

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1      2
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 18-Sep-2013	4. REQUISITION/PURCHASE REQ. NO. 25114PP196	5. PROJECT NO. ( <i>If applicable</i> ) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 kendyl.montgomery@navy.mil 301-342-7711	CODE N00421	7. ADMINISTERED BY ( <i>If other than Item 6</i> ) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A	

8. NAME AND ADDRESS OF CONTRACTOR ( <i>No., street, county, State, and Zip Code</i> ) Naval Systems, Inc. 21491 Great Mills Road Suite 100 Lexington Park MD 20653-1220		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED ( <i>SEE ITEM 11</i> )
		[X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4466-M809
		10B. DATED ( <i>SEE ITEM 13</i> ) 16-Aug-2012
CAGE CODE 3PWC2	FACILITY CODE	

**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: ( <i>Specify authority</i> ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| [ ] |  |
| [ ] | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( <i>such as changes in paying office, appropriation date, etc.</i> ) 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:   |
| [X] | D. OTHER ( <i>Specify type of modification and authority</i> )<br>FAR 43.103 (a) Bilateral, 52.232-22 Limitation of Funds  |

E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return 1 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 ( <i>Type or print</i> )  DIANA M. WALDORF, SENIOR CONTRACTS SPECIALIST  /s/DIANA M. WALDORF (Signature of person authorized to sign)		16A. NAME AND TITLE OF CONTRACTING OFFICER ( <i>Type or print</i> )  Janiece M Shall, Contracting Officer  BY /s/Janiece M Shall (Signature of Contracting Officer)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 18-Sep-2013	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 18-Sep-2013

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	2 of 2	

## GENERAL INFORMATION

The purpose of this modification is to add Clause Number 252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 2009) to Section G of the contract.

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,999,554.31 by \$0.00 to \$2,999,554.31.

The total value of the order is hereby increased from \$6,419,862.91 by \$0.00 to \$6,419,862.91.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 1 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R706	Base Period: Services in accordance with the Statement of Work (SOW), paragraphs 3.1 - 3.1.12.5; Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.0	LO			\$1,869,119.33
400001	R706	Services in accordance with the SOW paragraphs 3.1-3.1.12.5 (RDT&E)					
400002	R706	Services in accordance with the SOW paragraphs 3.1-3.1.12.5 (RDT&E)					
4001	R706	Base Period: Services in accordance with the Statement of Work (SOW), paragraphs 3.2 - 3.2.2.18; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO			\$455,590.33
400101	R706	Services in accordance with the SOW paragraphs 3.2-3.2.2.18 (O&MN,N)					
400102	R706	Services in accordance with the SOW paragraphs 3.2-3.2.2.18					

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	2 of 76	

(O&MN, N)

400103 R706	Services in accordance with the SOW paragraphs 3.2-3.2.2.18 (O&MN, N)			
400104 R706	Services in accordance with the SOW paragraphs 3.2-3.2.2.18 (O&MN, N)			
400105 R706	Services in accordance with the SOW paragraphs 3.2-3.2.2.18 (O&MN, N)			
4002 R706	Base Period: Services in accordance with the Statement of Work (SOW), paragraphs 3.2 - 3.2.2.18; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0 LO		\$186,242.05
400201 R706	Funding in Support of 4002 (APN)			
4003 R706	Base Period: 10% increase capacity services in accordance with the Statement of Work (SOW) Para.3.1 -3.1.12.5 & 3.2-3.2.2.18; Cost-Plus-Fixed-Fee (CPFF) (Option) (TBD)	1.0 LO		\$251,095.17
4040 R706	Base Period: Technical Data in accordance with the Statement of Work (SOW) Para.4.1,4.2, & 4.3; Not Separately Priced	1.0 LO		\$0.00

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 3 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(NSP) . (TBD)

4100 R706	Option Period I: Services in accordance with the Statement of Work (SOW), paragraphs 3.1 - 3.1.12.5; Cost-Plus-Fixed-Fee(CPFF). (RDT&E)	1.0 LO	\$2,454,905.97
410001 R706	Funding in support of 4100 (RDT&E)		
410002 R706	Funding in support of 4100 (O&MN,N)		
410003 R706	Funding in support of 4100 (O&MN,N)		
4101 R706	Option Period I: Services in accordance with the Statement of Work (SOW), paragraphs 3.2 - 3.2.2.18; Cost-Plus-Fixed-Fee(CPFF). (O&MN,N)	1.0 LO	\$457,868.28
4102 R706	Option Period I: Services in accordance with the Statement of Work (SOW), paragraphs 3.2 - 3.2.2.18; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0 LO	\$187,173.26
410201 R706	Funding in Support of CLIN 4102 (APN)		
4103 R706	Option Period I: 10% increase capacity services in accordance with the Statement of Work (SOW) Para.3.1 -3.1.12.5,3.2-3.2 .2.19 &	1.0 LO	\$309,994.75

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 4 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.2.2-3.2.2.18; Cost-Plus-Fixed-Fee (CPFF) (Option) (TBD) Option

4140	R706	Option Period I: Technical Data in accordance with the Statement of Work (SOW) Para.4.1,4.2, 4.3, & 4.4; Not Separately Priced (NSP). (TBD) Option	1.0 LO	\$0.00	\$0.00	\$0.00
4200	R706	Option Period II: Services in accordance with the Statement of Work (SOW), paragraphs 3.1 - 3.1.12.5; Cost-Plus-Fixed-Fee(CPFF). (RDT&E) Option	1.0 LO		\$2,754,534.34	
4201	R706	Option Period II: Services in accordance with the Statement of Work (SOW), paragraphs 3.2 - 3.2.2.18; Cost-Plus-Fixed-Fee(CPFF). (O&MN,N) Option	1.0 LO		\$797,320.49	
4202	R706	Option Period II: Services in accordance with the Statement of Work (SOW), paragraphs 3.2 - 3.2.2.18; Cost-Plus-Fixed-Fee (CPFF). (APN) Option	1.0 LO		\$188,109.13	
4203	R706	Option Period II: 10% increase capacity services in accordance with the Statement of Work (SOW) Para.3.1	1.0 LO		\$373,996.40	

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 5 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

-3.1.12.5, 3.2-3.2  
.2.19 &  
3.2.2-3.2.2.18; Co  
st-Plus-Fixed-Fee  
(CPFF) (Option)  
(TBD)  
Option

4240	R706	Option Period II: Technical Data in accordance with the Statement of Work (SOW) Para.4.1,4.2, 4.3, & 4.4; Not Separately Priced (NSP). (TBD) Option	1.0 LO	\$0.00	\$0.00	\$0.00
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R706	Base Period: Other Direct Costs (ODCs) in accordance with Statement of Work (SOW) Para. 5.4 & 5.7 and in Support of CLIN 4000. Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	\$197,510.76
600001	R706	Other Direct Costs (ODCs) in accordance with SOW Para. 5.4 & 5.7 and in Support of CLIN 4000 (RDT&E)			
600002	R706	Other Direct Costs (ODCs) in accordance with SOW Para. 5.4 & 5.7 and in Support of CLIN 4000 (RDT&E)			
6001	R706	Base Period: Other Direct Costs (ODCs) in accordance with Statement of Work	1.0	LO	\$39,662.72

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	6 of 76	

(SOW) Para. 5.4 &  
 5.7 and in  
 Support of CLIN  
 4001. Cost  
 Reimbursement (No  
 Fee). (O&MN, N)

600101 R706 Other Direct  
 Costs (ODCs) in  
 accordance with  
 SOW Para. 5.4 &  
 5.7 and in  
 Support of CLIN  
 4001 (O&MN, N)

600102 R706 Other Direct  
 Costs (ODCs) in  
 accordance with  
 SOW Para. 5.4 &  
 5.7 and in  
 Support of CLIN  
 4001 (O&MN, N)

6002 R706 Base Period: 1.0 LO \$0.00  
 Other Direct  
 Costs (ODCs) in  
 accordance with  
 Statement of Work  
 (SOW) Para. 5.4 &  
 5.7 and in  
 Support of CLIN  
 4002. Cost  
 Reimbursement (No  
 Fee). (APN)

6003 R706 Base Period: 10% 1.0 LO \$23,717.35  
 Increase Capacity  
 Services Other  
 Direct Costs  
 (ODCs) in  
 accordance with  
 Statement of Work  
 (SOW) Para. 5.4 &  
 5.7 and in  
 Support of CLIN  
 4003. Cost  
 Reimbursement (No  
 Fee) (Option).  
 (TBD)

6100 R706 Option Period I: 1.0 LO \$251,385.63  
 Other Direct  
 Costs (ODCs) in  
 accordance with  
 Statement of Work  
 (SOW) Para. 5.4 &  
 5.7 and in  
 Support of CLIN

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 7 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

4100. Cost  
Reimbursement (No  
Fee). (RDT&E)

610001 R706 Funding in  
Support of CLIN  
6100 (RDT&E)

6101 R706 Option Period I: 1.0 LO \$45,592.06

Other Direct  
Costs (ODCs) in  
accordance with  
Statement of Work  
(SOW) Para. 5.4 &  
5.7 and in  
Support of CLIN  
4101. Cost  
Reimbursement (No  
Fee). (O&MN, N)

6102 R706 Option Period I: 1.0 LO \$0.00

Other Direct  
Costs (ODCs) in  
accordance with  
Statement of Work  
(SOW) Para. 5.4 &  
5.7 and in  
Support of CLIN  
4102. Cost  
Reimbursement (No  
Fee). (APN)

6103 R706 Option Period I: 1.0 LO \$29,697.77

10% Increase  
Capacity Services  
Other Direct  
Costs (ODCs) in  
accordance with  
Statement of Work  
(SOW) Para. 5.4 &  
5.7 and in  
Support of CLIN  
4103. Cost  
Reimbursement (No  
Fee) (Option).  
(TBD)  
Option

6200 R706 Option Period II: 1.0 LO \$260,379.99

Other Direct  
Costs (ODCs) in  
accordance with  
Statement of Work  
(SOW) Para. 5.4 &  
5.7 and in  
Support of CLIN  
4200. Cost  
Reimbursement (No

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 8 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Fee). (RDT&E)

Option

6201	R706	Option Period II:	1.0 LO	\$52,032.22
Other Direct Costs (ODCs) in accordance with Statement of Work (SOW) Para. 5.4 & 5.7 and in Support of CLIN				
4201. Cost Reimbursement (No Fee). (O&MN, N)				
Option				
6202	R706	Option Period II:	1.0 LO	\$0.00
Other Direct Costs (ODCs) in accordance with Statement of Work (SOW) Para. 5.4 & 5.7 and in Support of CLIN				
4202. Cost Reimbursement (No Fee). (APN)				
Option				
6203	R706	Option Period II:	1.0 LO	\$31,241.20
10% Increase Capacity Services				
Other Direct Costs (ODCs) in accordance with Statement of Work (SOW) Para. 5.4 & 5.7 and in Support of CLIN				
4203. Cost Reimbursement (No Fee) (Option).				
(TBD)				
Option				

#### 10RA HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its' reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 9 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 10 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

**Section C information is applicable to CLINs 4000-4003, 4040, 4100-4103, 4140, 4200-4203, 4240, 6000-6003, 6100-6103, and 6201-6203.**

**Items 4000-4003, 4100-4103, and 4200-4203-** The Contractor shall provide the supplies and services in accordance with the Section C Performance Based Statement of Work below for Logistics Services to support NAVAIR PMA-274 Presidential Helicopter Program Office.

