

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 29-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N00421-09-MR-59225		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 ranford.demontegnac@navy.mil 301-757-2612	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Tekla Research 12531 Clipper Drive, Suite 202 Woodbridge VA 22192		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5270-M801
		10B. DATED (SEE ITEM 13) 18-Mar-2009
CAGE CODE 07EQ9	FACILITY CODE 960649382	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) David B. Russell, Authorized Company Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Phillip C Smith, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/David B. Russell (Signature of person authorized to sign)	15C. DATE SIGNED 29-Apr-2009	16B. UNITED STATES OF AMERICA BY /s/Phillip C Smith (Signature of Contracting Officer)	16C. DATE SIGNED 29-Apr-2009

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to add Level of Effort clause SEA 5252.216-9122 to the subject task order into Section G as follows:

### SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **39,360 man-hours for the Base Period, and 48,960 man-hours for each Option Period (235,200 total man-hours of direct labor)**, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 757 hours per week (Base Year) [Yearly number of labor hours divided by 52 weeks] and 942 hours per week (Option I through IV) [Yearly number of labor hours divided by 52 weeks], not inclusive of Increased Capacity CLINs. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------	-------

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

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

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

(j) 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.

(End of Clause)

A conformed copy of this task order is attached to this modification for information purposes only.

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 1 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

**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 Year Labor: Program Management, Operations and Administrative Support Services in accordance with SOW and DD Forms 1423 (OTHER)	1.0 Lot	\$3,396,167.44	\$103,461.03	\$3,499,628.47
400001	Funding in support of CLIN 4000 (Base Year Labor) (OPN)				
400002	Funding in support of CLIN 4000 (Base Year Labor) (OTHER)				
400003	Funding in support of CLIN 4000 (Base Year Labor) (RDT&E)				
400004	Funding in support of CLIN 4000 (Base Year Labor) (O&MN,N)				
4001	Option Year 1 Labor: Program Management, Operations and Administrative Support Services in accordance with SOW and DD Forms 1423 (OTHER) Option	1.0 Lot	\$4,311,480.78	\$143,389.99	\$4,454,870.77
4002	Option Year 2 Labor: Program Management, Operations and Administrative Support Services in accordance with SOW and DD Forms 1423 (OTHER) Option	1.0 Lot	\$4,491,480.66	\$150,303.23	\$4,641,783.89

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 2 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

4003	Option Year 3 Labor: Program Management, Operations and Administrative Support Services in accordance with SOW and DD Forms 1423 (OTHER) Option	1.0 Lot	\$4,644,047.58	\$155,259.24	\$4,799,306.82
4004	Option Year 4 Labor: Program Management, Operations and Administrative Support Services in accordance with SOW and DD Forms 1423 (OTHER) Option	1.0 Lot	\$4,799,463.00	\$160,235.18	\$4,959,698.18

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
6000	Base Year Travel, Material and NMCI in support of CLIN 4000 (OTHER)	1.0 Lot		\$164,245.55
600001	Funding in support of CLIN 6000 (Base Year ODCs) (OPN)			
6001	Option Year 1 Travel, Material and NMCI in support of CLIN 4001 (OTHER) Option	1.0 Lot		\$183,736.32
6002	Option Year 2 Travel, Material and NMCI in support of CLIN 4002 (OTHER) Option	1.0 Lot		\$188,331.23
6003	Option Year 3 Travel, Material and NMCI in support of CLIN 4003 (OTHER) Option	1.0 Lot		\$193,039.35
6004	Option Year 4 Travel, Material and NMCI in support of CLIN	1.0 Lot		\$197,863.96

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 3 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

4004 (OTHER)  
Option

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 4 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Statement of Work Naval Air Systems Command PMA202 Aircrew Systems Program Management Support

**1.0 Scope.** Aircrew Systems Program Office (PMA202) includes all systems that directly support the aircrew and troops or passengers in the performance of their missions. It consists of the functional components, internal and external interfaces and the environment with a focus on optimizing human performance, protection and sustainment in aviation operations. The requirements of this SOW will directly support this and the mission of PMA202.

