, printers, fax machines and shredders. The contractor shall support and manage these systems, track issues and provide metrics reports of issues/trouble calls as requested by program management.

5.4.11 The contractor shall provide basic technical support of phones, conference room systems, video teleconferencing (VTC), overhead projection support, tracking and maintenance of Enterprise/Operations overhead projectors/check-in/out process, support overhead viewing and telecommunications for program conferences, meetings, briefings, risk boards and all other meetings, as required.

5.4.12 The contractor shall provide administrative support required in the ordering, issuing and tracking of NMCI seats, submission of Move/Add/Change (MAC) requests, track status and follow-up of MAC orders, order and track phone requirements, perform data processing, data copying, data printing, data file saving and data backup. The contractor shall react and respond to Corporate Systems Interface/IDE team data calls.

5.5 Executive, Administrative, Data Library Management, Security, Visitor Control and Facility Management Support

5.5.1 The contractor shall provide Executive Assistant (EA) support to Program Manager, Principle Deputy Program Manager (PDPM) and IPT Leads. This support shall include coordination of meetings, management of calendars and schedules, travel arrangements, training, and additional EA tasks as required. (RDT&E /APN5 / O&MN,N)

5.5.2 The contractor shall provide administrative support services to Enterprise/Operations Team/Lead and other PMA-274 IPT Members/Leads. (RDT&E /APN5 / O&MN,N)

5.5.3 The contractor shall assist, compile and draft various documents and correspondence in accordance with the Naval Correspondence Manual and PMA-274 correspondence/serialization processes. The contractor shall maintain serial number log and record all outgoing correspondence. The contractor shall provide data library management with data to archive, track and maintain within data library system. (RDT&E /APN5 / O&MN,N)

5.5.4 The contractor shall provide personnel database support. This support shall include tracking of current, prior and future PMA-274 personnel utilizing an Access and VH Express personnel database. The contractor shall make improvement recommendations to personnel database and implement these improvements upon Government approval. The contractor shall verify data for integrity, accuracy and provide reports to program management as requested. (RDT&E /APN5 / O&MN,N)

5.5.5 The contractor shall provide resource database support tracking of all NMCI computer seats, numbers and locations. The contractor shall maintain schematics, hangar drawings, resource locations and hangar maps. The contractor shall maintain this data assuring accuracy, integrity and providing program management reports as requested. (RDT&E /APN5 / O&MN,N)

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5.5.6 The contractor shall conduct new employee check-in and former employee check-out process following PMA-274 established guidelines. The contractor shall make recommendations for improvement of this process and upon Government approval, implement these improvements. The contractor shall maintain employee roster/recall data and files, update and maintain assuring information integrity and personnel data security protection. (RDT&E /APN5 / O&MN,N)

5.5.7 The contractor shall provide travel request coordination, planning and organizing support services. This shall include processing of visit requests, travel orders, travel vouchers, one-day claims and seminar/conference attendance coordination and bookings. The contractor shall utilize Travel Manager and SATO in arranging orders and claims. The contractor shall utilize BASICS for visit request processing. The contractor shall assist PMA-274 team members in obtaining official passports for overseas travel, prepare country clearance messages in Turbo Prep and perform additional administrative tasks as assigned. (RDT&E /APN5 / O&MN,N)

5.5.8 The contractor shall provide data/documentation tracking, collection, version control and all facets of data library management. This support shall include hardcopy/disk/VH Express IDE file/library management system. Contractor shall devise library support system to promote efficient and effective data management, data referencing and data storing/tracking. The contractor shall provide data library system improvements and, upon Government approval, will implement these improvements. Data library management shall assure documentation integrity, provide copies, reference assistance and data library/IDE VH Express assistance to PMA-274 team members as requested. (RDT&E /APN5 / O&MN,N)

5.5.9 The contractor shall provide data library management of Government Furnished Information (GFI), Contractor Furnished Information (CFI), contract modifications, CDRLs, serialized correspondence, flight clearances and other program data as required and directed by the Government. The contractor shall assist, support and recommend data library tracking/organizational concepts, database and IDE techniques to assist and guide team members in the organization and maintenance of program data. (RDT&E /APN5 / O&MN,N)

5.5.10 The contractor shall assist and support PMA-274 team members with Data Requirement Review Boards (DRRB), Data Information Descriptions (DID), and additional data requirements. (RDT&E /APN5 / O&MN,N)

