

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-05-D-4466		2. DELIVERY ORDER NO. M808		3. EFFECTIVE DATE 2012 Jul 16		4. PURCH REQUEST NO. 1300260389		5. PRIORITY DO-A1				
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670		CODE N00421		7. ADMINISTERED BY DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)				
9. CONTRACTOR Naval Systems, Inc. 21491 Great Mills Road Suite 100 Lexington Park MD 20653-1220		CODE 3PWC2		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL				
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED WOMEN-OWNED				
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G						
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
	PURCHASE		Reference your ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
DIANA WALDORF SENIOR CONTRACTS SPECIALIST												
NAME OF CONTRACTOR			SIGNATURE		TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)				
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT				
	See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA BY: /s/Terressa S Bebout 07/17/2012 CONTRACTING/ORDERING OFFICER						25. TOTAL	\$6,270,560.47			
								26. DIFFERENCES				
27a. QUANTITY IN COLUMN 20 HAS BEEN <table border="1" style="display: inline-table;"><tr><td>INSPECTED</td><td>RECEIVED</td><td>ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:</td></tr></table>										INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS					
f. TELEPHONE		g. E-MAIL ADDRESS			31. PAYMENT COMPLETE PARTIAL FULL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.												
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER										
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.					

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GENERAL INFORMATION

Contract Specialist: Name: Tayneelle McCloud
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Period: Services in Accordance with Statement of Work (SOW) Para 5.0; Cost-Plus-Fixed-Fee (CPFF) (OTHER)	1.0	LO	[REDACTED]	[REDACTED]	\$5,091,741.26
400001	In support of CLIN 4000 (OTHER)					
4001	Base Period: Services in Accordance with Statement of Work (SOW) Security Response Team Para 5.2.1 c ; Cost-Plus-Fixed-Fee (CPFF) (OTHER)	1.0	LO	[REDACTED]	[REDACTED]	\$848,819.21
400101	Funding in support of CLIN 4001 (OTHER)					
400102	Funding in support of CLIN 4001 (OTHER)					
4002	Base Period: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 5.0; Cost-Plus-Fixed-Fee. (OTHER) Option	1.0	LO	[REDACTED]	[REDACTED]	\$594,056.06
4040	Base Period: Technical Data in Accordance with Section C, Statement of Work (SOW) Para. 5.1.1-5.1.3, 5.10.1, 5.11.1 and 5.12; Not Separately Priced (NSP) (OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4100	Option Period I: Services in	1.0	LO	[REDACTED]	[REDACTED]	\$5,142,658.68

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Accordance with
Statement of Work
(SOW) Para 5.0;
Cost-Plus-Fixed-Fee
(CPFF) (OTHER)
Option

4101	Option Period I: Services in Accordance with Statement of Work (SOW) Security Response Team Para 5.2.1 c ; Cost-Plus-Fixed-Fee (CPFF) (OTHER) Option	1.0 LO	[REDACTED]	[REDACTED]	\$857,307.41
4102	Option Period I: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 5.0; Cost-Plus-Fixed-Fee. (OTHER) Option	1.0 LO	[REDACTED]	[REDACTED]	\$599,996.61
4140	Option Period I: Technical Data in Accordance with Section C, Statement of Work (SOW) Para. 5.1.1-5.1.3, 5.10.1, 5.11.1 and 5.12; Not Separately Priced (NSP) (OTHER) Option	1.0 LO	\$0.00	\$0.00	\$0.00
4200	Option Period II: Services in Accordance with Statement of Work (SOW) Para 5.0; Cost-Plus-Fixed-Fee (CPFF) (OTHER) Option	1.0 LO	[REDACTED]	[REDACTED]	\$5,194,085.26
4201	Option Period II: Services in Accordance with Statement of Work (SOW) Security Response Team Para 5.2.1 c ; Cost-Plus-Fixed-Fee (CPFF) (OTHER) Option	1.0 LO	[REDACTED]	[REDACTED]	\$865,880.48
4202	Option Period II: 10% Increased	1.0 LO	[REDACTED]	[REDACTED]	\$605,996.58

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Capacity Services
in accordance
with Statement of
Work (SOW) Para
5.0;
Cost-Plus-Fixed-F
ee. (OTHER)
Option

4240	Option Period II: Technical Data in Accordance with Section C, Statement of Work (SOW) Para. 5.1.1-5.1.3, 5.10.1, 5.11.1 and 5.12; Not Separately Priced (NSP) (OTHER) Option	1.0 LO	\$0.00	\$0.00	\$0.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base Period: Other Direct Costs in accordance with Statement of Work (SOW) Para. 5.6. Cost Reimbursement (No Fee) (OTHER)	1.0	LO	\$330,000.00
600001	Funding in support of CLIN 6000 (OTHER)			
6001	Base Period: 10% Increased Capacity Services Other Direct Costs in accordance with Statement of Work (SOW) Para. 5.6. Cost Reimbursement (No Fee) (OTHER) Option	1.0	LO	\$33,000.00
6100	Option Period I: Other Direct Costs in accordance with Statement of Work (SOW) Para. 5.6. Cost Reimbursement (No Fee) (OTHER)	1.0	LO	\$330,000.00

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Option

6101	Option Period I:	1.0	LO	\$33,000.00
	10% Increased			
	Capacity Services			
	Other Direct			
	Costs in			
	accordance with			
	Statement of Work			
	(SOW) Para. 5.6.			
	Cost			
	Reimbursement (No			
	Fee) (OTHER)			
	Option			
6200	Option Period II:	1.0	LO	\$330,000.00
	Other Direct			
	Costs in			
	accordance with			
	Statement of Work			
	(SOW) Para. 5.6.			
	Cost			
	Reimbursement (No			
	Fee) (OTHER)			
	Option			
6201	Option Period II:	1.0	LO	\$33,000.00
	10% Increased			
	Capacity Services			
	Other Direct			
	Costs in			
	accordance with			
	Statement of Work			
	(SOW) Para. 5.6.			
	Cost			
	Reimbursement (No			
	Fee) (TBD)			
	Option			

09RA 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:
 - (i) travel at U.S. Military Installations where Government transportation is available,

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- (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.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Section C information is applicable to CLINs 4000, 4001, 4002, 4040, 4100, 4101, 4102, 4140, 4200, 4201, 4202, 4240, 6000, 6001, 6100, 6101, 6200, and 6201.