**Items 6000-6003, 6100-6103, and 6200-6203 -** The contractor shall provide material, and travel in accordance with Section C Performance Based Statement of Work below.

**Items 4040, 4140, and 4240,-** The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and Section C Performance Based Statement of Work (PBSOW)below.

### **Performance Based Statement of Work**

### **PERFORMANCE BASED STATEMENT OF WORK (PBSOW) FOR PMA-274 PRESIDENTIAL HELICOPTER PROGRAMS LOGISTICS SUPPORT**

#### **1. BACKGROUND**

The Presidential Helicopters Program Office (PMA-274) at the Naval Air Systems Command at the Naval Air Station Patuxent River, MD is acquiring Acquisition Logistics for the VXX and VH In-Service Programs. PMA-274 is responsible for acquisition logistics, sustainment, and life cycle support of multiple VH variants including VH-3D, VH-60N, VH equipments and VXX Presidential Helicopter systems. The VH presidential helicopters are assigned to the Marine Helicopter Squadron One (HMX-1) for provision of safe and timely transportation for the President of the United States, Vice President of the United States, visiting Heads of State, and other parties as directed by the White House Military Office (WHMO) Director. The VH aircraft must continue to

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 11 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

be rapidly deployable, reliable, and sustainable while having enhanced capabilities to maintain the requisite interoperability, compatibility, and connectivity with the White House Communications Agency (WHCA) and other supporting agencies necessary to ensure the successful accomplishment of its assigned command and control function.

The primary Integrated Product Teams (IPTs) within PMA-274 include: Logistics, Air Vehicle, Missionization, Power and Propulsion, Training Systems, Security, and Test. PMA-274 In-Service programs range from Systems Development and Demonstration phase to Operations and Support phase programs. The H-3 and H-60 variants currently have numerous accelerated acquisition programs (AAPs) as well as the Cockpit Upgrade Program (CUP), an ACAT IV program. The VXX development program is the replacement program for the VH-3D and VH-60N and is an ACAT-1 program. During this period of performance the VXX program shall complete the Technology Development Phase and initiate the Engineering Manufacturing Development Phase. In addition to the above stated, PMA-274 is managing the termination of the VH-71 program.

The scope of this effort is to provide new acquisition and In-Service Integrated Product Support program management and logistics planning support services in the key areas of program/financial management, all integrated product support elements, configuration/modification management, inventory management, training support, acquisition logistics, sustainment logistics, and termination logistics support.

## 2. APPLICABLE DOCUMENTS

The applicable directives that apply to this Task Order are listed below. This list is not all inclusive and the following documents, or most recent version of the same at contract award, are necessary for proper performance under this task order.

- a) DODD 5001.1 The Defense Acquisition System
- b) DODI 5002 Operation of the Defense Acquisition System
- c) DoDD 5000 2-R Mandatory Procedures for Major defense Acquisition Programs
- d) DOD Product Support Manager (PSM) Guidebook, April 2011
- e) NAVAIRINST 4130.1D, Naval Air Systems Command Configuration Management Process

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 12 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- f) MIL-HDBK-61A, Military Handbook Configuration Management Guide
- g) NAVAIR 00-25-300, Naval Air Systems Command Technical Directives System
- h) SECNAVINST 5000.2D, Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System
- i) DoD 5000.2, Operation of the Defense Acquisition System
- j) National Security Decision Directive (NSDD) 298, National Operations Security Program
- k) DoD Manual 5205.02-M, DoD Operations Security (OPSEC) Program Manual
- l) NAVAIR 5252.237-9503, Ordering Procedures For NAVY MARINE CORPS INTRANET (NMCI) Services

(SEP

2000)

- m) Executive Order 13526, Classified National Security Information
- n) National Industrial Security Operating Manual (NISPOM) 5220.22M
- o) DoD 5200.1-R, DoD Information Security Program
- p) SECNAV M 5510.36A, DoD Information Security Program Regulation
- q) DoD Directive 5210.55, Selection of DoD Military and Civilian Personnel and Contractor Employees for Assignment to Presidential Support Activities, July 6, 1977 (cancelled)
- r) DoD Instruction 5210.87, Selection of DoD Military and Civilian personnel and Contractor Employees for Assignment to Presidential Support Activities, November 30, 1998
- s) Presidential Vertical Lift Platform(s) (VXX) Security Classification Guide
- t) All applicable Navy directives, instructions, handbooks and policy driven documentation.

### **3. PERFORMANCE BASED REQUIREMENTS**

The Contractor shall manage and provide the resources to successfully execute this PBSOW. The Contractor shall perform acquisition and sustainment logistics functions in support of all areas of PMA-274 VH-3D, VH-60, VXX Supportability, and associated termination/sundown programs.

#### 3.1 VXX Logistics IPT (RDT&E)

##### 3.1.1 Logistics Program Management

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 13 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.1.1 The Contractor shall support the production of program-planning documents, investigate discrete activities within each logistics and hardware element area, recommend interrelationships and dependencies of all activities, and compare these with established milestones and constraints. Recommend schedules for each discrete activity and provide recommendations for the schedules that ensure the accomplishment of program milestones.

3.1.1.2 The Contractor shall participate proactively with the IPTs and provide the planning support, administrative support, meeting minutes, and action chit tracking programs required ensuring successful completion of the IPT process.

3.1.1.3 The Contractor shall provide recommendations for the development of supportability Statements of Work (SOWs), Statements of Objective (SOOs), and Performance Based Supportability Specifications for new acquisitions and modification programs, utilizing the DOD's Acquisition Logistics Handbook, Logistics Management Information Performance Specifications, GEIA-0007, and NAVAIR and DOD Instructions and guides as reference material. The Contractor shall review and monitor subject Statements of Work, Specifications and associated Contract Data Requirements Lists (CDRLs) for compliance to logistics program objectives.

3.1.1.4 Using the current DoD and Navy Directives and Instructions (e.g. but not excluding others, DODD 5001.1 The Defense Acquisition System, DODI 5002 Operation of the Defense Acquisition System, DoDD 5000 2-R Mandatory Procedures for Major Defense Acquisition Programs, and DOD PSM Guidebook) the Contractor shall identify and manage requirements for logistics acquisitions, modifications, and sustainment support.

3.1.1.5 The Contractor shall identify and assess factors impacting supportability for specific weapon systems/subsystems. The Contractor shall assess planning/management data and documentation to identify these supportability/risk problem areas and provide recommendations to the Government.

3.1.1.6 The Contractor shall provide recommendations for developing the Logistics Requirements Funding Summary (LRFS). The LRFS shall include the funding requirements and justification for all the integrated product support elements. The LRFS shall be developed utilizing NAVAIR Logistics competency approved automated tools.

3.1.1.7 The Contractor shall conduct investigations, technical studies and evaluations to identify the current status of the integrated product support elements affecting modification or modification capability development

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 14 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

programs. Problem areas shall be identified and recommendations provided to correct them. The Contractor shall provide technical recommendations relating to supportability improvements using data resulting from on-going activities, such as SETR events, Integrated Logistics Support Management Team (ILSMT) meetings, Logistics Management Reviews (LMR), Program Progress Reviews (PPR), POPS Gate Reviews, as well as readiness and maintenance plan reviews.

3.1.1.8 The Contractor shall provide recommendations for developing and maintaining comprehensive affordable readiness plans for training, weapon systems, subsystems or support systems. The plans shall be developed utilizing Command developed templates. The plan shall contain operations and support cost reduction targets, define initiatives to achieve those targets, identify metrics used to measure program progress, and identify barriers and impediments to reach program goals.

3.1.1.9 The Contractor shall provide management support in the preparation, coordination, operation, and post evaluation of ILSMT reviews, Logistics In Process Reviews (LIPRs), PPR, IPT Meetings, Maintenance Engineering Logistics Reviews (MELR), Milestone/Design Reviews and other technical, training and logistics meetings. The Contractor shall take the following actions insuring achievement of operational/logistics requirements: 1) preparation of conference agenda; 2) conference scheduling and location identification; 3) drafting program planning briefs and presentation material; 4) tracking of action chits and monitoring milestones to ensure timely implementation; 5) attend and participate at subject reviews; and 6) responsible for hospitality arrangements. The Contractor shall prepare conference agendas and briefs/presentation materials compatible with the latest multimedia systems.

### 3.1.2 ILS Planning

3.1.2.1 The Contractor shall identify and evaluate logistics performance of current support systems. The evaluation shall measure quantitative and qualitative performance of traditional logistics databases as well as emerging concepts and support system constraints related to both processes and unit level execution protocols tailored to the HMX-1 mission. Concepts of Naval Aviation Enterprise Airspeed, theory of constraints, and six-sigma shall be considered for application to these analyses.

3.1.2.2 The Contractor shall develop and apply the necessary quantitative and qualitative methodologies, in cooperation with the affected LEMs, the OEM, and the user community to evaluate the impact of ILS shortfalls or

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 15 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

potential for possible improvements. The Contractor shall provide written descriptions of identified issues and/or opportunities and conduct the necessary analyses or studies to identify and document detailed recommendations for improvement or correction.

3.1.2.3 The Contractor shall provide recommendations for corrections/improvements for supportability studies, such as supply support plans, spare analyses, support equipment plans, technical data development plans and facilities requirements analyses.

3.1.2.4 The Contractor shall provide recommendations for developing a comprehensive In-Service Integrated Logistics Support (ILS) Plans for weapon systems, training equipment, subsystems and support systems. Review recommended changes from the fleet representatives, and other activities, Engineering Change Proposals (ECPs), Weapon Systems Planning Documents, Navy Training System Plan (NTSP); Support Equipment (SE) schedules and independent technical investigations.

3.1.2.5 Provide technical recommendations relating to supportability improvement using data resulting from on-going activities, such as ILSMT, Logistics Management Reviews (LMR), Readiness Improvement Review (RIP) and Readiness Improvement Reviews (RIP) and readiness and maintenance plan reviews.

### 3.1.3 Maintenance Planning and Sustaining Engineering

3.1.3.1 The Contractor shall provide qualified competent technical expertise and recommendation on maintenance planning and sustaining engineering matters to include: Review/Recommendations/Inputs to the Supportability Analysis Plan (SAP), Logistics Support Analyses (LSAs), maintenance philosophy, maintenance plans, Reliability Centered Maintenance (RCM) data and Level of Repair Analysis (LORA).

3.1.3.2 The Contractor shall assess existing, new, and modified prime Contractor/vendor supportability plans, maintenance strategies/plans and logistics analyses/reports to: 1) identify potential supportability related shortfalls; 2) recommend/implement government approved design changes or support alternatives to improve the supportability related characteristics of the HMX-1 aircraft design or support system; 3) recommend a POA&M for approved corrective actions that effects those changes; and 4) provide written recommendations and a POA&M for improvements during development or modifications of aircraft.