5.5.11 The contractor shall track and provide metrics of program data as requested by program management. (RDT&E /APN5 / O&MN,N)

5.5.12 The contractor shall provide visitor control desk (VCD), security and program administrative support to the program, which includes all platforms associated with the Presidential Helicopter Support Facility (hangar), building 2805. The lobby front desk shall be manned Monday through Friday from 0600 – 1800 by two visitor control personnel. Personnel must possess a Secret clearance and have a working knowledge of Microsoft Suite applications and BASICS. Support hours of this facility may become shift work as maintenance, T&E and other RDT&E requirements of the replacement platform, formerly VH71, increase to meet accelerated schedule.

5.5.13 The contractor shall verify personnel entering building for visible badge identification, verify visit requests and security clearance in BASICS; direct visitors to conference rooms, office or labs, maintain key control; master files; and log books; schedule and maintain conference room use; answer telephones; perform walk thru monitoring of hangar facility for safety and security.

5.5.14 The contractor shall provide a Security Response Team (SRT) with personnel that have a Top Secret security clearance. Personnel may be hired with a Secret level security clearance while processing for a TS clearance. TS level clearance must be obtained within one year of hiring, preferably, as soon as possible. SRT personnel shall provide protection for Level III restricted area in accordance with OPNAVINST 5530.14. This requires Building 2805 to be monitored and protected 24 hours/day 365 days/year. The SRT shall provide visible security for all assets located in the Presidential Helicopter Support Facility by monitoring the building's closed circuit television (CCTV) security and Laser Perimeter Awareness Systems (LPAS); respond to all electronic security system (ESS) alarms; perform continuous roving vehicle and foot patrols as well as random action security measures; identify and respond to all levels of Force Protection Conditions; inspect all delivery vehicles before entering the building compound, accept deliveries, route packages to proper destinations; and escort personnel to classified areas, including admittance of personnel

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with Yankee White investigation clearance. In the event of reduced operations aboard the Naval Air Station Patuxent River the SRT will be required to continue security operations under non-life threatening situations as directed by Physical Security Officer.

5.5.15 The contractor shall answer routine customer questions; provide customer assistance; receive, type, process, sort, file, enter changes, secure, download, route, copy, scan, send, track, and shred data. (O&MN,N)

5.5.16 The contractor shall receive and answer general mail, distribute mail, and update various lists and documents. The contractor shall conduct daily building walk through shutting off lights in conference rooms; rest rooms; coffee area; and lobby. (O&MN,N)

5.5.17 The contractor shall provide Government Facility Team Lead with Deputy Facility Team Lead support. This support shall include advanced facility expertise and experience; provide Government Facility Team Lead with facility management support, recommendations and assistance in all facets of hangar facility management requirements.

5.5.18 The contractor shall assist PMA-274 in office supply maintenance, distribution, and coordination of requirements. This shall include automated office equipment supplies, paper and general supplies. (O&MN,N)

5.6 Information Assurance (IA) Support

5.6.1 The contractor shall provide support in the management and implementation of the IA program for PMA-274.

5.6.2 Support shall include requirements for PMA-274 Government program office, as well as support to prime contractor as defined by PMA-274 Program Managers and outlined in NAVAIR IA requirements and policies.

5.6.3 The contractor shall provide technical capability for defining the security requirements, responsibilities, and controls to be put in place for PMA-274 automated information systems, and processes for maintaining and enforcing security for these systems, networks, and applications throughout the life cycle of the program. Where applicable, these requirements, responsibilities, controls and procedures shall be documented as part of Systems Security Authorization Agreements (SSAA) in accordance with all Federal, DoD and DoN guidance.

5.6.4 The contractor shall review program documentation, processes, and procedures for inclusion of IA requirements.

5.6.5 The contractor shall provide ISP and SSAA expertise, guidance, recommendations, research, modification and all aspects of ISP and SSAA requirements support to the program.

5.7 Engineering and Technical Support

5.7.1 The contractor shall provide flight clearance processes and policy support utilizing web based E-Power flight clearance software and Government TURBOPREP message writing software.

5.7.2 The contractor shall manage data assembly, drafting, coordination and processing through approval and release of above Air Worthiness documentation for introduction of new/modified equipment, ordnance and weapon systems, flight envelopes and assist in preparing flight test plans.