Items 4000-4002, 4100-4102, and 4200-4202- The Contractor shall provide the supplies and services in accordance with the Section C Performance Based Statement of Work paragraph 5.0 below for program management, acquisition management, technical, security and administrative support services for NAVAIR Presidential Helicopters Program Office PMA-274, Program Executive Officer, Air ASW Assault and Special Mission Programs (PEO (A)).

Items 6000-6001, 6100-6101, and 6200- 6201- The contractor shall provide material and travel in accordance with the Section C Performance Based Statement of Work paragraph 5.6 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 paragraphs 5.1.1-5.1.3, 5.10.1, 5.11.1 and 5.12 below.

Performance Based Statement of Work

PERFORMANCE WORK STATEMENT (PWS) FOR PROGRAM MANAGEMENT, ACQUISITION MANAGEMENT, TECHNICAL, SECURITY AND ADMINISTRATIVE SUPPORT SERVICES FOR PMA-274

1.0 Introduction

The Presidential Helicopters Program Office (PMA-274) at Naval Air Station (NAS) Patuxent River, Maryland is acquiring contractor services to perform program management, acquisition management, technical, security and administrative support tasks to support the execution of PMA-274 acquisition programs.

2.0 Background

PMA-274, a program under the Program Executive Officer, Air ASW Assault and Special Mission Programs (PEO (A)), is responsible for the life-cycle management of the existing In-Service aircraft (VH-3D and VH-60N) and the development of the VXX ACAT 1D program to replace the In-Service fleet. PMA-274 is responsible for providing safe and timely transportation for the President and Vice President of the United States, heads of states, and others as directed by the White House Military Office (WHMO).

3.0 Scope

The scope of the requirement is to provide program management, acquisition management, technical, security and administrative support services to perform tasks that support the Program Office, the In-Service IPT, and the VXX IPT in execution of acquisition programs. Program Office requirements include tasks that support both the In-Service and VXX IPTs. In-Service IPT requirements include tasks in the Sustainment phase of the acquisition life-cycle to implement upgrades and modifications to ensure that the aircraft continues to meet the mission requirements. VXX IPT requirements include tasks in the Technology Development (TD) phase and very early in the Engineering and Manufacturing Development (EMD) phase of the acquisition life-cycle. No item in this PWS shall be

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used to procure any services, which are inherently governmental services or personal services in accordance with FAR 7.3 " Contactor versus Government Performance".

4.0 Applicable Instructions, Directives, Policies and Memorandums

The contractor shall use the following documents in execution of this Statement of Work. Each document is identified in the specific paragraph where it applies.

- a. Navy Physical Security and Law Enforcement Program, OPNAVINST 5530.14E, 28 Jan 09
- b. EKMS-1, CMS Policy and Procedures for Navy Electronic Key Management Systems (U)
- c. Naval Air Systems Command (NAVAIR) Microsoft Office SharePoint Server 2007 Governance Plan (draft)
- d. PMA 274 Configuration Management Plan 15 Nov 09
- e. Naval Air Systems Command Configuration Management Process, NAVAIRINST 4130.1D, 19 Dec 06
- f. Military Handbook Configuration Management Guide MIL-HDBK-61A, 7 Feb 01
- g. Naval Air Systems Command Technical Directives System, NAVAIR 00-25-300, 23 May 08
- h. Executive Order 13526, Classified National Security Information, 29 Dec 09
- i. DoD 5200.1-R, Information Security Program, 14 Jan 97
- j. SECNAV M-5510.36, DoN Information Security Program, June 2006
- k. DoD 5220.22-M, National Industrial Security Operating Manual (NISPOM), 28 Feb 06
- l. Presidential Vertical Lift Platform(s) VXX Security Classification Guide (SCG) (Draft)
- m. OPNAVINST C5513-2B (161) VH-60N Executive Transport Security Classification Guide dated 22 December 2008
- n. OPNAVINST C5513-2B (216) VH-3D Executive Transport Security Classification Guide dated 22 December 2008
- o. Information Assurance (IA), DoDD 8500.01E, 24 Oct 02
- p. Information Assurance Implementation, DoDI 8500.2, 6 Feb 03
- q. DoD IA Certification & Accreditation Process (DIACAP), DoDI 8510.01, 28 Nov 07
- r. Public Key Infrastructure & Public Key Enabling, DoDI 8520.2, 1 Apr 04

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- s. IA Training, Certification, & Workforce Management, DoDD 8570.01, 23 Apr 07
- t. IA Workforce Improvement Program, DoD 8570.01-M, 20 Apr 10
- u. Security of Unclassified DoD Information on Non-DoD Information Systems, DTM 08-027, 31 Jul 09
- v. Navy Information Assurance (IA) Program, OPNAVINST 5239.1C, 20 Aug 08
- w. Federal Continuity Directive 1 (FCD 1), Federal Executive Branch National Continuity Program and Requirements, Feb 08

5.0 Performance Requirements

5.1 Contract Execution Coordination

5.1.1. Contractor/Government Communications

The contractor shall conduct monthly meetings with the Contracting Officer Representative (COR) to discuss the status of issues, plans and actions to resolve the issues, make recommendations to reduce cost while maintaining acceptable quality in accordance with the Quality Assurance Surveillance Plan (QASP), and improve quality, processes and products. In addition to the monthly meetings, the contractor shall communicate with the COR in a timely manner on ongoing topics relevant to contract execution. The Contractor shall submit an agenda for the monthly meeting no later than one (1) working day in advance of the meeting in accordance with (IAW) CDRL A001.

5.1.2 Monthly Status Report

The contractor shall submit a Monthly Status Report that documents accomplishments, problem status, improvement recommendations (e.g. cost reduction, quality improvement, and performance improvement) and leading indicators of future problem areas IAW CDRL A002.