3.1.3.3 The Contractor shall provide support for the Maintenance Planning reviews; as well as provide assistance in

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 16 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

defining those integrated product support elements with SMEs for all technical and Logistics Management Information (LMI) data meetings.

3.1.3.4 The Contractor shall review prime Contractor(s) sample supportability analyses to assess the prime's ability to produce maintenance planning data. The Contractor shall make written recommendations for the adequacy of the plans in meeting the aircraft availability requirements and strategic recommendations.

3.1.3.5 The Contractor shall analyze independent investigations/studies of planned and proposed changes (ECP's, RAMEC's,) to weapon systems/components for impacts to their reliability, maintainability, or performance characteristics. The Contractor shall identify any impacts for these investigations and the effect on the Life Cycle Cost , Total Ownership Cost (TOC), maintenance task analysis, Maintenance Plans (MP), LORA, Technical Publications Deficiency Report (TPDR's), Engineering Investigation (EI), Quality Deficiency Report (QDR), provisioning impacts and computation, and their technical documentation.(QDR's).

#### 3.1.4 Automated Logistics Environment (ALE)/Technical Data

3.1.4.1 The Contractor shall support the LEM in management and strategy development of the Technical Development Program.

3.1.4.2 The Contractor shall provide recommendations on VXX Organizational, Intermediate and Depot (O-I-D) level publications, Interactive Electronic Technical Manuals (IETMs) and Portable Electronic Maintenance Aids (PEMA).

3.1.4.3 The Contractor shall analyze any proposed changes and technical data deficiencies to qualify and quantify impacts to any technical manuals, IETMs, related drawings, maintenance or operational data.

3.1.4.4 The Contractor shall support the development and validation of all AME products/technical data products, which document VXX operation/maintenance activities.

3.1.4.5 The Contractor shall ensure that ALE/technical data products content are consistent with the Government approved maintenance plans developed and approved by the VXX ILS program.

3.1.4.6 The Contractor shall analyze any technical data changes such as TPDRs or proposed changes to the IETMs and assess accuracy and provide impact.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 17 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.4.7 The Contractor shall support the technical data TIMs and In Process Reviews (IPRs). The Contractor shall provide minutes and track action items for all technical data meetings.

### 3.1.5 Supply Support

3.1.5.1 The Contractor shall coordinate with the Government and Prime Contractors to support development of a closed-loop supply support system that ensures the integrity of aircraft components.

3.1.5.2 The Contractor shall conduct analyses on the VXX aircraft to define spares requirements to support HMX-1 readiness objectives.

3.1.5.3 The Contractor shall research configuration data and define all parts peculiar to the VXX aircraft.

3.1.5.4 The Contractor shall review and analyze historical reliability and spares usage data from various sources including commercial/Government reporting systems to project demand areas for VXX WRAs and consumables. Develop spares recommendations that shall optimize total spares cost and achieve Readiness Goals using knowledge of spares modeling programs.

3.1.5.5 The Contractor shall utilize HMX-1 and DET CONOPs to define sparing scenarios applicable to VXX aircraft.

3.1.5.6 The Contractor shall support the development of a closed-loop secure plan for Repair and Overhaul (R&O) packaging, handling, shipping and transportation (PHS&T) provisions involving all aircraft subassemblies and associated SE components. The plan shall include PHS&T provisions for Non-RFI parts that are replaced from initial delivered aircraft and subassemblies that are stored for spares, pre-positioned spares, or spares returned to the depot repair facilities.

### 3.1.6 Support Equipment

3.1.6.1 The Contractor shall support the program's goal of minimizing Support Equipment support postures, by assessing the design, development, and production of deliverable items and associated software required to support and maintain the VXX system or portions of the system. The assessment shall include aircraft Peculiar Support Equipment (PSE), airframe PSE, propulsion PSE, and avionics PSE, other PSE, initial material requirements procurement of PSE; PHS&T PSE, training systems integration PSE and training device (simulator) PSE.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 18 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.6.2 The Contractor shall assess the design, development, and production of deliverable items and associated software required to support and maintain the VXX system or portions of the system. The assessment shall include aircraft Peculiar Support Equipment (PSE), airframe PSE, propulsion PSE, avionics PSE, other PSE, initial material requirements procurement of PSE; packaging, handling, shipping and transportation (PHS&T) PSE, training systems integration PSE, and training device (simulator) PSE.

### 3.1.7 Computer Resources (CR)

3.1.7.1 The Contractor shall provide recommendations to PMA-274 for Computer Resources Support identifying support issues and provide mitigation strategies.

3.1.7.2 The Contractor shall conduct investigations, technical studies and evaluations to identify the current status of Integrated Product Support Management elements affecting production, manufacture or production capability development programs. Problem areas shall be identified and correcting/mitigating recommendations provided.

3.1.7.3 The Contractor shall develop, review and update workload transitions, production support, and production plans.

### 3.1.8 Manpower/Personnel & Training/Training Systems Support

3.1.8.1 The Contractor shall support the Presidential Helicopter program office Assistant Program Manager for Training Systems (APM(TS)) in the VXX Training Systems acquisition process and in strategic management support.

3.1.8.2 The Contractor shall support the APM(TS) by: (1) performing Training Systems team-related administrative tasking, technical and program management tasking including providing applicable supportive materials; (2) developing, and updating Training Systems briefs and associated materials; (3) coordinating and maintaining Training Systems staffing requirements; and (4) supporting the Training Systems and program office risk and earned value management programs.

3.1.8.3 The Contractor shall provide draft inputs to the Training Systems sections for acquisition documents (i.e. statements of work and specifications) for APM (TS) review, approval, and update, and coordinate development and updates to the VXX Navy Training System Plan (NTSP).

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 19 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.8.4 The Contractor shall maintain the VXX Navy Training System Plan (NTSP) and requirements traceability verification matrices for the establishment and progress tracking of required aircrew and maintenance training courses. The Contractor shall track program training requirements from the VXX requirements documents and derived training requirements from the program SOW, specification, and other appropriate documents to verify the associated prime Contractors are in compliance with those requirements and report any resulting deviations to the APM(TS).

3.1.8.5 The Contractor shall evaluate and provide recommendations to the APM(TS) on the VXX training system requirements analysis for aircrew and maintenance personnel.

3.1.8.6 The Contractor shall provide logistic/cost/readiness/supportability assessments and manpower analysis to identify Table of Organization (T/O) needed to support the VXX Aircraft Program and MER.

3.1.8.7 Attend and provide materials for technical training meetings and programmatic conferences (i.e. Platform SDD reviews, IPT meetings, PMRs, etc) at various Government and Contractor sites, and record comments and recommendations relative to training issues that may impact the VXX Training program.

### 3.1.9 Diminishing Manufacturing Sources and Material Shortages (DMSMS)

3.1.9.1 The Contractor shall develop a process to monitor and manage DMSMS issues and obsolescence resolutions leveraging system configurations, component availability information, system reliability, spares availability, Pre-Planned Product Improvements (P3I) and technology roadmaps.

3.1.9.2 The Contractor shall provide input to the PMA-274 DMSMS Plan. The Contractor shall stay informed on NAVAIR's DMSMS directives, instructions and best business practices.

3.1.9.3 The Contractor shall analyze obsolescence alerts and recommend resolutions or analyze OEM/vendor's approach for short and long term impacts of potential obsolescence and material shortages. Provide alternatives for considering planned technical refresh, available new technologies and planned program updates.

3.1.9.4 The Contractor shall determine effects on the total ownership cost and provide recommendations to the APML on DMSMS management strategy to improve availability and cost avoidance to the program.

### 3.1.10 Facilities and Infrastructure

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 20 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.10.1 The Contractor shall conduct quantitative and qualitative analyses of the impact of any new hardware, support equipment or aircraft to the selected test and evaluation sites, training sites and operational sites. The Contractor shall assess the impact of these changes to documented plans (facilities requirements, site survey documentation etc.), recommend corrective actions and track implementation to meet site/unit activation planning milestones.

3.1.10.2 The Contractor shall draft Facilities Requirements Documentation.

3.1.10.3 The Contractor shall identify any current facilities deficiencies at VXX operational and support sites, identify resolutions, and monitor new developments and opportunities to put solutions in place.

3.1.10.4 The Contractor shall analyze supportability effectiveness at VXX operational sites. Identify significant issues by integrated product support element and support requirements. The Contractor shall provide recommendations for correcting all deficiencies identified.

3.1.10.5 The Contractor shall utilize program documents to support the development of the master schedule and validation of the site activation requirements and schedules.

### 3.1.11 Configuration Management (CM)

3.1.11.1 The Contractor shall develop specific elements of configuration management in support of the VXX weapons systems, training systems, and support equipment acquisition requirements documents for the logistics competency in accordance with NAVAIRINST 4130.1D, MIL-HDBK-61A, and NAVAIR 00-25-300.

3.1.11.2 The Contractor shall provide CM planning for the VXX systems acquisition and support the development of the VXX Configuration Management Plan (CMP) and Standard Operating Procedures (SOP). The Contractor shall review the CMP, SOP and VXX Statements of Work for editorial and technical compliance with the governing specifications and recommend changes to source materials and specific program requirements provided as GFI.

3.1.11.3 The Contractor shall determine the types of configuration documentation required for each Configuration Item (CI) to define its performance, function and physical attributes, including internal and external interfaces.

3.1.11.4 The Contractor shall develop and recommend management control techniques to track modifications,

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 21 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

plans, and reports; to analyze and track scheduled versus actual events; and to respond to requests for training technical information on similar items.

### 3.1.12 Business Case Analysis (BCA)

3.1.12.1 The Contractor shall provide recommendations for developing and modifying alternative supportability solutions (Contractor vs. Organic) for the VXX weapon systems, subsystem and/or support systems to identify the most effective plan to ensure the accomplishment of program objectives. The Contractor shall organize meetings and identify program support requirements and associated metrics.

3.1.12.2 The Contractor shall support BCA documentation by collecting and analyzing projected/baseline VXX support costs (for use in conducting Cost Benefit Analyses; and completing a Business Case Analysis).

3.1.12.3 The Contractor shall facilitate discussions to identify, prioritize and select potential support alternatives.

3.1.12.4 The Contractor shall provide support for conducting support-related Cost Benefit Analyses (CBAs).

3.1.12.5 The Contractor shall provide support for the preparation of the support-related Business Case Analysis (BCAs).

## 3.2 VH In-Service Logistics IPT (O&MN,N & APN)

### 3.2.1 Logistics Planning and Program Management

3.2.1.1 The Contractor shall participate proactively with the In-Service IPT and provide the planning support, administrative support, meeting minutes, and action chit tracking programs required ensuring successful completion of the IPT process. Using the current DoD and Navy Directives and Instructions (e.g. but not excluding others, DODD 5001.1 The Defense Acquisition System, DODI 5002 Operation of the Defense Acquisition System, DoDD 5000 2-R Mandatory Procedures for Major Defense Acquisition Programs, and DOD PSM Guidebook, April 2011), the Contractor shall identify and manage logistics requirements for modifications and sustainment support. (CDRL A0003)

3.2.1.2 Logistics Plans. The Contractor shall provide recommendations for developing a comprehensive Integrated Logistics Support (ILS) Plan for weapon systems, training device and training equipment, subsystems and support

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 22 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

systems. Review recommended changes from the fleet representatives, and other activities, Engineering Change Proposals (ECPs), Weapon Systems Planning Documents, Navy Training System Plan (NTSP); Support Equipment (SE) schedules and independent technical investigations.