5.7.3 The contractor shall coordinate, draft, and route flight clearances; document and collect test and data analysis requirements to support flight clearance approval; track the dissemination of data and progress of flight clearances; compile status reports of flight clearances; provide status reports orally, via email or in report form as requested by Sr. Systems Engineers and Program Management.

5.7.4 The contractor shall perform data collection and analyses of aircraft management procedures; collect and analyze data pertinent to aircraft and fielded aircraft fiscal procedures and patterns of performance; and provide recommendations for improvement of existing processes used in support of management decisions.

5.7.5 The contractor shall assist project leads with analytical and technical, RDT&E studies related to the program.

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5.7.6 The contractor shall assist PMA-274 with engineering and technical support requirements. This shall include engineering and technical documentation support, active involvement in technical reviews and meetings, testing requirements and technical briefing support.

6.0 Other requirements

6.1 Provisions

6.1.1 The Government will provide on-site contractor support access to government facilities to execute tasks. The Government will provide on-site contractor with appropriate office space, telephone support, photocopy, facsimile equipment and access to networked computer systems, IDE VH Express system access and additional databases, as required, in support of tasks.

6.1.2 Off-site contractor personnel not physically working onboard NAVAIR, Patuxent River, Maryland, must provide own office equipment, computer systems, software and NMCI accesses, if required, in support of tasks.

6.1.3 The Government will make available, to the contractor, any existing documents, drawings or databases required to perform tasks under this order for on-site support.

6.1.4 Navy-Marine Corp Internet (NMCI) equipment and support is a requirement and shall be furnished by the Contractor, not the Navy. The Contractor shall be responsible for all NMCI costs and all network connection charges imposed by NMCI.

6.2 Travel

6.2.1 The contractor will accomplish travel when essential to successful task performance. Actual expenses incurred for travel shall be in accordance with Government Travel Regulations. Contractor personnel shall be required to perform travel to various locations within, and outside, the continental United States. Passports for overseas travel may be required and shall be acquired by the contractor. Visit requests and Country clearances shall be processed by the contractor. Travel to the locations below is anticipated, but not all inclusive, during the period of performance. Other travel may be directed by the Government, as necessary, to accomplish the tasks included herein.

6.2.1.1 Destinations

Lexington Park, MD

Cherry Point, NC

Stratford, CT

Bridgeport, CT

Quantico, VA

Washington, DC

Rancho Santa Margarita, CA

Palmdale, CA

Corpus Christi, TX

Ft. Worth, TX

Amarillo, TX

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Denton, TX

Cedar Rapids, IA

Rolling Meadows, IL

Indianapolis, IN

Grand Rapids, MI

Owego, NY

Lynn, MA

Clifton, NJ

West Palm Beach, FL

Orlando, FL

Jacksonville, FL

Cheltenham, United Kingdom

Yeovil, United Kingdom

Cascina Costa, Italy

Milan, Italy

6.2.2 All travel expenses will be authorized by the Task Order Manager (TOM), and only those travel expenses having valid receipts and travel claims will be reimbursed to the contractor. Travel will be reimbursed at cost in accordance with the Joint Travel Regulations.

6.3 Clearance Requirements

6.3.1 Secret, Top Secret and in some circumstances, Yankee White investigations shall be required as depicted in attached labor matrix. Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level, as noted in Attachment (1), DD254. The contractor shall ensure that any new employees, prior to their starting on the task have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

6.3.2 Clearance Compliance

Secret - all positions/labor categories requiring secret clearance shall have secret clearance at time of award

Top Secret - Contractors shall obtain top secret clearance within 90 days of contract award for those positions/labor categories that require top secret clearances

Yankee White - Contractors shall obtain Yankee White clearance within 120 days of contract award for those positions/labor categories that require Yankee White clearances

6.4 Deliverable Documentation

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6.4.1 A Monthly Status Report (IAW CDRL A001), Monthly Funds and Expenditure Report (IAW CDRL A002) and OPSEC Plan (IAW CDRL A003) are required.

6.5 Work locations

6.5.1 Work shall be performed at NAVAIR, Patuxent River, Maryland Government and contractor facilities.

6.5.2 Washington, DC, and Quantico, VA support may be required.

6.6 Material

6.6.1 The contractor may be required to provide reproduction, special binders, indexes, inserts, special packaging and shipping, long distance telephone calls, transparencies, and specific software in support of the tasks herein. Direct reimbursement for these costs is authorized under the Other Direct Costs CLIN and shall be authorized by the TOM prior to purchase.