5.1.3 Funds and Man-Hour Expenditure Tracking

The contractor shall submit a monthly 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 other direct cost (ODC) CLIN. Additionally, this report shall include detailed man-hour and cost information (planned and actual) for each person, grouped by each sub-contractor, which shows the labor category. The contractor shall submit the Funds and Man-Hour Expenditure Report IAW CDRL A003.

5.1.4 Integrated Product Team (IPT) Meetings

Contractor personnel shall support the meetings for their assigned IPTs as well as other IPT meetings to execute PMA-274 acquisition programs.

5.2 Program Office Technical Requirements

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5.2.1 Security Services and Facility Management

The contractor shall provide the following security and facility management services for PMA-274, Building 2805, NAS Patuxent River, MD and the Presidential Helicopter Support Facility (including the hangar) where PMA-274 spaces are located:

a. Visitor Control Desk (VCD)

The VCD shall be manned from 0600 – 1800 by two VCD personnel, Monday through Friday, except federal holidays. VCD personnel shall verify personnel entering building for visible badge identification; direct visitors to designated areas; maintain key control, master files, and log books; schedule and maintain conference room use; answer telephones; perform walk through monitoring of office spaces and hangar facility for safety and security. The contractor shall conduct daily building walk through, after work hours, shutting off lights in conference rooms, rest rooms, coffee area, and lobby.

b. Physical Security

Physical Security services include but are not limited to: submitting and verifying visit requests; verifying security clearance information in the Joint Personnel Adjudication System (JPAS); maintaining building badge database; creating, updating, and deleting badges; systems administrator for both access control and CCTV computers; tracking Foreign National Escorts; tracking and verifying valid security clearances for PMA-274 personnel with “Hangar” access; processing Physical Security Report Forms and inputting them into a spreadsheet for tracking changes and modifications; tracking work requests on repairs and new installs; ordering and tracking supplies orders; documenting Security Standard Operating Procedures (SOP) as instructed by the PMA-274 Physical Security Officer; incorporating Security Response Team (SRT) Shift Summaries into the Physical Security Database; running the Alarm Report on a weekly basis; assisting secure labs with monthly combination/safe checks and performing administrative tasks associated with Physical Security functions.

c. Security Response Team (SRT)

The SRT shall provide a minimum of two (2) and a maximum of four (4) team members 24 hours/day, 365 days/year protection for the Presidential Helicopter Support Facility Complex (including hangar) which is a Level III restricted area in accordance with the Navy Physical Security and Law Enforcement Program, OPNAVINST 5530.14E. The SRT shall provide visible security for all assets located in the Presidential Helicopter Support Facility, monitor the building’s closed circuit television (CCTV) security and motion detection systems, respond to all electronic security system (ESS) alarms, perform continuous roving vehicle and foot patrols as well as random action security measures, identify and respond to all levels of Force Protection Conditions, inspect all delivery vehicles before entering the building compound, accept deliveries, route packages to proper destinations, and escort personnel to classified areas. The SRT tasks/functions are designated as “Mission Essential” and are required to be performed in the event of reduced operations aboard NAS Patuxent River, MD under non-life threatening situations in accordance with DFARS Clause 252.237-7023. SRT members shall wear the appropriate seasonal uniforms during the execution of their tasks/functions.

d. Facility Management

Facility Management personnel shall provide support to manage alterations, repairs, and preventative maintenance programs for PMA-274 facilities. The contractor shall manage and execute facility projects including, submitting and tracking work requests/service orders, facilitating personnel moves (new and existing) including documentation, submitting and tracking telephone and voice message Move Add Change requests, scheduling utility outages, performing monthly utility analysis, coordinating recycling program and disposal of excess material, monitoring grounds and janitorial

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services and serve as the point of contact for fire and safety inspections. The contractor shall maintain an archive of updated building schematics, maps and drawings.

e. Communications Security (COMSEC)

Provide COMSEC services in accordance with EKMS-1, CMS Policy and Procedures for Navy Electronic Key Management Systems (U) to include: proper issuance, receipt, transfer, safeguarding, accountability, keying, and destruction of communications security (COMSEC) equipment and cryptographic items; conducting COMSEC inventories and reconciling discrepancies; coordinating and conducting training for new KOV-26 (Talon card) users; implement, key/rekey, deploy and inventory KOV-26 devices, participates in COMSEC program reviews, supports in the implementation of policies and procedures for safeguarding classified information to include personnel access control and need to know, physical storage, transferring, relocating, reproducing, marking, tracking and destroying classified information; identifies fleet critical needs for spare COMSEC materials to support contingency operations CONUS and OCONUS.

5.2.2 Technical Services

5.2.2.1 Integrated Data Environment (IDE)

5.2.2.1.1 Information Systems

The contractor shall provide services to support Information Management (IM) and Information Technology (IT) requirements for PMA-274 acquisition programs. The contractor shall comply with Navy-Marine Corps Intranet (NMCI) policies and procedures in performing/supporting identification, development, and incorporation of IM/IT requirements to upgrade/improve PMA-274 information systems.

5.2.2.1.2 Compliance Assessment

The contractor shall conduct or support, analyses or reviews to provide assessments or status of contractor and industry partner information systems for Department of Defense (DoD) and Department of Navy (DON) compliance. The contractor shall provide recommendations for development of PMA-274, contractor and industry partner IDE communications to support data sharing with key program stakeholders (e.g. PMA 274, Marine Helicopter Squadron One (HMX-1), United States Marine Corps Headquarters and WHMO).

5.2.2.1.3 IT/IM Equipment

The contractor shall provide services that support procurement and maintenance of PMA-274 information management and information technology hardware, software and services. The contractor shall provide basic support, troubleshooting (software and hardware) and routine maintenance (except where maintenance of these systems is performed under separate contract/agreement) for PMA-274 information systems, servers, computers, printers, fax machines, scanners, shredders, phones, conference room systems, video-teleconferencing (VTC) equipment, overhead projectors and other information technology related equipment.