3.2.1.3 The Contractor shall identify and evaluate baseline logistics performance of current support systems. The baseline shall measure quantitative and qualitative performance of traditional logistics databases and include emerging concepts and support system constraints related to both processes and unit level execution protocols tailored to the HMX-1 mission. Concepts of Naval Aviation Enterprise Airspeed, theory of constraints, and six-sigma shall be considered for application to these analyses. The Contractor shall work with Logistics Element Managers (LEMs), the Original Equipment Manufacturer (OEM), and the user community to evaluate the impact of identified logistics shortfalls and potential improvements. The Contractor shall provide recommendations for corrections/improvements for supportability studies, such as supply support plans, spares analyses, support equipment plans, technical data development plans and facilities requirements analyses. Alternate strategies shall include modern approaches and synergies associated with supply chain management, condition based maintenance technologies, and institutionalization of reliability centered maintenance analysis and consideration of genuine integrated maintenance concepts principles.

3.2.1.4 Supportability Recommendations for Modification Programs. The Contractor, through evaluation of maintenance and cost databases for the VH-3/VH-60 and, in the case of new hardware or other support system changes, the examination of predicted data sources (e.g. LMI database) shall identify the principal factors that affect platform supportability. Further analysis of these factors shall be used to quantify the scope and the nature of logistics support required to meet operational mission requirements efficiently and effectively and recommend the necessary adjustments to the logistics support or otherwise mitigate factors impacting platform supportability. The contractor shall summarize these evaluations and provide recommendations for the development of supportability SOW, SOO, and Performance Based Supportability Specifications for modification programs, utilizing the DOD's Acquisition Logistics Handbook and the Logistics Management Information Performance Specification as reference material. In addition, the Contractor shall analyze independent investigations/studies of planned and proposed changes (e.g., ECPs, RAMECs) to weapon systems/components/training systems for reliability, maintainability, or performance characteristics impacts. The Contractor shall identify any impacts for these investigations and the effect on the Life Cycle Cost, Total Ownership Cost (TOC), maintenance task analysis, LOR analysis,

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 23 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

TPDR's, EI, QDR, provisioning impacts and computation and their technical documentation.

3.2.1.5 ILSP for Modifications. The Contractor shall determine logistics support requirements associated with the acquisition product support elements applicable to In-Service Aircraft modifications. These determinations shall be supported by analysis documentation assessing the impact to each integrated product team/ support element. The Contractor shall provide recommendations for developing and modifying alternative logistics strategies for the subject system/ subsystem and/or support systems to identify the most effective plan to ensure the accomplishment of program objectives. The Contractor shall support the Principal APML and Principal Deputy APML in review and revision of the ILSP for the In-Service Aircraft.

3.2.1.6 ILA and Training. The Contractor shall conduct a comprehensive integrated logistics audit to include related training support. The Contractor's assessment shall include existing, new, and modified prime Contractor maintenance plans to: 1) Identify potential supportability related shortfalls; 2) Recommend and help implement design changes or support alternatives to improve the supportability related characteristics of the HMX-1 aircraft design or support system; and 3) Recommend a POA&M for approved corrective actions that effects those changes.

3.2.1.7 LRFS Support. The Contractor shall provide recommendations for developing the Logistics Requirements Funding Summary (LRFS). The LRFS shall identify logistics requirements, justification and budget estimates for all the integrated product team(s)/support elements. Upon receipt of LRFS funding, the Contractor shall generateand submit for approval the obligation and spend plans for acquiring the logistics support resources necessary to maintain the weapon system at a prescribed level of operational availability. The LRFS shall be developed utilizing existing automated tools.

3.2.1.8 Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Analysis. The Contractor shall provide recommendations for the development of LCC and TOC Management Plans. Contractor shall assess maintenance alternatives and identify advantages and disadvantages of LCC/TOC planning and maintenance concepts for the selected end items. The Contractor shall provide recommended updates to the LCC/TOC program plans and technical information requirements. The Contractor shall perform Life Cycle, Operations and Sustainment, and development cost analyses in general in accordance with SECNAVINST 5000.2C, DoD 5000.2 or other cost analysis guidance and procedures.

3.2.1.9 Procurement Planning Conference Support. The Contractor shall provide technical support for PPC

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 24 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

meetings for establishment of out-year support contracts to include support for the in-service training systems. The Contractor shall develop exhibits from previous years support contracts which can support identifying shortfalls and recognize priority realignments requirements. The contractor shall support the generation of Procurement Planning Agreements, Program Initiation Documents, SOWs, and CDRLs, along with routing and tracking PIDs in ERP.

**3.2.1.10 Affordable Readiness Plans.** The Contractor shall provide recommendations for developing and maintaining comprehensive affordable readiness plans for training systems, weapon systems, subsystems or support systems. The plans shall be developed utilizing Command developed templates. The plan shall contain operations and support cost reduction targets, define initiatives to achieve those targets, identify metrics used to measure program progress, and identify barriers and impediments to reach program goals.

**3.2.1.11 SPAR Analysis.** The Contractor shall provide updates to milestone charts to reflect Special Progressive Aircraft Rework (SPAR) schedule changes and changes in the maintenance training concept precipitated by modifications or other changes as a result of these analyses. The Contractor shall review training devices, including hardware and attendant ILS data requirements specified in SPAR contracts; including CDRLs and Data Item Descriptions (DIDs). In addition, the Contractor shall provide recommendations concerning which data deliverables are required to support training and SPAR effort.

**3.2.1.12 In-Service Modifications and Retrofit Program Management and Execution.** The Contractor shall provide in-service program planning, programming, budgeting and monitoring of fleet level retrofit of all Type/Model/Series VH aircraft. This retrofit activity will include safety, survivability, reliability, and capability enhancements to the air vehicle, engines, dynamic components, flight avionics, mission avionics, training systems and weapon systems.

**3.2.1.13 Maintenance Planning.** The Contractor shall provide recommendations on maintenance planning matters to include: review/recommendations/inputs to the Logistics Support Analyses (LSAs), maintenance plans, and Level of Repair Analysis (LORA). The Contractor shall assess maintenance plans against existing and planned resources for HMX-1 to identify discrepancies or opportunities for improvement. The Contractor shall assess existing, new, and modified prime Contractor/vendor supportability plans, maintenance strategies/plans and logistics analyses/reports. The Contractor shall assess the prime contractor's ability to produce maintenance planning data and identify potential supportability related shortfalls. The Contractor shall make written

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 25 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

recommendations for the adequacy of the plans in meeting the aircraft availability requirements and strategic recommendations. The Contractor shall recommend/implement design changes or support alternatives to improve the supportability related characteristics of the HMX-1 aircraft design or support system. The Contractor shall provide support for the Maintenance Planning reviews and all technical and maintenance planning and Logistics Management Information (LMI) data meetings.

3.2.1.14 Power and Propulsion Logistics Management. The Contractor shall conduct review of in-service propulsion system logistics support planning and provide in-service the Principal APML and Principal Deputy APML with recommended requirements for the requirements necessary to support the propulsion system at the Organizational maintenance level. The Contractor shall apply the same logistics approaches as addressed above to meet these propulsion system objectives. The Contractor shall provide recommendations in support of both long-term and short-term engine forecasting requirements. These forecasts shall include fleet demands for dynamic components, whole engines (installed and spares) at the operational level, modules and components at the intermediate level, and bit-and-piece part support at the depot level of maintenance. The Contractor shall utilize various data collection systems including Aircraft Engine Maintenance System (AEMS), Parts Life Tracking Systems (PLTS), Engine Component Tracking (ECOMTRACK) and 3-M peculiar to engines, modules, and life limited components to develop these recommendations.

3.2.1.15 Facilities/Infrastructure and Site Evaluations. The Contractor shall conduct on-site quantitative and qualitative analyses of the impact of any new hardware support equipment to the selected test and evaluation sites, training sites and operational sites. The Contractor shall assess the impact of these changes to documented plans (facilities requirements, site survey documentation etc.), recommend corrective actions and track implementation to meet site/unit activation planning milestones. The Contractor shall recommend updates to milestone charts to reflect delivery schedule changes or slippages, course updates and changes in the logistics requirements precipitated by the new hardware. The Contractor shall identify any current facilities deficiencies at operational and support sites, identify resolutions, and monitor new developments and opportunities to put strategic solutions in place. The Contractor shall develop strategic plans in place to accommodate subject facility requirements including recommendations related to all integrated product support elements.

3.2.1.16 Technical Data. The Contractor shall provide competent technical expertise and recommendation on VH

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 26 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Organizational, Intermediate and Depot (O-I-D) level publications. The Contractor shall analyze any proposed changes and technical data deficiencies to qualify and quantify impacts to any technical manuals, Electronic Technical Manuals (ETMs), related drawings, maintenance or operational data. The Contractor shall ensure that technical data products content are consistent with the Government approved maintenance plans developed and approved by the logistics program. The Contractor shall provide analysis any technical data changes such as TPDRs or proposed changes to the technical data and assess accuracy and provide impact.

3.2.1.17 Manpower/Personnel & Training/Training Systems Support. The Contractor shall support the Presidential Helicopter program office Assistant Program Manager for Training Systems (APM(TS)) in the VH in-service Training Systems acquisition process and in strategic management support.

3.2.1.18 The Contractor shall support and/or represent the APM(TS) by: (1) performing Training Systems team-related administrative tasking, technical and program management tasking including providing applicable supporting materials; (2) developing, and updating Training Systems briefs and associated materials; (3) coordinating and maintaining Training Systems staffing requirements; and (4) supporting the Training Systems and program office risk and earned value management programs.

3.2.1.19 The Contractor shall provide draft inputs to the Training Systems sections for acquisition documents (i.e. statements of work and specifications) for APM (TS) review, approval, and update, and coordinate development and updates to the VH in-service Navy Training System Plan (NTSP).

3.2.1.20 The Contractor shall attend technical training meetings and programmatic conferences (i.e. IPT meetings, PMRs, etc) at various Government and Contractor sites, and record comments and recommendations relative to training issues that may impact the in-service Training program.

3.2.1.21 Logistics Meetings and Conferences. The Contractor shall, provide management support in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Logistics In Process Reviews (LIPRs), Program Progress Reviews (PPR), Integrated Product Team (IPT) Meetings, Maintenance Engineering Logistics Reviews (MELR), Milestone/Design Reviews and other technical, training and logistics meetings. The Contractor shall perform the following actions: 1) preparation of conference agenda; 2) conference scheduling and location identification; 3) drafting program planning briefs and

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 27 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

presentation material; 4) tracking of action chits, taking minutes and monitoring milestones to ensure timely implementation, and 5) attend and participate at subject reviews. The Contractor shall prepare conference agendas and briefs/presentation materials compatible with the latest multimedia systems. The Contractor shall follow up conferences with evaluation of meeting results, preparation of minutes, and documenting and tracking through completion the action items. These tasks shall be provided in a comprehensive, coordinated and timely manner.