**1.1 Mission Statement.** PMA202 provides the Navy and Marine Corps with cost-wise aircrew systems by developing, integrating, fielding and supporting aircrew safety, survivability and mission enhancing core capabilities

**1.2 Background.** PMA202 exists for the exclusive purpose of supporting the Fleet. Our motto is "Warfighter Focused and Cost Conscious" and we take pride in being the first to respond when our Naval Aircrew men and women are in need. In order to accomplish our mission, the Aircrew Systems team must reach out, engage and involve other organizations. To anticipate future requirements, we are teamed with AIR-4.6T and contractors in the development of new technologies to enable the Warfighter to perform at the next level. Combining forces with our AIR 4.6 teammates enables us to jointly touch all of the platform Program Offices and work as one to provide optimal support and cost effective products for the Naval Aviation Enterprise.

The men and women of PMA202 are dedicated to providing exceptional service to the Fleet. The team always comes first and our individual goals are second. We work in unison in following established programmatic, acquisition, contractual and legal processes. The three Integrated Product Teams of Aircrew Mounted Systems, Aircraft Mounted Systems and Chemical Biological Systems all have cradle to grave responsibilities for all their products and are joined with the Fleet Support Team and the Executive Leadership Team for the oversight of their products and processes. Aircrew Systems products include Aviation Life Support Systems (ALSS), Aircrew Life Support Survival Equipment (ALSSE), Aircraft Ejection Seat (AES) and Aircrew Mounted Mission Enhancing Equipment. These areas encompass all products intended to sustain the life of aircrew members and aircraft passengers conducting their assigned operational missions in U.S. Navy and U.S. Marine Corps aircraft and to return aircrew members to operational duty as soon as possible after experiencing an aviation emergency.

**2.0 Applicable Documents.** Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/task order (including any specifications or standards cited in any drawing, handbook, or referenced specification or standard contained within this solicitation), shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS)

([http://dodssp.daps.dla.mil/dodiss\\_index.htm](http://dodssp.daps.dla.mil/dodiss_index.htm)) and supplement thereto.

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 5 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

### 3.0 Tasking Requirements.

The contractor shall provide development, production, and operation and sustainment in support of Aircrew Systems. The Aircrew Systems PMA consists of three divisions; Aircrew Systems, which has developmental, production, and sustainment activities; the Aircraft Mounted Systems which has developmental and production activities; and Chem Bio which is in the sustainment phase.

### 3.1 Program Management.

#### 3.1.1 Program Management Support.

**3.1.1.1 Program Manager Support.** The contractor shall provide executive program management support for the Program Manager in the execution and review of PMA202's Aircrew Mounted Systems, Aircraft Mounted Systems and Chemical Biological Systems. The contractor shall use knowledge of DoD policies and procedures to coordinate, develop and edit briefing materials per the Program Manager (PM). The task includes, but is not limited to, monitoring and managing the PM's calendar, scheduling meetings with both Aircrew Systems and external individuals, coordinating appropriate facilities and contacting outside parties to coordinate meetings as directed by the Program Manager.

**3.1.1.2 Acquisition Management.** The contractor shall provide program tracking of cost/schedule/performance factors and risk management and develop and support acquisition documentation to be used in the fulfillment of program execution. The task includes, but is not limited to, the collection, coordination and analysis of data and technical requirements used in the preparation of documentation, developmental efforts and testing and incorporated into team work plans, data calls and supporting financial documentation. The contractor shall also provide support for production and delivery of PMA202 products, pyrotechnic production and delivery and advanced sequencer production and delivery. The task also includes developing initial program cost estimates/budgets, performing cost estimating and modeling, estimating manufacturing costs, developing pre-contract award documentation and coordinating activities, assisting with drafting Statements of Objectives and Statements of Work and assisting with drafting program CDRL requirements. The contractor shall also obtain Government Furnished Equipment (GFE) requirements from various PMAs, draft schedules for deliveries and prepare and process Navy messages.