5.2.2.1.4 Software Applications

5.2.2.1.4.1 Microsoft SharePoint© Services

The contractor shall utilize Microsoft SharePoint© to enable the development, implementation and improvement of business tools to improve processes in execution of PMA-274 acquisition programs. The Department of the Navy is transitioning to Microsoft SharePoint© as an enterprise-wide system for collaboration, content management and project management. Microsoft SharePoint

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2007© is the current collaboration environment and it is expected that there will be a transition to a newer version of Microsoft SharePoint© during the period of performance of this contract. The contractor shall comply with the Naval Air Systems Command (NAVAIR) Microsoft Office SharePoint Server 2007 Governance Plan when providing Microsoft SharePoint© services. The contractor shall provide Microsoft SharePoint© 2007 services that include site/sub-site administration, development and content creation; provisioning and managing security of sites/sub-sites; policing of sites/sub-sites to enforce governance policy; manage site/sub-site layout and structure; create custom workflows; create custom Web Parts, solutions and features; build the framework and features of the portal; modify SharePoint templates as needed; completed Microsoft for Visual Studio 2008 and SharePoint 2007 Designer training, or equivalent; write ASP.Net code; participate in design tasks; participate in development and testing; and create custom forms.

5.2.2.1.4.2 Other Software Applications

The contractor shall utilize the following applications, tools and technologies including during the performance of its duties: Microsoft Office 2003 and 2007, Windows XP Professional, Microsoft® SQL Server, Object-oriented programming, Microsoft Office FrontPage, Hyper Text Markup Language (HTML), Dynamic HTML (DHTML), Extensible Markup language (XML), Microsoft® SilverLight®, Javascript, Section 508 compliance, Optimized Organizational Maintenance Activity (OOMA), Dynamic Object Oriented Requirements System (DOORS), and Interactive Electronic Technical Manual (IETM) System. The contractor shall support incorporation of existing software applications/IT tools (vendor owned, commercial-off-the-Shelf or Government owned) that support and improve the Program Office operations, program management, and acquisition management processes and products.

5.2.3 Administrative Services

The contractor shall perform the following services to support the Program Manager, Deputy Program Manager, and the Technical Director: coordination of meetings, management of calendars and schedules, generating travel documents using Defense Travel System (DTS), drafting/routing correspondence in accordance with governing policies, support employee check-in and check-out process, maintain employee roster/recall data, utilize Base Access Security Information Control System II (BASICS II) for visit request processing, assist in obtaining official passports for overseas travel, prepare naval messages, receive and distribute general mail, and order office supplies.

5.2.4 Requirements Management

The contractor shall provide services to USMC HQ, offices located in Arlington, VA at the Pentagon, in support of PMA-274 acquisition programs. Services to be provided include support for requirements development and management, program funding and prioritization, liaison with stakeholders for PMA 274 programs.

5.3 In-Service IPT Requirements

5.3.1 Program Management

5.3.1.1 Program Planning

The contractor shall provide services that support development of plans and execution of tasks to achieve successful acquisition decisions. The contractor shall develop/ modify program briefs to support In-Service IPT objectives and goals. The contractor shall provide services to support/perform program schedule development and tracking and provide recommendations to reduce cost, schedule and performance risks. The contractor shall provide data research, gathering,

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collection and analyses of program related efforts to assist in meeting programs goals and objectives.

5.3.1.2 Program Documentation

The contractor shall support the development and modification of In-Service program documentation including Acquisition Plans (AP), Acquisition Strategy Reports (ASR), Statements of Work (SOW), Statements of Objectives (SOO), Performance Work Statements (PWS), Selected Acquisition Reports (SAR), Defense Acquisition Executive Summary (DAES), Program Summary Documents (PSD), and Program Management Plans (PMP) in accordance with DoD, Government, Navy, Naval Air Systems Command (NAVAIR) and Naval Air Warfare Center Weapons Division (NAWCWD) instructions and regulations.

5.3.1.3 Risk Management

The contractor shall support the PMA-274 Risk Management process. Contractor personnel shall identify risks and provide risk recommendations to the Government, support risk working groups and risk management boards and populate documentation in the risk tool in use at PMA-274.

5.3.2 Acquisition Management

5.3.2.1 Acquisition Services

The contractor shall support the preparation and analyze the In-Service IPT Procurement Initiation Documentation (PID) development and execution tracking. Services shall include coordinating Procurement Planning Conferences (PPC), drafting Procurement Planning Agreements (PPA), tracking and facilitating completion of procurement milestones in the PPA, contract modifications, procurement funding documents and contract attachments.

5.3.2.2 Data Management

The contractor shall provide data management services to perform tasks associated with executing the PMA-274 CDRL process including supporting procurement tasks associated with PIDs, drafting DD Form 1423s, verifying CDRL deliveries from other contracts, tracking reviews and responses and providing status reports.

5.3.3 Technical Services

5.3.3.1 Program Reviews, Technical Reviews, and Conferences

5.3.3.1.1 The contractor shall support program reviews, System Engineering Technical Reviews (SETR), Technical Interchange Meetings (TIMS) and conferences. Technical reviews to be supported include: System Requirements Review (SRR), System Functional Review (SFR), Preliminary Design Reviews (PDR), Critical Design Reviews (CDR), Interim Design Reviews (IDR), Functional Configuration Audit (FCA), and Physical Configuration Audit (PCA). Support services includes, pre-event research, issue paper/brief preparation, meeting minutes, post-event follow-up, and action tracking and reporting.

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5.3.3.1.2 The contractor shall provide inputs and support conferences and program reviews, integrated baseline reviews and site surveys. This shall include pre-conference research, issue paper preparation and post-conference follow-up support including problem tracking, resolution, and status reporting. This shall include preparing production briefs and presentations, production manpower analysis, resource monitoring, meeting attendance and meeting minutes.

5.3.3.2 Configuration Management (CM)

The contractor shall provide configuration management services in accordance with the PMA-274 Configuration Management Plan, the Naval Air Systems Command Configuration Management Process (NAVAIRINST 4130.1D), the Military Handbook Configuration Management Guide (MIL-HDBK-61A) and the Naval Air Systems Command Technical Directives System (NAVAIR 00-25-300) to ensure CM elements are properly integrated. The contractor shall participate in the development, evaluation, and improvement of CM processes, including associated information systems, which support the goals and objectives of the In-Service IPT.