6.7 Government Furnished Materials/Equipment/Information (GFM/E/I)

6.7.1 It is anticipated that no GFM/E/I is required for the performance of this contract. If GFM/E/I becomes necessary during the contract performance, the government Task Order Manager (TOM) shall be notified to determine necessity. If the need is authorized, the TOM will provide the contractor the GFM/GFE/GFI required to perform via incorporation into the contract. Upon completion of the task, the TOM shall coordinate appropriate return/disposal actions. The contractor shall return/dispose of the items as directed by the TOM.

6.8 Performance Metrics

6.8.1 The work to be performed herein shall be performance based. An evaluation and reporting process is provided in Section H – SPECIAL CONTRACT REQUIREMENTS, Clause H-18. (See Attachment 2 – Performance Standards Matrix).

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award Basic Contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are:

CLIN 1000 01 December 2006- 30 November 2007

CLIN 3000 01 December 2006- 30 November 2007

The period of performance for the following option items are from date of option exercise through 12 months thereafter, ESTIMATED at:

CLIN 1100 01 December 2007- 30 November 2008

CLIN 3100 01 December 2007- 30 November 2008

CLIN 1200 01 December 2008- 30 November 2009

CLIN 3200 01 December 2008- 30 November 2009

CLIN 4000 01 December 2009- 30 November 2010

CLIN 6000 01 December 2009- 30 November 2010

CLIN 4100 01 December 2010- 30 November 2011

CLIN 6100 01 December 2010- 30 November 2011

Place of Performance

Patuxent River Naval Air Station and Contractor's Facility

Note: It is anticipated that no Temporary Additional Duty (TDY) assignments away from the primary site of performance will be required. However, the Government reserves the right to assign TDY tasks away from the primary duty station.

F-1 Task Order Options

(b) The Government may extend the term of this order by written notice to the contractor within 5 days of the current period of performance; provided, that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

(c) If the Government exercises this option, the extended order shall be considered to include this option provision.

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years, 0 months.

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Matt Aley

Code: 7.8.2

Mailing Address: 48202 Bronson Road Bldg 2805, Patuxent River, MD, 20670

Telephone: 301-995-7651

Commercial: 301-995-7651

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, PCO or ACO has issued a formal modification.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

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(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ccedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (March 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types:http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html- Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N00421

Admin Office DODAAC: S2101A

Inspector DODAAC (if applicable): N/A

Ship To DODAAC (for Combo),Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (for Final Cost Voucher) (if applicable): N00421

Acceptor DODAAC (if applicable): N00421

Local Processing Office: N/A

DCAA Office DODAAC (Cost Voucher Approver – if applicable): HAA391

Paying Office DODAAC: HQ0338

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

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(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name Email Phone Role

Matt Aley matt.aley@navy.mil 301-955-7651 Task Order Manager

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S):

BASE YEAR:

CLIN 1000

CLIN 3000

ESTIMATED PERIOD OF PERFORMANCE: 01 December 2006 through 30 November 2007.

OPTION 1:

CLIN 1100

CLIN 3100

ESTIMATED PERIOD OF PERFORMANCE: 01 December 2007 through 30 November 2008.

OPTION 2:

CLIN 1200: CPFF

,
/

CLIN 3200: (Cost Only)

ESTIMATED PERIOD OF PERFORMANCE: 01 December 2008 through 30 November 2009.

OPTION 3:

CLIN 4000: CPFF

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CLIN 6000: (Cost Only)

ESTIMATED PERIOD OF PERFORMANCE: 01 December 2009 through 30 November 2010.

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs [] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for hours. The following details funding to date:

BASE YEAR:

Total CLIN: 1000 and 3000
Total CPFF: \$5,578,035.46
Previous Funding: \$4,893,857.46
Funds this Action: \$0.00
Balance Unfunded: \$594,178.00

OPTION 1:

Total CLIN: 1100 and 3100
Total CPFF: \$9,236,340.54
Previous Funding: \$7,900,000.00
Funds this Action: \$0.00
Balance Unfunded: \$1,336,340.54

OPTION 2:

Total CLIN: 1200 and 3200

CLIN 1200:

Total CPFF: \$8,008,153.55
Previous Funding: \$2,077,668.00
Funds this Action: \$52,813.55
Balance Unfunded: \$97,186.45