(CDRL A0003)

### 3.2.2 Configuration Management (CM)

3.2.2.1 The Contractor shall provide expertise to support the PMA-274 CM Programs to ensure that Engineering Change Proposals meet NAVAIR criteria for executability and supportability. Evaluations shall be qualitative and include a description of deficiencies with recommended corrections. 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 in accordance with NAVAIRINST 4130.1D, MIL-HDBK-61A, and NAVAIR 00-25-300.

3.2.2.2 The Contractor shall provide recommendations on the feasibility of planned and mod programs and review CM policy documentation to ensure consistency with mod program requirements. The Contractor shall compile statistics and prepare charts and graphs pictorially portraying metrics using the standard NAVAIR approved configuration management system.

3.2.2.3 The Contractor shall identify Configuration Status Accounting System (CSAS) and CM issues and problems for consideration by the Configuration Status Accountability Team.

3.2.2.4 The Contractor shall provide CM planning for systems acquisition and support the development of Configuration Management Plans (CMP) and Standard Operating Procedures (SOP). The Contractor shall review the CMP and SOP for editorial and technical compliance with the governing specifications. The Contractor shall recommend changes to related source materials and specific program requirements provided as GFI. In execution of the CMP, the Contractor shall select configuration items at appropriate levels of the product structure.

3.2.2.5 The Contractor shall provide recommendations for the incorporation of modifications into engines, modules, and components.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 28 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.2.2.6 The Contractor shall make recommendation regarding the types of configuration documentation required for each Configuration Item (CI) to define its performance, function and physical attributes, including internal and external interfaces.

3.2.2.7 The Contractor shall make written recommendations for updating documentations for configuration management and activities and schedules.

3.2.2.8 The Contractor shall prepare inputs for Configuration Control Board (CCB) consideration. The Contractor shall provide CCB Change Request Forms aircraft/trainer and its systems and subsystems change request/proposals. The Contractor shall coordinate and distribute CCB change request/directive for staffing to obtain concurrence for the proposed changes.

3.2.2.9 The Contractor shall review and assess all configuration change documentation to ensure that training and ILS requirements are properly and sufficiently addressed and consistent with known program constraints. The Contractor shall provide recommendations regarding problem areas, improvements, planning factors and impacts.

3.2.2.10 The Contractor shall conduct technical analyses and provide recommendations for airframe, propulsion systems, and other program ECPs, requests for Deviations and Waivers, proposed RAMECs, and Engine Service Bulletins and all other configuration change documentation to identify impact on training/trainers and any system support items. Identify changes to individual integrated product support elements requirements data and planning documents and provide recommended revisions.

3.2.2.11 The Contractor shall analyze training and ILS documentation related to the CM Program, ECPs, Proposed RAMECs, and TDs. The Contractor shall provide recommendations for timely CM, ECPs, RAMECs, and TDs review, implementation, and support.

3.2.2.12 The Contractor shall conduct analyses of proposed aircraft/training system TDs. Conduct continuous document review to ensure compliance with approved ECPs and Technical Directive Detailed Data Sheets (TDDDS). The Contractor shall ensure all affected integrated product support elements have been addressed per current NAVAIR 00-25-300.

3.2.2.13 The Contractor shall provide engineering, and analytical support for improving the quality and efficiency of the team's CM process using various existing management tools including (but not limited to) Modification

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 29 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Management Information System (MODMIS) 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) and provide recommendations for improvement.

3.2.2.14 The Contractor shall populate MODMIS/CMIS with data relevant to ECP processing and management. The Contractor shall provide validation to ensure the completeness and accuracy of the data as it is entered.

3.2.2.15 The Contractor shall provide program specific training and ILS-ECP review procedures that shall allow identification of the impact(s) of ECPs relative to support resources, maintenance and LCC requirements for the In-Service Aircraft. Procedures shall consider: (1) collection of standard LSA/Maintenance Plan Analysis (MPA) requirements and baseline procedures relative to the analysis of ECPs, (2) recommendation of baseline procedures in conjunction with the baseline LSA 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 ILS-ECP impact analysis.

3.2.2.16 The Contractor shall develop and recommend management control techniques to track modifications, plans, and reports; to analyze and track scheduled versus actual events; and to respond to requests for training technical information on similar items.

3.2.2.17 The Contractor shall maintain a repository for all CM change documentation, technical directives and correspondence.

3.2.2.18 The Contractor shall conduct technical analyses and provide In-Service 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. The Contractor shall provide configuration status change documentation. Status shall include the results of ongoing analyses performed to ensure each new system is compatible with life cycle planning relative to the In-Service aircraft/training and its systems and subsystems.

#### **4 DELIVERABLES**

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 30 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

#### 4.1 Monthly Progress Reports

The Contractor shall prepare monthly contract status reports that include the current status of contract funding (charges versus funding remaining), Contractor personnel status (number onboard, changes, issues), travel summary, equipment purchases (including ADP), other purchases, major accomplishments summary, and issues/problems to be addressed in accordance with CDRL A001.

#### 4.2 Monthly Funds and Expenditure Report

The Contractor shall submit a Funds and Man-Hour Expenditure Report that shows the status of contract funds by Contract Line Item Number (CLIN). The report shall provide detail cost curves depicting planned and actual costs for each labor and ODC (travel, NMCI and materials) CLIN. Additionally, this report shall include detailed man-hour and cost information (planned and actual) for each person, grouped by each sub-Contractor that shows the labor category. The Contractor shall submit the Funds and Man-Hour Expenditure Report in accordance with CDRL A002.

#### 4.3 Conference/Meeting Minutes and Presentations

The Contractor shall submit Conference/Meeting Minutes and Presentations in accordance with CDRL A003.

#### 4.4 Incurred Cost and Progress Reporting

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred Cost and Progress Reporting for Services," CDRL A005, and contract attachment J6.

### 5 PERSONNEL/FACILITY REQUIREMENTS

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 31 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

#### 5.1 PLACE Of PERFORMANCE

The Contractor shall perform work primarily at the Naval Air Station Patuxent River, Maryland. As required, some tasks may be recommended for off-site stations.

#### 5.2 Contractor Facilities

The Contractor shall provide and support facilities for Contractor personnel supporting this contract that are not working aboard Government locations (off-site) with office space, telephone, copiers, facsimile, other necessary equipment, and appropriate access to information systems, including NMCI. The Contractor shall provide facilities to support meetings of up to 30 people within 10 miles of Gate 1 of NAS Patuxent River, MD.

#### 5.3 Government Facilities

The Government shall provide and support facilities for 20 Contractor personnel supporting this contract aboard Government locations (on-site) with office space, telephone, copiers, facsimile, other necessary equipment and appropriate access to information systems, including NMCI.

#### 5.4 Material

The contractor shall provide all materials to complete any requirement of this task order. Any Information Technology (IT) material purchased shall have prior IT approval in accordance with the Clinger-Cohen Act of 1996. It will be necessary for the contractor to have a material funding allocation (CLIN) to immediately respond to program requirements. For all material requirements, prior COR approval is required.

#### 5.5 Non-Disclosure Agreements

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 32 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

In the performance of the contract, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the contract execute a non-disclosure agreement satisfactory to the Task Order Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor and employees' duties with respect to non-public information and promise to comply with those obligations. A copy of the executed non-disclosure agreements shall be provided to the Government.

#### **5.6 Reserved**

#### **5.7 Travel**

Contractor personnel shall travel to various locations within and outside the continental United States (OCONUS). Government Team Leads shall identify specific travel requirements for supporting Contractor personnel. Passports for OCONUS travel may be required and shall be acquired by the Contractor. Visit requests and country clearances shall be processed by the Contractor. Travel shall be reimbursed at cost in accordance with the Joint Travel Regulations.

### **6 PROGRAM SECURITY**

#### **6.1 Secured Data Management**

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified information (CUI) and Personally Identifiable Information (PII). Classified information and CUI shall be protected in accordance with Executive Order 13526, Classified National Security Information; DoD 5200.1-R, Information Security Program; SECNAV M-5510.36, DoN Information Security Program, DoD 5220.22-M, National Industrial Security Operating Manual (NISPOM), and the DoD Contract Security Classification Specification, DD Form 254. Contractor personnel shall comply with host military installation(s) and facility security policies and procedures.

The Contractor shall protect classified government information in accordance with the Presidential Vertical Lift

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 33 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Platform(s) VXX Security Classification Guide (SCG), the VH-60N Executive Transport Security Classification Guide, the VH-3D Executive Transport Security Classification Guide, and all security classification guides of systems/information associated with the Government acquisition programs for derivative classification, identification of the level and duration of classification for specific information elements, and public release requirements.

#### 6.1.1 Distribution Statement

The Contractor shall use the following Distribution Statement on the bottom of the front/cover page of all technical documents to help prevent the inadvertent or unauthorized disclosure of sensitive program information:

**"DISTRIBUTION STATEMENT F:** Further dissemination only as directed by the Presidential Helicopters Program Office (PMA-274), Patuxent River MD 20670, May 2010, or higher DoD authority."

#### 6.1.2 For Official Use Only (FOUO)

The Contractor shall apply the following statement on all documents containing Controlled Unclassified technical information in accordance with DoD 5200.1-R, Appendix 3. FOUO documents and material transmitted outside the U. S. Department of Defense must bear an expanded marking on the face of the document so that non-DoD holders understand the status of the information. Document security markings shall be applied at the time documents are drafted, to promote proper protection of the information. Classified documents shall be coordinated through the cognizant on-site government security office to ensure proper marking, handling, dissemination and protection.

"This document contains information exempt from mandatory disclosure under the FOIA.

Exemptions b(2) and b(4) apply."

#### 6.1.3 Privacy Act Information

The Contractor shall apply the following statement on all documents and material containing PII, defined in The Privacy Act of 1974, 5 U.S.C. § 552a (2000). PII shall be handled, protected and destroyed in the same manner as FOUO.

"FOR OFFICIAL USE ONLY – PRIVACY SENSITIVE – Any misuse or unauthorized disclosure can result in both civil and/or criminal penalties"

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 34 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

#### 6.1.4 Destruction Notice

The Contractor shall apply the following statement on destroying classified documents and material in accordance with DoD 5220.22-M (NISPOM), DoD 5200.1-R, and SECNAV M-5510.36. CUI/FOUO and limited distribution documents shall be destroyed by any method that prevents disclosure of contents or reconstruction of the document.

The following destruction notice shall be placed at the bottom of the front/cover page for all technical documents:

"Destruction Notice: Destroy by any method that will prevent disclosure of contents or reconstruction of document. Local reproduction authorized."

#### 6.1.5 Export Controlled Information

The contractor shall place the following statement on the bottom of the front/cover page for all technical documents that are export controlled under the International Traffic in Arms Regulations (ITAR):

**"WARNING:** This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

When it is technically infeasible to use the entire statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export-Controlled Data" required by DoD Directive 5230.25.