5.3.3.2.1 Configuration Management Documents

The contractor shall perform technical analyses, support the processing and monitor configuration change documents including Engineering Change Proposals (ECPs), Technical Directives (TDs), Engineering Change Orders (ECOs), Notices of Revision (NOR), Specification Change Notices (SCNs), requests for Deviations and Waivers, Rapid Action Minor Engineering Changes (RAMECs), Engine Service Bulletins and publication changes. The contractor shall perform a qualitative review of ECPs to determine executability and supportability and provide recommended corrections to the Government for review and approval.

5.3.3.2.2 Configuration Control Process

The contractor shall coordinate and support the PMA-274 Configuration Control Board (CCB). The contractor shall provide PMA-274 CCB Change Request Forms on In-Service aircraft, systems and subsystems change requests/proposals. This shall include coordination and distribution of CCB change requests/directives for staffing to obtain concurrence for proposed changes. The contractor shall prepare technical inputs for Configuration Control Board consideration.

5.3.3.2.3 Configuration Items (CI)

The contractor shall provide recommendations regarding selection of configuration items at appropriate levels of product structure, configuration documentation for each CI, determining the appropriate configuration control authority for each configuration document consistent with training and logistics support planning for associated CI.

5.3.3.2.4 Configuration Management Information Systems

The contractor shall use CM tools including: Configuration Management Information System Data Base (CMIS), Technical Directive Status Accounting (TDSA), Kit Management Information System (KITMIS), and PMA-274 Integrated Digital Environment (IDE). The contractor shall review, evaluate and update automated management information systems (including applications) used for

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CM processes and products. The contractor shall provide recommendations to improve these information systems (including applications) to improve the effectiveness and efficiency of CM processes and products.

5.3.3.2.5 Configuration Change Documentation

The contractor shall ensure that CM change documentation is correctly identified and maintained in the appropriate repository. The contractor shall provide CM status in a report to include TDs, ECPs, and incorporation schedules. The contractor shall compile statistics, prepare metrics reports, and provide inputs for and support program reviews and conferences.

5.3.3.3 Manufacturing, Production and Quality Assurance

5.3.3.3.1 Operations Assessments

The contractor shall conduct or support, analyses and reviews to provide assessments or status of Government and industry partner manufacturing, production and quality assurance operations. This includes site visits, analysis or surveillance of production tasks, assembly instructions, bill of materials (BOM), assembly work orders, material lead times, manufacturing requirements planning systems (MRPS) data, production tracking system(s), special tooling/special test equipment requirements, master control media, component test and evaluation planning, production floor layouts, inventory receipts, warehousing, tooling test equipment, production schedules, manufacturing transition plans, material supply lists, build cycles, part/kitting availability, material, and facility availability. Manufacturing, production and quality assurance risks shall be identified with recommendations to address known and potential deficiencies.

5.3.3.3.2 Product Inspections

The contractor shall monitor product standards, review or inspect samples of finished goods, and recommend continuous quality improvement practices results.

5.3.4 Administrative Services

The contractor shall provide services to support the In-Service IPT Co-Leads. Services include coordination of meetings, management of calendars and schedules, generating travel documents using the DTS, drafting and routing correspondence in accordance with governing policies, support employee check-in and check-out process, maintain employee roster/recall data, utilize BASICS for visit request processing, support obtaining official passports for overseas travel, prepare naval messages, receive and distribute general mail, and prepare office supplies orders.

5.4 VXX IPT Requirements

5.4.1 Program Management

5.4.1.1 Program Planning

The contractor shall provide services that support development of plans and execution of tasks to achieve successful acquisition Milestone (MS) decisions. The contractor shall develop or modify program briefs to support VXX IPT objectives and goals. The contractor shall provide services to support and perform program schedule development and tracking and provide recommendations to

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reduce cost, schedule and performance risks. The contractor shall provide data research, gathering, collection and analyses of program related efforts to assist in meeting programs goals and objectives. This support shall include developing and modifying briefs and presentation materials.

5.4.1.2 Program Documentation

The contractor shall support the development and modification of VXX MS A and B documentation including, Acquisition Plans (AP), Acquisition Strategy Reports (ASR), Statements of Work (SOW), Statements of Objectives (SOO), Performance Work Statements (PWS), Selected Acquisition Reports (SAR), Defense Acquisition Executive Summary (DAES), Program Summary Documents (PSD), Initial Capability Document (ICD), Capability Development Document (CDD), and Program Management Plans (PMP) in accordance with DoD, Government, Navy, NAVAIR and NAWC instructions and regulations.

5.4.1.3 Risk Management

The contractor shall support the PMA-274 Risk Management process. Contractor personnel shall identify risks and provide risk recommendations to the Government, support risk working groups and risk management boards and populate documentation in the risk tool in use at PMA-274.

5.4.2 Acquisition Management

5.4.2.1 Acquisition Services

The contractor shall initiate, review and analyze the VXX IPT Procurement Initiation Documentation (PID) development and execution tracking. Services shall includes, PID writing, coordinating Procurement Planning Conferences (PPC), drafting Procurement Planning Agreements (PPA), tracking and facilitating completion of procurement milestones in the PPA, contract modifications, procurement funding documents, and contract attachments.

5.4.2.2 Data Management

The contractor shall provide data management services to perform tasks associated with executing the PMA-274 CDRL process including drafting DD Form 1423s, verifying deliveries, tracking reviews and responses, and providing status reports.

5.4.3 Technical Services

5.4.3.1 Program Reviews, Technical Reviews, and Conferences

5.4.3.1.1 The contractor shall support program reviews, System Engineering Technical Reviews (SETR), Technical Interchange Meetings (TIMS) and conferences. Technical reviews to be supported include: System Requirements Review (SRR), System Functional Review (SFR), Preliminary Design Reviews (PDR), Critical Design Reviews (CDR), Interim Design Reviews (IDR), Functional Configuration Audit (FCA), and Physical Configuration Audit (PCA). Support services includes research, issue paper or brief preparation, meeting minutes, post-event follow-up, and action tracking and reporting.