CLIN 3200:

Total Estimated COST: \$1,105,732.00
Previous Funding: \$0.00
Funds this Action: \$7,700.00
Balance Unfunded: \$598,032.00

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OPTION 3:

Total CLIN: 4000 and 6000

CLIN 4000:

Total CPFF: \$8,234,875.00

Previous Funding: \$ 6,298,161.85

Funds this Action: \$ 1,936,713.15

Balance Unfunded: \$ 0

CLIN 6000:

Total Estimated COST: \$1,105,732.00

Previous Funding: \$ 0

Funds this Action: \$143,980.05

Balance Unfunded: \$693,951.95

TOTAL FUNDS AVAILABLE ON CONTRACT (BASE YEAR, OPTION YEAR 1, OPTION YEAR 2 & OPTION YEAR 3) - \$30,046,366.06

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Deleted per Amendment 0001

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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Accounting Data
SLINID    PR Number                Amount
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100001    00101888430002                2735201.00
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000 011530390120
CIN 001018884300002

100002    00101888430002                146000.00
LLA :
AC 97X4930 NH2A 252 77777 0 054219 2F 000000 011531950030
CIN 001018884300003

100003    00101888430002                97865.00
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AD 97X4930 NH2A 252 77777 0 054219 2F 000000 011594640050
CIN 001018884300004

100004    00101888430002                30365.00
LLA :
AE 97X4930 NH2A 252 77777 0 054219 2F 000000 011594680030

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CIN 001018884300005

100005 00101888430002 30365.00
 LLA :
 AF 97X4930 NH2A 252 77777 0 054219 2F 000000 011880110040
 CIN 001018884300007

300001 0010188843-0002 1044375.00
 LLA :
 AB 97X4930 NH2A 252 77777 0 054219 2F 000000 011530390120
 CIN 001018884300002

BASE Funding 4084171.00
 Cumulative Funding 4084171.00

MOD 03

100006 10188843-0003 1493864.46
 LLA :
 AG 97X4930 NH2A 252 77777 0 054219 2F 000000 011530390120
 CIN 001018884300008

MOD 03 Funding 1493864.46
 Cumulative Funding 5578035.46

MOD 04

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 CIN 001018884300002

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 CIN 001018884300002

MOD 04 Funding 0.00
 Cumulative Funding 5578035.46

MOD 05

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 Standard Number: N0042108PRAA116

110002 N0042108PRAA145 36755.00
 LLA :
 AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018PRAA145
 Standard Number: N0042108PRAA145

110003 N0042108PRAA146 31323.00
 LLA :
 AK 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018PRAA146
 Standard Number: N0042108PRAA146

110004 N0042108PRAA147 31323.00
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 AL 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018PRAA147
 Standard Number: N0042108PRAA147

310001 N0042108PRAA116 500000.00
 LLA :
 AM 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018PRAA116
 Standard Number: N0042108PRAA116

MOD 05 Funding 3049401.00
 Cumulative Funding 8627436.46

MOD 06

110005 1300094409 121332.00

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LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018PRAA216
Standard Number: N0042108PRAA216
CIN # N0042108PRAA2160001

MOD 06 Funding 121332.00
Cumulative Funding 8748768.46

MOD 09

110006 1300094228-0001 5029267.00
LLA :
AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018PRAA116
CIN #130009422800002

310002 1300094228-0001 300000.00
LLA :
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CIN #130009422800002

MOD 09 Funding 5329267.00
Cumulative Funding 14078035.46

MOD 10

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LLA :
AG 97X4930 NH2A 252 77777 0 054219 2F 000000 011530390120
CIN 001018884300008

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CIN 001018884300002

MOD 10 Funding -594178.00
Cumulative Funding 13483857.46

MOD 12

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LLA :
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CIN #130009422800002

310001 N0042108PRAA116 (50000.00)
LLA :
AM 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018PRAA116
Standard Number: N0042108PRAA116

310002 1300094228-0001 (50000.00)
LLA :
AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018PRAA116
CIN #130009422800002

MOD 12 Funding -600000.00
Cumulative Funding 12883857.46

MOD 13

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CIN: 13001169800001

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LLA :
AS 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A10000086344
CIN: 130011698600002

120003 1300116986 68984.00

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CIN: 130011698600003

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LLA :
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CIN: 130011698600004

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LLA :
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CIN: 130011698600005