#### 6.1.6 Authorized Release of Government Information

The Contractor shall ensure program information intended for public release, including posting on the World Wide Web, or for marketing, are processed through the NAVAIR/NAWCAD-7.5 Office of Public Affairs prior to release. Material includes technical papers, reports, presentations, news releases, videos (with scripts), photographs (with captions), viewgraph presentations (with scripts), web pages, etc., and any material presented at symposia, conferences, etc., at hotels and conference centers.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 35 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Release of Government controlled unclassified information (not previously approved for public release) to foreign entities or US citizens working for a foreign owned, controlled, or influenced (FOCI) company is restricted by DoD 5220.22M, (NISPOM), the ITAR and all applicable US Export Control laws and regulations. The Contractor shall submit all materials, including note pages in all briefings and slide presentations, at least **10 working days** prior to the date necessary for release, to the NAVAIR Public Affairs Office (AIR-7.5). All public release requests shall be submitted to:

Commander, Naval Air Systems Command (NAVAIR/NAWC/AD-7.5)

Office of Public Affairs, BLDG 2272

47123 Buse Road

Patuxent River, MD 20670

301-757-1487

#### 6.1.7 Unauthorized Release of Government Information

The Contractor shall immediately notify the Contracting Officer Representative (COR) and the Government Program Security Manager (PSM) of any unauthorized realease of Government information. An unauthorized disclosure or release of technical program information is the inadvertent, unauthorized or illegal conveyance of technical program information and/or data, in any manner, to a representative of a foreign government or entity, or to any person(s) not previously authorized by the Government. The methods of disclosure or release include oral, physical, and visual.

The Contractor shall develop and implement risk mitigation plans to correct identified security vulnerabilities/deficiencies within 30 days of identification of security violations, the unauthorized release or disclosure of sensitive program information (classified or controlled unclassified). The Contractor shall notify the COR, in writing, on any specific security deficiency requiring more than 30 day's corrective action. Reporting security violations to the COR does not replace the reporting requirements in the NISPOM.

#### 6.1.8 Dissemination of Government Information

The Contractor shall not use program sensitive data not previously approved for public release for marketing

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 36 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

purposes. All information dissemination, including information disseminated in a classified environment, must be approved by the Government.

## 6.2 Personnel Security Clearances

The Contractor shall ensure that all personnel, prior to starting work, have a minimum of Department of Defense (DoD) National Agency Check (NAC), or have an equivalent. The Contractor shall ensure that all personnel maintain their security clearances in order to perform the work assigned and access the facilities required to perform the work. The Contractor shall ensure that personnel meet eligibility requirements for clearance/access to classified information at the level required (Secret, Top Secret and Yankee White).

The Contractor shall comply with personnel security requirements for Secret and Top Secret clearances in accordance with the National Industrial Security Program Manual (NISPOM) 5220.22M and for Yankee White access in accordance with Selection of DoD Military and Civilian personnel and Contractor Employees for Assignment to Presidential Support Activities (PSAs) (DoD Directive 5210.55 and DoD Instruction 5210.87). Specifics requirements are as follows:

**Secret** – personnel filling positions/labor categories requiring a secret clearance shall have current secret clearance at time of contract award.

**Top Secret** – personnel filling positions/labor categories requiring a top secret clearance shall have a current Top Secret clearance at time of contract award. In lieu of a current Top Secret clearance, an Interim Top Secret is authorized in accordance with NISPOM.

**Yankee White** – personnel filling positions/labor categories requiring Yankee White access level shall have a current Yankee White access level or be able to obtain a favorable Yankee White approval in accordance with DoD Directive 5210.55 and DoD Instruction 5210.87.

## 6.3 Common Access Card (CAC)

The Contractor shall ensure that all personnel requiring access to Government information systems comply with the

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 37 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

requirements to obtain a CAC. Contractor personnel are responsible to obtain and maintain a current CAC, after approval by the PMA 274 Contractor CAC Trusted Agent.

#### 6.3.1 Access to Government Facilities

The Contractor shall provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD (see NAVAIR Clause 5252.204-9502 Requirements for Local Security System (NAVAIR) (OCT 2005) in Section C). In addition, the Contractor shall provide quarterly reports with gains/losses and any changes to current personnel.

#### 6.4 Identification of Contractor Personnel

Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the Contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference (in person or on phone) where contractor personnel are in attendance.

Government Furnished Materials/Equipment/Information (GFM/E/I). It is not anticipated that GFM/E/I is required for the performance of this contract. If a GFM/E/I List requirement is identified, the COR shall be notified to determine necessity. If authorized, the COR will provide the GFM/E/I to the contractor. Upon completion of the task or personnel transition off the task, Contractor personnel shall return all Government Furnished Information (GFI) and Government Furnished Equipment (GFE). GFI includes technical data electronically stored or located on computers, laptops, and external hard drives. GFE includes any equipment provided by the Government including identification badges.

#### 6.5 Standards of Quality

The work identified here shall be performance based. An evaluation and reporting process is provided in the Quality Assurance Surveillance Plan (QASP) provided as an attachment to the task order in Section J.

#### 6.6 Minimum Personnel Requirements

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 38 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## DEFINITIONS

As used in the minimum personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

academic year - a full or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed.

accredited institution - a post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

accredited program - an educational program or course of study offered by a post-secondary educational institution which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

degree - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

logistics discipline - when used in relation to educational or work experience requirements, "logistics" shall mean any of the following specific subjects, disciplines, or areas of work experience only: air vehicle, avionics, acquisition logistics, sustainment logistics, the logistics elements the experience is in.

## experience and years of experience

- a) When used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.
- b) When used in relation to requirements for a particular term or period of participation, "years of experience" shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

postgraduate degree - a master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

## Labor Category Qualifications:

### **Key Personnel:**

**Senior Acquisition/Operations Logistics Manager/Onsite Leads (KEY)** – Acts as day-to-day onsite technical and personnel lead for the task order for each APML. Must have: Bachelor's degree from an accredited college or university plus eight years out of the last ten years experience must be in acquisition and/or operational logistics support/maintenance engineering. In addition must have three years experience out of the last eight years in program management. Eight years of additional operational logistics management experience may be substituted for a Bachelor's degree. A Master's degree may be substituted for two years of operations logistics experience.

Experience must include: A minimum of four years experience supervising and directing at least three acquisition/operations logisticians in the performance of comprehensive analysis across the spectrum of ILS elements, during a job assignment in an operational command or supporting an operational command. A minimum of four years of DOD acquisition and/or operational logistics support experience. A minimum of four years of

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 39 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

specific experience in acquisition and/or operational logistics planning which demonstrates the ability to perform independent work to provide logistics and support system effectiveness analysis, studies and evaluations. Fifteen years of experience in acquisition and/or operational logistics support/maintenance engineering at the non-commissioned/senior non-commissioned officer level (in combination), and/or at the warrant and/or field grade officer or higher level may be substituted for six of the twelve years (of the last fifteen). Naval or Marine Corps Aviation maintenance or supply experience is required for this substitution. Shall be knowledgeable of S-1000D and advance ALE/Data Systems.

**Senior Logistics Specialist (KEY)** - Must have: Bachelor's degree from an accredited college or university plus six years out of the last ten years experience must be in acquisition logistics support/maintenance engineering, or a Society of Logistics Engineers (SOLE) Logistician certification program as a Demonstrated Master Logistian (DML) plus three years of recent experience in acquisition logistics/maintenance engineering. Five years of acquisition or operational logistics management experience may be substituted for a Bachelor's degree. A Master's degree may be substituted for two years of acquisition logistics experience.

Experience must include: A minimum of four years of specific experience in technical analysis of logistics acquisition requirements analysis as well as experience demonstrating ability to independently perform ILS studies, analysis, and evaluations in support of DOD weapons systems/equipment, both air vehicle and avionics. Shall be knowledgeable of S-1000D and advance ALE/Data Systems.

**Senior Training Specialist (KEY)** - Must have: Bachelor's degree from an accredited college or university plus six years out of the last ten years experience must be in acquisition logistics support/maintenance engineering, or a Society of Logistics Engineers (SOLE) Logistician certification program as a Demonstrated Master Logistian (DML) plus three years of recent experience in acquisition logistics/maintenance engineering. Five years of acquisition or operational logistics management experience may be substituted for a Bachelor's degree. A Master's degree may be substituted for two years of acquisition logistics experience.

Experience must include: A minimum of four years of specific experience in technical analysis of acquisition training requirements. A minimum of four years of specific experience in training requirements development and training contract oversight. Experience or education demonstrating ability to perform ILS studies, analysis, and evaluations in support of DOD weapons systems/equipment is required. Shall be knowledgeable of S-1000D and advance ALE/Data Systems.

#### Non-Key Personnel

**Senior Logistics Manager** - Must have: Bachelor's degree from an accredited college or university plus ten years experience in acquisition logistics support/maintenance engineering, or a Society of Logistics Engineers (SOLE) Logistician certification program as a Demonstrated Master Logistian (DML) plus six years of recent experience in acquisition logistics/maintenance engineering. Five years of additional acquisition or operational logistics management experience may be substituted for a Bachelor's degree. A Master's degree may be substituted for two years of acquisition logistics experience.

Experience must include: A minimum of four years experience supervising and directing the activities of at least two acquisition logistics managers in the performance of comprehensive analysis across the spectrum of ILS elements, during a job assignment in an Acquisition Command or supporting an acquisition command. A minimum of four years of DOD acquisition logistics support experience to include specific experience in acquisition logistics planning and management is required. Experience must demonstrate the ability to perform independent work to provide logistics and support system effectiveness analysis, studies and evaluations in support of DoD weapons systems and equipment.

**Logistics Manager** - Must have: Bachelor's degree from an accredited college or university plus twelve years out of the last fifteen years experience must be in operational logistics support/maintenance engineering, or Demonstrated Master Logistian (DML) plus six years of recent experience in acquisition logistics/maintenance engineering. Five years of additional operational logistics management experience may be substituted for a Bachelor's degree. A Master's degree may be substituted for two years of operations logistics experience.

Experience must include: Minimum of four years experience supervising and directing at least three operational

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	40 of 76	

technicians in the performance of comprehensive analysis across the spectrum of ILS elements, during a job assignment in an Operational Command or supporting an operational command. A minimum of four years of DOD operational logistics support experience. A minimum of four years of specific experience in operational logistics planning which demonstrates the ability to perform independent work to provide logistics and support system effectiveness analysis, studies and evaluations. Shall be knowledgeable of S-1000D and advance ALE/Data Systems.

**Senior Logistics Analyst** - Must have: Bachelor's degree from an accredited college or university plus six years out of the last ten years experience must be in acquisition/operational logistics support/maintenance engineering, or Demonstrated Master Logistician (DML) plus three years of recent experience in acquisition logistics/maintenance engineering. Five years of additional operational logistics management experience may be substituted for a Bachelor's degree. A Master's degree may be substituted for two years of operations logistics experience.

Experience must include: minimum of three years of specific experience in technical analysis of operational ILS requirements. A minimum of three years of specific experience in operational logistics planning. Experience or education demonstrating ability to review technical data, analyze trends, assess operational impacts, and prepare reports on corrective actions or risk mitigations.