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5.4.3.1.2 The contractor shall provide inputs and support conferences and program reviews, integrated baseline reviews and site surveys for Government review and approval. This shall include pre-conference research, issue paper preparation and post-conference follow-up support including problem tracking, resolution, and status reporting for Government review and approval. This shall include preparing production briefs and presentations, production manpower analysis, resource monitoring, meeting attendance and meeting minutes for Government review and approval.

5.4.3.2 Configuration Management (CM)

The contractor shall provide services to review VXX IPT program and acquisition documentation to ensure CM elements are properly integrated, develop and modify CMP and SOP in accordance with current policies, perform CM planning for systems acquisition, and recommend changes to source materials and specific program requirements. The contractor shall participate in the development, evaluation, and improvement of CM processes, including associated information systems, which support the goals and objectives of the VXX IPT.

5.4.3.3 Manufacturing, Production and Quality Assurance

5.4.3.3.1 Operations Assessments

The contractor shall conduct or support, analyses and reviews to provide assessments or status of Government and industry partner manufacturing, production and quality assurance operations. This includes: site visits, analysis or surveillance of production tasks, assembly instructions, BOM, assembly work orders, material lead times, MRPS data, production tracking system(s), special tooling/special test equipment requirements, master control media, component test and evaluation planning, production floor layouts, inventory receipts, warehousing, tooling test equipment, production schedules, manufacturing transition plans, material supply lists, build cycles, part and kitting availability, material, and facility availability. Manufacturing, production and quality assurance risks shall be identified with recommendations to address known and potential deficiencies.

5.4.4 Administrative Services

The contractor shall provide services to support the VXX IPT Co-Leads and the two (2) TD IPT Leads. Services include coordination of meetings, management of calendars and schedules, generating travel documents using the Defense Travel System, drafting/routing correspondence in accordance with governing policies, support employee check-in and check-out process, maintain employee roster and recall data, utilize BASICS for visit request processing, support obtaining official passports for overseas travel, prepare naval messages, receive and distribute general mail, and prepare office supply orders.

5.5 Continuity of Services Contract (CoSC) (formerly Navy-Marine Corps Intranet (NMCI))

The contractor shall use the Continuity of Services Contract (N00039-10-D-0010) and perform the tasks in clause H.3 5252.237-9500 Ordering Procedures for Navy-Marine Corps Intranet (NMCI) Services to support the preparation of orders, track, manage computer hardware, software and

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services to support Government personnel assigned to PMA-274 and on-site and off-site contractor personnel.

5.6 Travel and Material

Contractor personnel shall travel to various locations within, and outside, the continental United States (CONUS). Government Team Leads will 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. Only those travel expenses having valid receipts and travel claims will be reimbursed to the contractor. Travel will be reimbursed at cost in accordance with the DoD Travel Regulations.

Other Direct Costs (ODCs) are based on a per annum not-to-exceed amount. Approval shall be obtained from the Contracting Officer's Representative (COR) prior to the purchase of any material expenses. All material purchased by the Contractor under this item become the property of the Federal Government. Other Direct Costs necessary for performance of this contract shall be reimbursed in accordance with NAVAIR clauses 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs, and 5252.242-9515, Restriction on the Direct Charging of Material.

5.7 Program Security

5.7.1 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 (NISPM), 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.

5.7.2 The Contractor shall protect classified government information in accordance with the Presidential Vertical Lift Platform(s) VXX Security Classification Guide (SCG), OPNAVINST C5513-2B (161) VH-60N Executive Transport Security Classification Guide, OPNAVINST C5513-2B (216) 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.

5.7.3 Document Markings

5.7.3.1 Distribution Statement

The Contractor shall apply the following statement on the bottom of the cover page of all program technical documents:

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"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."

5.7.3.2 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, Information Security Program, 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."

5.7.3.3 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"

5.7.3.4 Destruction Notice

The Contractor shall apply the following statement on destroy 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 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."

5.7.3.5 Export Controlled Information

The contractor shall place the following statement on the bottom of the 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."

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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.

5.7.4 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.

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

5.7.5 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 release of Government information. An unauthorized disclosure or release of technical program information is the inadvertent, unauthorized or illegal conveyance of technical program information and 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.

5.7.6 Dissemination of Government Information

The Contractor shall not use program sensitive data not previously approved for public release for marketing purposes. All information dissemination, including information disseminated in a classified environment, must be approved by the Government.

5.8 Personnel Security Clearances

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5.8.1 The contractor shall ensure that all personnel, prior to starting work, have a minimum of DoD National Agency Check with Law and Credit (NACLC), or an equivalent. The contractor shall ensure that all personnel maintain their security clearance 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 or access to classified information at the level required.

5.8.2 The contractor shall comply with personnel security investigation and clearance requirements in accordance with the National Industrial Security Program Manual (NISPOM) 5220.22M. The contractor shall ensure personnel filling positions/labor categories requiring a secret clearance have current secret clearance at time of contract award.

5.9 Information Assurance (IA)

The contractor shall support and perform tasks to protect PMA-274 information and information systems. The contractor shall ensure the IA tenets of Confidentiality, Integrity, Availability, Authentication, and Non-Repudiation are integrated throughout PMA-274 information systems beginning with inception and concluding with retirement and/or termination as appropriate. The contractor shall ensure compliance with the following IA policies and procedures for the protection of information and information systems where it has administrator permissions:

- a. Information Assurance (IA), DoDD 8500.01E
- b. Information Assurance Implementation, DoDI 8500.2
- c. DoD IA Certification & Accreditation Process (DIACAP), DoDI 8510.01
- d. Public Key Infrastructure & Public Key Enabling, DoDI 8520.2
- e. IA Training, Certification, & Workforce Management, DoDD 8570.01
- f. IA Workforce Improvement Program, DoD 8570.01-M
- g. Security of Unclassified DoD Information on Non-DoD Information Systems, DTM 08-027
- h. Navy Information Assurance (IA) Program, OPNAVINST 5239.1C

5.9.1 Information Assurance Training

The contractor shall complete and document annual Information Assurance training in accordance with IA Training, Certification, & Workforce Management, DoDD 8570.01, 23 Apr 07. The contractor shall provide status documentation within 1 working day when requested by the Government.