120006 1300116986 6559.00

LLA :
AW 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A50000086344
CIN: 130011698600006

120007 1300117378 5466505.00

LLA :
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COST CODE: A00000090401
CIN: 130011737800001

320001 1300117378 500000.00

LLA :
AX 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A00000090401
CIN: 130011737800001

MOD 13 Funding 6377672.00
Cumulative Funding 19261529.46

MOD 14

120008 1300117378-0001 2077668.00

LLA :
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COST CODE: A00000090401
CIN: 130011737800003

MOD 14 Funding 2077668.00
Cumulative Funding 21339197.46

MOD 15

120009 1300135118 52813.55

LLA :
AZ 97X4930 NH2A 251 77777 0 050120 2F 000000
COST CODE: A00000280921
CIN: 130013511800010

320002 1300135118 7700.00

LLA :
BA 97X4930 NH2A 251 77777 0 050120 2F 000000
COST CODE: A00000280921
CIN: 130013511800020

MOD 15 Funding 60513.55
Cumulative Funding 21399711.01

MOD 16

400001 1300137376 146482.85

LLA :
BB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00000306856
CIN: 130013737600010

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400002 1300117378-0003 297328.00
 LLA :
 BC 97X4930 NH2A 252 77777 0 50120 2F 000000 A20000090401
 COST CODE: A20000090401
 CIN 130011737800006

400003 1300117378-0003 99840.00
 LLA :
 BD 97X4930 NH2A 252 77777 0 50120 2F 000000 A30000090401
 COST CODE: A30000090401
 CIN 130011737800007

400004 1300117378-0003 514560.00
 LLA :
 BE 97X4930 NH2A 252 77777 0 50120 2F 000000 A40000090401
 COST CODE: A40000090401
 CIN 130011737800008

600001 1300137376 19800.00
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 BB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00000306856
 CIN 130013737600020

600002 1300117378-0003 11000.00
 LLA :
 BC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000090401
 Cost Code: A20000090401
 CIN: 130011737800006

600003 1300117378-0003 4500.00
 LLA :
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 COST CODE: A30000090401
 CIN 130011737800007

600004 1300117378-0003 12500.00
 LLA :
 BE 97X4930 NH2A 252 77777 0 50120 2F 000000 A40000090401
 COST CODE: A40000090401
 CIN 130011737800008

MOD 16 Funding 1106010.85
 Cumulative Funding 22505721.86

MOD 17

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 LLA :
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 Cost Code A00000090401
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MOD 17 Funding 350000.00
 Cumulative Funding 22855721.86

MOD 18

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 CIN: 130011737800010: \$4,803,832.00

600005 1300117378-0005 220000.00
 LLA :
 BF 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A50000090401
 CIN: 130011737800010: \$220,000.00

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MOD 18 Funding 5023832.00
Cumulative Funding 27879553.86

MOD 19 Funding 0.00
Cumulative Funding 27879553.86

MOD 20

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LLA :
BG 1701804 4A6A 251 00019 0 050120 2D 000000
COST CODE: A00000379021
CIN 130014729600010: \$86,119.00

MOD 20 Funding 86119.00
Cumulative Funding 27965672.86

MOD 21

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BF 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A50000090401
CIN: 130011737800012

400009 1300117378-0006 936713.15
LLA :
BH 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A60000090401
CIN: 130011737800013

600006 1300117378-0006 143980.05
LLA :
BH 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A60000090401
CIN: 130011737800013

MOD 21 Funding 2080693.20
Cumulative Funding 30046366.06

MOD 22 Funding 0.00
Cumulative Funding 30046366.06

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment used in the performance of this contract.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

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(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 2 years after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 2 years after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform

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or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 2000)

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(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the TOM. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the TOM, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay

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is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the TOM. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Task Order Manager (TOM). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the TOM shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the TOM's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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SECTION I CONTRACT CLAUSES

SECTION I

CLAUSES INCORPORATED BY REFERENCE

52.216-8 -- FIXED FEE (MAR 1997)

52.219-14 – LIMITATIONS ON SUBCONTRACTING (DEC 1996)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 -- NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUNE 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRL) DD1423 A001-A003

Attachment 1 - DD254 Contract Security Classification

Attachment 2 - COR Appointment Letter

Attachment 3 - NMCI Requisition

Attachment 4 - Performance Standards Matrix