**Logistics Analyst** - Must have: Bachelor's degree from an accredited college or university plus six years out of the last ten years experience must be in operational logistics support/maintenance engineering, or Demonstrated Master Logistician (DML) plus three years of recent experience in acquisition logistics/maintenance engineering. Five years of additional operational logistics management experience may be substituted for a Bachelor's degree. A Master's degree may be substituted for two years of operations logistics experience.

Experience must include: minimum of three years of specific experience in technical analysis of operational ILS requirements. A minimum of three years of specific experience in operational logistics planning. Experience or education demonstrating ability to accumulate technical data, analyze trends, assess operational impacts, and make recommendations for corrective actions or risk mitigations.

**Logistics Specialist** - Must have: Bachelor's degree from an accredited college or university plus six years out of the last ten years experience must be in acquisition logistics support/maintenance engineering, or Demonstrated Master Logistician (DML) plus three years of recent experience in acquisition logistics/maintenance engineering. Five years of additional operational logistics management experience may be substituted for a Bachelor's degree. A Master's degree may be substituted for two years of operations logistics experience.

Experience must include: minimum of four years of specific experience in acquisition logistics planning, development, and program execution. A minimum of three years of specific experience in operational logistics planning. Experience or education demonstrating ability to accumulate/analyze data, assess impacts, and develop/modify approaches in support of DoD weapons systems/equipment ILS requirements.

**Junior Analyst** - Must have: high school diploma plus four years experience in conducting analytical studies applicable to ILS, and ability to conduct studies, analysis or evaluations of DOD weapon systems/equipment.

**Admin Assistant** - Must have: high school diploma, plus four (4) years DoD experience.

**\*\*The following Statement of Work Addendum is hereby added to the existing Statement of Work:**

**Incorporated by Modification 05**

#### **STATEMENT OF WORK ADDENDUM**

*This Statement of Work Addendum does not apply to any line items funded by Foreign Military Sales (FMS).*

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	41 of 76	

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in NAVSEA 5252.216-9122 LEVEL OF EFFORT (Dec 2000) shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order (N00178-05-D-4466 M809) during the civilian furlough period shall be expended at an average rate of      hours per week.

(b) The contractor is not required to remain on standby and should take every effort to minimize its overhead costs during the reduction. At the conclusion of the civilian furlough period, the level of effort will revert to the prior rate. The contractor will not be required to immediately revert to the prior level of effort, but rather will be allowed a reasonable amount of time to revert to the prior rate.

(c) During the civilian furlough period, unless otherwise authorized by the contracting officer, the work schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the work schedule. At the conclusion of the civilian furlough period, the work schedule will revert to the prior established schedule, if any. This revision to the normal work week is not the result of an Executive Order or an administrative leave determination.

#### **5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)**

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 42 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to Program Office, PMA 274, Naval Air Systems Command, 48202 Bronson Rd. Bldg. 2805, Patuxent River, MD 20670-1547. All losses are to have the permanent badges returned to Security Office Patuxent River on the last day of the individual's task requirement.

\*Please substitute the form located at <https://basics.navair.navy.mil> for the Locator Form specified above.

## **5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009 )**

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: [http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor\\_forms](http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms).

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR\_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

## **5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal Number N00024-11-R-3171, dated February 24, 2012, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 43 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 44 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

**Section D information is applicable to CLINs 4000 - 4003, 4040, 4100 - 41003, 4140, 4200 - 4203, 4240, 6000 - 6003, 6100 - 6103, and 6200 - 6203.**

Note: All provisions and clauses of Section D of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

All deliverables shall be delivered to the Contracting Officer's Representative (COR) at the address noted in Section G, clause 252.201-7000 "Contracting Officer's Representative".

Items 4000-4003, 4100-4103, and 4200-4203 - Packaging and marking shall be in accordance with best commercial practices.

Items 6000-6003, 6100-6103, and 6200-6203 - Packaging and marking shall be in accordance with best commercial practices.

Items 4040, 4140, and 4240 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

### 10RA HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### 10RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report: \*

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: Carol Lang  
(Name of Individual Sponsor)
- PMA 274  
(Name of Requiring Activity)
- Paxtuent River, MD  
(City and State)

\* To be completed at the Task Order level, when applicable.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 45 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

**Section E information is applicable to CLINs 4000 - 4003, 4040, 4100 - 4103, 4140, 4200 - 4203, 4240, 6000 - 6003, 6100 - 6103, and 6200 - 6203**

Note: All the provisions and clauses of Section E of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

**Items 4000-4003, 4100-4103, 4200-4203, 6000-6003, 6100-6103, and 6200-6203** - Inspection and acceptance shall occur upon acceptance of all Exhibit (A) Contract Data Requirements List (CDRLs). Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment J3, Quality Assurance Surveillance Plan (QASP).

**Items 4040, 4140, and 4240** - Inspection and acceptance shall be in accordance with Exhibit (A) DD Form 1423 (CDRLs). Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

Supplies/Services will be inspected/accepted at:

CLINs	INSPECTION AT	INSPECTION BY	ACCEPTANCE AT	ACCEPTANCE BY
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4040	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4102	Destination	Government	Destination	Government
4103	Destination	Government	Destination	Government
4140	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4202	Destination	Government	Destination	Government
4203	Destination	Government	Destination	Government
4240	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6101	Destination	Government	Destination	Government
6102	Destination	Government	Destination	Government
6103	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6201	Destination	Government	Destination	Government
6202	Destination	Government	Destination	Government
6203	Destination	Government	Destination	Government

### 52.246-5 -- Inspection of Services -- Cost-Reimbursement (Apr 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 46 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may –

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may –

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable

under the circumstances; or

(2) Terminate the contract for default.

(End of Clause)

#### **52.247-34 -- F.o.b. Destination (Nov 1991)**

(a) The term “f.o.b. destination,” as used in this clause, means --

(1) Free of expense to the Government, on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee’s wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggyback”) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 47 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(End of Clause)

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 48 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	8/16/2012 - 8/15/2013
4001	8/16/2012 - 8/15/2013
4002	8/16/2012 - 8/15/2013
4003	8/16/2012 - 8/15/2013
4040	8/16/2012 - 8/15/2013
4100	8/16/2013 - 8/15/2014
4101	8/16/2013 - 8/15/2014
4102	8/16/2013 - 8/15/2014
6000	8/16/2012 - 8/15/2013
6001	8/16/2012 - 8/15/2013
6002	8/16/2012 - 8/15/2013
6003	8/16/2012 - 8/15/2013
6100	8/16/2013 - 8/15/2014
6101	8/16/2013 - 8/15/2014
6102	8/16/2013 - 8/15/2014

**Section F information is applicable to CLINs 4000 - 4003, 4040, 4100 - 4103, 4140, 4200 - 4203, 4240, 6000 - 6003, 6100 - 6103, and 6200 - 6203.**

Note: All the provisions and clauses of Section F of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	8/16/2012 - 8/15/2013
4001	8/16/2012 - 8/15/2013
4002	8/16/2012 - 8/15/2013
4003	8/16/2012 - 8/15/2013
4040	8/16/2012 - 8/15/2013
6000	8/16/2012 - 8/15/2013
6001	8/16/2012 - 8/15/2013
6002	8/16/2012 - 8/15/2013
6003	8/16/2012 - 8/15/2013

The periods of performance for the following Option Items are as follows:

4100	8/16/2013 - 8/15/2014
4101	8/16/2013 - 8/15/2014
4102	8/16/2013 - 8/15/2014
4103	8/16/2013 - 8/15/2014
4140	8/16/2013 - 8/15/2014

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 49 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4200	8/16/2014 - 8/15/2015
4201	8/16/2014 - 8/15/2015
4202	8/16/2014 - 8/15/2015
4203	8/16/2014 - 8/15/2015
4240	8/16/2014 - 8/15/2015
6100	8/16/2013 - 8/15/2014
6101	8/16/2013 - 8/15/2014
6102	8/16/2013 - 8/15/2014
6103	8/16/2013 - 8/15/2014
6200	8/16/2014 - 8/15/2015
6201	8/16/2014 - 8/15/2015
6202	8/16/2014 - 8/15/2015
6203	8/16/2014 - 8/15/2015

The following are the Increased Capacity Option CLINs that will be exercised if needed in accordance with Task Order Clause H-1 Increased Capacity Within the Period of Performance during the applicable period of performance: 4003, 4103, 4203, 6003 6103 and 6203.

**For the purposes of the below clause the term PCO refers to the Task Order PCO.**

#### **5252.247-9505 TECHNICAL DATA AND INFORMATION (FEB 1995) (NAVAIR)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Naval Air Systems Command (AIR 2.5.1.9)  
21983 Bundy Road, Bldg 441  
Patuxent River, MD 20670-1547

(2) ACO: Refer to Block 24 of the Basic contract.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:  
See DD Form 1423

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 50 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **10RA Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY**

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract.

Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

### **5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)**

The services to be performed herein shall be performed at Patuxent River, MD.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 51 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

**Section G information is applicable to CLINs 4000 - 4003, 4040, 4100 - 4103, 4140, 4200 - 4203, 4240, 6000 - 6003, 6100 - 6103, and 6200 - 6203.**

Note: All provisions and clauses of Section G of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

### HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)(NAVSEA)(MAY 1993)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive fee type contracts., "base fee" in cost-plus-award-fee type contracts, "fixed-fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to \_\_\_\_\_ percent of the allowable cost of each invoice submitted by \_\_\_\_\_ and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or 'INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

### 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 numbers/contract subline item numbers (CLINs/SLINs), 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:

\*SEE ATTACHMENT J4 TASK ORDER CEILING SPREAD SHEET\*

- (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 4001 and 6001 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).
- (d) The Contractor shall segregate costs for performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

### FUNDING PROFILE

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	52 of 76	

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

\*SEE ATTACHMENT J4 TASK ORDER CEILING SPREAD SHEET\*

**HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA)(JAN 2008)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS" (DFAR 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD 250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>S2101A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00019</u>
Service Acceptor DODAAC	<u>N00019</u>
Service Approver DODAAC	<u>N00019</u>
Ship To DODAAC	<u>N00019</u>

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 53 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DCAA Auditor DODAAC \_\_\_\_\_

LPO DODAAC \_\_\_\_\_

Inspection Location \_\_\_\_\_

N00019

Acceptance Location \_\_\_\_\_

N00019

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the comment(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

Carol.Lang@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractor approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact Carol.Lang@navy.mil.

#### **252.232-7006 Wide Area WorkFlow Payment Instructions.**

As prescribed in 232.7004(b), use the following clause:

#### **WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 54 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

\_\_\_\_\_  
COMBO\_\_\_\_\_

(Contracting Officer: Insert applicable document type(s).)

*Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_\_\_\_\_  
Government\_\_\_\_\_

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See Schedule
Issue By DoDAAC	See Schedule
Admin DoDAAC	See Schedule
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	See Schedule
Service Acceptor (DoDAAC)	See Schedule
Accept at Other DoDAAC	See Schedule
LPO DoDAAC	See Schedule
DCAA Auditor DoDAAC	See Schedule
Other DoDAAC(s)	See Schedule

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 55 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule"

if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Carol.Lang@navy.mil

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(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Carol.Lang@navy.mil

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(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## 252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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 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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	56 of 76	

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, 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      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 Task Order 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 Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Task Order 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 Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE Expended LOE)/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 Task Order 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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 57 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.\*

(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.