5.9.2 Information Systems Certification and Accreditation

The contractor shall support Certification & Accreditation (C&A) efforts for PMA-274 information systems to support Designated Approving Authority (DAA) accreditation decisions for issuance of: Authority to Operate (ATO), Interim Authority to Operate (IATO), Interim Authority to Test (IATT), and/or Interim Authority to Connect (IATC). In successfully executing C&A efforts, the Contractor shall reference DoD 8510.01 (DIACAP), DOD 8500.01E (Information Assurance), and DoDI 8500.2 (Information Assurance Implementation).

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5.9.2.1 Certification and Accreditation Timelines

The contractor shall conduct Interim Progress Reviews (IPR) on all C&A documentation at intervals of 190, 105, and 85 days prior to reaccreditation. These timelines allow one week for contractor review of paperwork prior to each C&A submission to NAVAIR 7.2.6, per their published nine (9) months C&A cycle. The contractor shall support the overall objective of submitting final documentation for reaccreditation of systems no later than 75 days prior to expiration date.

5.9.3 Contractor Owned and Operated Systems Processing Government Information

The contractor shall ensure that contractor owned and operated networks and information systems that process, store, display, manipulate, and/or transmit Unclassified PMA-274 data are in compliance with the protective measures in DoD Directive Type Memorandum (DTM) 08-027, 31 July 2009, Security of Unclassified DoD Information on Non-DoD Information Systems.

5.9.4 Email Transmission of Controlled Unclassified Information

The contractor shall ensure that when transmitting Controlled Unclassified Information (CUI), over non-secure e-mail (e.g. not connected to the NMCI network through Broadband Unclassified Remote Access System / Virtual Private network), those transmissions are encrypted using Department of Defense Public Key Infrastructure (DoD PKI) in accordance with Public Key Infrastructure & Public Key Enabling, DoDI 8520.2, 1 Apr 04

5.9.5 Information Assurance and Information Technology (IT) Workforce

The contractor shall maintain training and certification records for IA and IT personnel in compliance with DoD 8570.01-M, Information Assurance Workforce Improvement Program, 19 Dec 2005.

5.10 Continuity of Operations

5.10.1 Continuation of Mission Essential Contractor Services

The contractor shall continue the performance of mission essential contractor services identified in PBSOW paragraph "5.2.1.c Security Response Team" during: 1) a situation where PMA-274 personnel are unable to occupy their normal facilities either through localized acts of nature, accidents, technological, attack-related emergencies or situations that disrupt normal operations and 2) a situation where access to NAS Patuxent River is restricted to Mission Essential personnel. The contractor shall develop a Continuation of Mission Essential Contractor Services Plan using the Federal Continuity Directive 1 (FCD 1) Federal Executive Branch National Continuity Program and Requirements as a guide. The contractor shall identify, in the plan, provisions for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed. The plan shall include, but not be limited to the following elements in accordance with DFARS Clause 252.237-7023:

- a. Challenges associated with maintaining contractor essential services during an extended event, such as a pandemic that occurs in repeated waves;
- b. The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;
- c. The components, processes, and requirements for the identification, training, and preparedness of

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- personnel who are capable of relocating to alternate facilities or performing work from home;
- d. Any established alert and notification procedures for mobilizing identified essential contractor service personnel;
 - e. The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis; and
 - f. Procedures for notifying the contracting officer and the Government Task Order Manager as expeditiously as possible in the event the contractor anticipates not being able to provide essential contractor services. The Contractor shall use its best efforts and cooperate with the Government in the Government's efforts to maintain the continuity of operations.

The contractor shall submit the Continuation of Essential Contractor Services Plan IAW CDRL A004.

5.11 Personnel Placement

5.11.1 Personnel Gain/Loss Report

The contractor shall submit a Personnel Gain/Loss Report for all employees (including subcontractors) requiring access to Government IT systems. Submittals are required within (10) ten days of gain or loss of employee(s) that had or will access Government IT systems. The Personnel Gain/Loss Report shall be submitted IAW CDRL A005.

5.11.2 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.

5.12 Performance Self-Assessment

The contractor shall perform a quarterly self-assessment using the Quality Assurance Surveillance Plan (QASP), Attachment 1. The contractor shall submit the QASP Self Assessment IAW CDRL A006.

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5.13 Work Locations

The contractor shall perform work primarily at NAS Patuxent River, Maryland (94%), Pentagon, Arlington, VA (5%), and being performed at contractor facility (1%).

5.13.1 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.

5.13.2 Government Facilities

The Government will provide and support facilities for 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 computer systems.

5.13.3 Relocation Facilities

The Contractor shall provide and support facilities for contractor personnel supporting this contract in the event of a Government relocation mandate for all contractor support services to vacate PMA-274 Presidential Helicopters Program Office.

5.14 List of Deliverables

1. Monthly Meeting Agenda (PBSOW para 5.1.1) - CDRL A001
2. Monthly Status Report (PBSOW para 5.1.2) - CDRL A002
3. Funds and Man-Hour Expenditure Report (PBSOW para 5.1.3) - CDRL A003
4. Continuation of Mission Essential Contractor Services Plan (PBSOW para 5.10.1) - CDRL A004
5. Personnel Gain/Loss Report (PBSOW para 5.11.1) - CDRL A005
6. Performance Self-Assessment (PBSOW para 5.12) - CDRL A006

6.0 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

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located on computers, laptops, and external hard drives. GFE includes any equipment provided by the Government including identification badges.

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.

(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.

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SECTION D PACKAGING AND MARKING

Section D information is applicable to CLINs 4000, 4001, 4002, 4040, 4100, 4101, 4102, 4140, 4200, 4201, 4202, 4240, 6000, 6001, 6100, 6101, 6200, and 6201.

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 4000-4002, 4100-4102, and 4200-4202- Packaging and marking shall be in accordance with best commercial practice.

Items 6000-6001, 6100-6101, and 6200- 6201- Packaging and marking shall be in accordance with best commercial practice.

Items 4040, 4140, and 4210- 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: Program Office: PMA-275

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James Sperbeck
Phone: 301-757-5766
Naval Air Systems Command
48202 Bronson Rd, Building 2805
Patuxent River, MD 20670

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SECTION E INSPECTION AND ACCEPTANCE

Section E information is applicable to CLINs 4000, 4001, 4002, 4040, 4100, 4101, 4102, 4140, 4200, 4201, 4202, 4240, 6000, 6001, 6100, 6101, 6200, and 6201.

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 4000-4002, 4100-4102, 4200-4202, 6000-6001, 6100-6101, and 6200-6201- Inspection and acceptance shall occur via Government inspection at the expiration of the period of performance. 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 J5, Quality Assurance Surveillance Plan (QASP) by the COR.

Items 4040, 4140, and 4240- Inspection and acceptance shall be in accordance with the 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 or 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
4040	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4102	Destination	Government	Destination	Government
4140	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6101	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4202	Destination	Government	Destination	Government
4140	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6201	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

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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 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.

(End of Clause)

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5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: Program Office: PMA-275

James Sperbeck

Phone: 301-757-5766

Naval Air Systems Command

48202 Bronson Rd, Building 2805

Patuxent River, MD 20670

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled per CDRL. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Section F information is applicable to CLINs 4000, 4001, 4002, 4040, 4100, 4101, 4102, 4140, 4200, 4201, 4202, 4240, 6000, 6001, 6100, 6101, 6200, and 6201.

Note: All 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:

The periods of performance for the following CLINs are shown below:

	CLINs	Period of Performance
Base Period	4000 - 4002; 4040; 6000; 6001	1 August 2012 - 31 July 2013
Option Period I	4100 - 4102; 4140; 6100; 6101	1 August 2013 - 31 July 2014
Option Period II	4200 - 4201; 4240; 6200; 6201	1 August 2014 - 31 July 2015

The following are the Increased Capacity option CLINs that will be exercised only if needed in accordance with Task Order Clause H-1 Increased Capacity Within the Period of Performance during the applicable period of performance: 4002, 4102, 4202, 6001, 6101, and 6201.

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 2.5.1.10)
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

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(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:

Program Office: PMA-275
 Naval Air Systems Command
 48202 Bronson Rd, Building 2805
 Patuxent River, MD 20670

Contracting Officer's Representative: James Sperbeck
 Phone: 301-757-5766

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 NAS Patuxent River Base, MD, Pentagon Washington DC, and local Contractor Facilities.

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SECTION G CONTRACT ADMINISTRATION DATA

CLIN - DELIVERIES OR PERFORMANCE

Section G information is applicable to CLINs 4000, 4001, 4002, 4040, 4100, 4101, 4102, 4140, 4200, 4201, 4202, 4240, 6000, 6001, 6100, 6101, 6200, and 6201.

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 [CLIN 4000: [REDACTED] and CLIN 4001: [REDACTED] percent (CLIN 4000: [REDACTED] and CLIN 4001: [REDACTED] of the allowable cost of each invoice submitted by [REDACTED] 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 SPREADSHEET.

(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,

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and the period of performance which the amount(s) are expected to cover.

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

(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

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

* SEE ATTACHMENT J4, TASK ORDER CEILING SPREADSHEET.

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)

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[] 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>
DCAA Auditor DODAAC	<u> </u>
LPO DODAAC	<u> </u>
Inspection Location	<u>N00019</u>
Acceptance Location	<u>N00019</u>

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: james.sperbeck@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 james.sperbeck@navy.mil.

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

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work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] 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 [REDACTED] man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of [REDACTED] hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, 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 [REDACTED] 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

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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 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.

TO BE COMPLETED AT TIME OF AWARD.

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: Non applicable

(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 James D. Sperbeck 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.

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- 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.
- 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)
(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.

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Accounting Data

SLINID	PR Number	Amount
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400001	1300260389	2000000.00
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LLA :

AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001130544
CIN 130026038900001

400101	1300260389	297319.84
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LLA :

AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001130544
CIN: 130026038900001

400102	1300260389	102680.16
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LLA :

AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001130544
CIN: 130026038900002

600001	1300260389	200000.00
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LLA :

AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001130544
CIN: 130026038900002

BASE Funding 2600000.00

Cumulative Funding 2600000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H information is applicable to CLINs 4000, 4001, 4002, 4040, 4100, 4101, 4102, 4140, 4200, 4201, 4202, 4240, 6000, 6001, 6100, 6101, 6200, and 6201.

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 Plus Fixed Fee 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 responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or

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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

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

[x] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-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))

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

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

[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))

[x] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government

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contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

5252.210-9501 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.

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

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

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

* Not applicable to Security Response Team (SRT)

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAY 2012)

(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.

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(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.

Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the 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 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

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FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the 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.

5252.242-9515 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.

5252.211-9510 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;

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(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 identification of contractor employees.

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 2.5.1.10
 Naval Air Warfare Center Aircraft Division
 21983 Bundy Road, Building 441
 Patuxent River, MD 20670.

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (MAY 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or 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

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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 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.

5252.243-9504 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 2.5.1.10
Terressa Bebout
Naval Air Warfare Center Aircraft Division
21983 Bundy Road, Building 441
Patuxent River, MD 20670
301-757-7090

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SECTION I CONTRACT CLAUSES

Section I information is applicable to CLINs 4000, 4001, 4002, 4040, 4100, 4101, 4102, 4140, 4200, 4201, 4202, 4240, 6000, 6001, 6100, 6101, 6200, and 6201.

Note: All provisions and clauses of Section I 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:

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)

(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 withheld 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 withheld 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 52.217-8 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.

FAR 52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the

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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 and six months.

52.219-27 -- Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

As prescribed in 19.1407, insert the following clause:

Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

(a) **Definition. "Service-disabled veteran-owned small business concern"**--

(1) **Means a small business concern--**

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) **General.**

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) **Agreement.** A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance

incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

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SECTION J LIST OF ATTACHMENTS

Exhibit A- DD Form 1423, Contract Data Requirements List (CRDL)

Attachment J2- DD Form 254, Contract Security Classification Specification

Attachment J4 Task Order Ceiling Spreadsheet Basic

Attachment J5- Quality Assurance Surveillance Plan (QASP)