\*NOTE: The Contracting Officer referred to in paragraph (j) is the Task Order Contracting Officer.

#### **5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:  
See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: [to be provided at time of award] or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>.

#### **5252.201-9501 DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE (COR) (NAVAIR) (OCT 1994)**

(a) The Contracting Officer has designated Carol Lang as the authorized Contracting Officer’s Representative (COR) for this contract.

- (b) The duties of the COR are limited to the following:
- a. Work cooperatively with members of the acquisition team.
  - b. Identify contract requirements and changes as they occur to the Contracting Officer’s Security Representative.
  - c. Review, comment, and report on the contractor’s progress and ensure the contractor complies with reporting requirements.
  - d. Review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.
  - e. Provide an independent government estimate of desired or ordered work.
  - f. Keep track of funds expended and remaining funds available so as not to overspend on the contract or order.
  - g. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when the government has accepted all deliverables.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 58 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- h. Pay particular attention to the timely review of invoices.
- i. Obtain refresher training as required by reference (a) as required by the PCO.
- j. Promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
  - (1) any violation of or deviation from the technical requirements of the contract or order;
  - (2) inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;
  - (3) any contractor request for changes to the contract;
  - (4) issues that require clarification or resolution;
  - (5) inconsistencies between invoiced charges and performance, including the use of improper labor categories;
  - (6) instances where funds may be insufficient to complete the contract or order;
  - (7) conditions requiring a replacement for you as COR; and
  - (8) improper use of government material, equipment, or property.
- k. Ensure the contract/order does not become a vehicle for personal services as described in Federal Acquisition Regulations Part 37, Service Contracting.
- l. Perform surveillance in accordance with the QASP.
- m. Review and approve material and travel requests in accordance with contract clauses.

**5252.232-9528 Reimbursement of Costs Associated with OPNAV Services (NAVAIR) (JUN 2012)**

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontracts. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

**5252.232-9529, Incurred Cost Reporting and Progress Reporting for Services (DEC 2012)**

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract CDRL A005. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

**General:** The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 59 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

this clause and CDRL A005. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in attachment J6 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) **Incurred Costs:**

1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in attachment J6. **Labor:** Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals > Hourly Tripwire" tab included in attachment J6. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in attachment J6. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause."

b) **Progress:** A description of progress made during the invoice period under CDRL A001 shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

**Accounting Data**

SLINID	PR Number	Amount
400001	1300208922-0001	668625.00
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001312196		
CIN# 130020892200002		

600001	1300208922-0001	53375.00
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001312196		
CIN #130020892200002		

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 60 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding 722000.00

MOD 01

400001 1300208922-0001 (207300.45)

LLA :

AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001312196  
CIN# 130020892200002

400101 1300289254 197246.00

LLA :

AB 1721804 4A4N 251 00019 0 050120 2D 000000 A00001311122  
Standard Number: N/A  
CIN:130028925400001

400102 1300289254 74843.00

LLA :

AC 1721804 4A4N 251 00019 0 050120 2D 000000 A40001311122  
Standard Number: N/A  
CIN:130028925400005

400103 1300289254 72293.00

LLA :

AD 1721804 4A4N 251 00019 0 050120 2D 000000 A50001311122  
Standard Number: N/A  
CIN:130028925400006

400104 1300289254 72193.00

LLA :

AE 1721804 4A4N 251 00019 0 050120 2D 000000 A30001311122  
Standard Number: N/A  
CIN:130028925400004

400105 1300289254 39015.33

LLA :

AF 1721804 4A4N 251 00019 0 050120 2D 000000 A60001311122  
Standard Number: N/A  
CIN:130028925400007

600001 1300208922-0001 (9952.60)

LLA :

AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001312196  
CIN #130020892200002

600101 1300289254 26258.67

LLA :

AF 1721804 4A4N 251 00019 0 050120 2D 000000 A60001311122  
Standard Number: N/A  
CIN:130028925400007

600102 1300289254 13404.05

LLA :

AG 1721804 4A4N 251 00019 0 050120 2D 000000 A20001311122  
Standard Number: N/A  
CIN:130028925400003

MOD 01 Funding 278000.00

Cumulative Funding 1000000.00

MOD 02

400002 1300322203 1174639.00

LLA :

AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001532830  
Standard Number: Not Applicable  
CIN 130032220300001

600002 1300322203 50000.00

LLA :

AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001532830  
Standard Number: Not Applicable

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	61 of 76	

CIN 130032220300001

MOD 02 Funding 1224639.00  
 Cumulative Funding 2224639.00

MOD 03 Funding 0.00  
 Cumulative Funding 2224639.00

MOD 04

400201 1300349950 186242.05  
 LLA :  
 AJ 1731506 U5CZ 251 00019 0 050120 2D 000000 A20001724840  
 Standard Number: not applicable  
 CIN 130034995000001

MOD 04 Funding 186242.05  
 Cumulative Funding 2410881.05

MOD 05 Funding 0.00  
 Cumulative Funding 2410881.05

MOD 06

410001 1300322203-0002 311500.00  
 LLA :  
 AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001532830  
 Standard Number: n/a  
 CIN: 130032220300003

610001 1300322203-0002 10000.00  
 LLA :  
 AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001532830  
 Standard Number: n/a  
 CIN: 130032220300003

MOD 06 Funding 321500.00  
 Cumulative Funding 2732381.05

MOD 07

410201 1300365753 187173.26  
 LLA :  
 AK 1731506 U5CZ 251 00019 0 050120 2D 000000 A00001823766  
 CIN 130036575300001

MOD 07 Funding 187173.26  
 Cumulative Funding 2919554.31

MOD 08

410002 1300378762 40000.00  
 LLA :  
 AL 1731804 4A4N 252 00019 0 050120 2D 000000 A30001911199  
 CIN 130037876200004

410003 1300378762 40000.00  
 LLA :  
 AM 1731804 4A4N 252 00019 0 050120 2D 000000 A40001911199  
 CIN 130037876200005

MOD 08 Funding 80000.00  
 Cumulative Funding 2999554.31

MOD 09 Funding 0.00  
 Cumulative Funding 2999554.31

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 62 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 63 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H information is applicable to CLINs 4000 - 4003, 4040, 4100 - 4103, 4140, 4200 - 4203, 4240, 6000 - 6003, 6100 - 6103, and 6200 - 6203.

**Note:** All provisions and clauses of Section H of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern 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, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### TASK ORDER CLAUSE H-1 INCREASED CAPACITY WITHIN THE PERIOD OF PERFORMANCE

- (a) The task order includes an option per period of performance for an increase in capacity not to exceed 10% (ten Percent) within the period of performance of the Cost Reimbursement CLINs for Services/Labor, as well as an option per period of performance for an increase in capacity not to exceed 10% (ten Percent) within the period of performance for the Cost Reimbursement CLINs for Other Direct Charges (NMCI, Travel and Material).
- (b) This option may be exercised at the Government's discretion, when and if it determines that there has been a within scope change to magnitude of work for the task order which would necessitate an increase in the level of effort provided by the contractor due to expanding program requirements.
- (c) The use of this option does not provide an extension to the length of time for period of performance.
- (d) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding periods of performance option(s).
- (e) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than 30 calendar days prior to the expiration of the task order period of performance.
- (f) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance at least 7 days before the exercise of the option.
- (g) At the time of the exercise of the option for increase capacity within the period of performance, the CLIN does not order nor authorize an increase in the level of effort or costs. There shall never be any funding placed against an increased capacity CLIN.
- (h) The increased capacity CLIN must be modified to transfer the necessary level of effort or cost from itself to the CLIN for Services/Labor or Other Direct Costs that orders specific performance in accordance with the Statement of Work, and apply appropriate funding.

### H-3 NAVSEA 5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under the Contract(s) listed in the task order. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 64 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

## **10RA H.17 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

### **5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)**

(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 listed in Attachment J1. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(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) as defined in FAR 2.101.

(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.

(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 3 years after the date of completion of the contract. (FAR 9.505-1(a))

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	65 of 76	

[ ] (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-development 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 or their subsystems extends for a period of 3 years 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 more than one contractor has been 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 3 years after the terms of this contract. (FAR 9.505-2(b)(1))

[ ] (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)

[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 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 3 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))

[ ] (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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	66 of 76	

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.

#### **5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

#### **5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 67 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

identification of contractor employees.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS  
(NAVAIR) (OCT 2006)**

(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 COR 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 good 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 COR. 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 COR, 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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	68 of 76	

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 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 [redacted] 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 COR. 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.

#### **5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that [during the term of the contract], no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 69 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

## **5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)**

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract".

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	70 of 76	

contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

#### **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 Contracting Officer's Representative (COR). 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 COR 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 COR'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.

#### **5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

AIR 2.5.1.6  
 Naval Air Warfare Center Aircraft Division  
 21983 Bundy Road, Building 441  
 Patuxent River, MD 20670

#### **5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 71 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contract Number	Nomenclature/Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE							

(2) Government furnished property to be provided under this contract:

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE						

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
NONE						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors," DoD 4000.25-1-M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 72 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

**Section I information is applicable to CLINs 4000 - 4003, 4040, 4100 - 4103, 4140, 4200 - 4203, 4240, 6000 - 6003, 6100- 6103, and 6200 - 6203,**

Note: All provisions and clauses of Section I of the Basic Contract apply to this Task Order, unless otherwise specified in the Task Order, in addition to the following:

### **52.203-16 – Preventing Personal Conflicts of Interest (Dec 2011)**

(a) *Definitions.* As used in this clause--

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are—

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M809	09	73 of 76	

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—
  - (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
    - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household
    - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
    - (C) Gifts, including travel; and
  - (ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

- (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
- (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
- (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 74 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (i) To disclose and prevent personal conflicts of interest;
- (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
- (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—
  - (i) Failure by a covered employee to disclose a personal conflict of interest;
  - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
  - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

- (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—
  - (i) Agreement to a plan to mitigate the personal conflict of interest; or
  - (ii) A waiver of the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The Contractor shall—
  - (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
  - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

- (1) That exceed \$150,000; and
- (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

**52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a Cost Plus Fixed Fee task order resulting from this solicitation.

(End of Provision)

**52.216-8 Fixed Fee (Mar 1997)**

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 75 of 76	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withhold under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withhold under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of Clause)

#### **FAR 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.

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

#### **09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M809	AMENDMENT/MODIFICATION NO. 09	PAGE 76 of 76	FINAL
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## SECTION J LIST OF ATTACHMENTS

Attachment\_J1\_OCI\_List\_IAW\_Clause

Attachment\_J2\_DD254

Attachment\_J3\_QASP

Attachment\_J4\_Task Order Ceiling Spread Sheet

Attachment\_J5\_Contracting Officer's Representative (COR) Appointment Letter

Attachment\_J6\_Incurred Cost Reporting and Progress Reporting For Services

Exhibit\_A\_CDRL\_A001 - A005