**3.1.1.3 Operations Support.** The contractor shall provide operations support to all three Level 1 divisions of PMA202's Aircrew Systems: Aircrew Mounted Systems, Aircraft Mounted Systems and Chemical Biological Systems. The contractor shall provide production related support to the Joint Helmet Mounted Cueing System (JHMCS) and Joint Aircrew Laser Eye Protection Visor (JALEPV) programs under the Aircrew Mounted Systems division. The contractor shall provide developmental related support to the Ejection Seat Endurance and Common Mobile Aircraft Restraint programs under the Aircraft Mounted Systems division and shall provide sustainment related support to programs under the Chem Bio division. The contractor shall manage and monitor the Level 1s' calendars, schedule meeting requests with both Aircrew Systems personnel and external individuals, coordinate the appropriate facilities both on and off base and set up meeting rooms as needed. The operations support contractor shall participate in all team planning and strategy meetings and keep a current tracking list of actions to be completed. The operations support contractor shall also support the financial execution cycle on an annual basis which includes, but is not limited to, spend plans, command staffing, financial performance, program schedule tracking, etc. The contractor shall coordinate, track and complete all operations related tasks from the PMA Operations

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 6 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

Manager, following through to closure and maintaining a repository of responses. The contractor shall coordinate input from team members and create final products or briefings including, but not limited to, Program Objectives Memorandum (POM) Issue Sheets, Enterprise Resource Planning (ERP), Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules (IMP / IMS), Program Briefs, Weekly Reports, performance metrics, command staffing, etc. The contractor shall provide graphics support such as development of displayed metrics charts and award certificates. The contractor shall develop, assemble, duplicate and distribute briefing material for program office meetings and conferences. The contractor shall also assist other IPT members in the development and management of team spend plans and budget exhibits.

**3.1.1.4 Procurement Documentation.** The contractor shall provide Procurement Initiation Documentation (PID) program support to all three Level 1 divisions of PMA202's Aircrew Systems: Aircrew Mounted Systems, Aircraft Mounted Systems and Chemical Biological Systems. The contractor shall draft, process, monitor and coordinate all PID efforts within the Program Office. This task includes, but is not limited to, participating in all team procurement planning and strategy meetings and coordinating, tracking and completing all operations related to PID requirements. The contractor shall also maintain PID document files, maintain a PID tracking system and update the Program Office shared drive with PID tracking data. The contractor will be required to work closely with Budget Financial Managers and Contracts personnel.

**3.1.1.5 Integrated Product Team (IPT) Support.** The contractor shall provide program management IPT support for the Deputy Program Manager for Aircraft and Aircrew Mounted Systems in the execution and review of PMA202's programs. The contractor shall provide production related support to the Joint Helmet Mounted Cueing System (JHMCS) and Joint Aircrew Laser Eye Protection Visor (JALEPV) programs under the Aircrew Mounted Systems division. The contractor shall provide developmental related support to the Ejection Seat Endurance and Common Mobile Aircraft Restraint programs under the Aircraft Mounted Systems division and shall provide sustainment related support to programs under the Chem Bio division. The contractor shall use knowledge of DoD policies and procedures to coordinate, develop and edit briefing materials per the DPM or IPT leads. The contractor shall provide the following support to include, but not be limited to: Program Objectives Memorandum (POM) Issue Sheets, Enterprise Resource Planning (ERP), Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules (IMP / IMS), Program Briefs, Weekly Reports, performance metrics, command staffing, etc.

**3.1.2 Configuration Management.** The contractor shall develop a configuration management plan and maintain configuration data on all hardware and software products managed by PMA202. The data shall be comprised of, but not limited to, serial numbers, hardware and firmware revision levels. The contractor shall provide a configuration management plan in accordance with CDRL A001.

**3.1.3 Program Reviews.** The contractor shall provide support to the Government or its designated representative for the facilitation and coordination of on and off site management reviews. This includes, but is not limited to, agenda and briefing material preparation. The reviews could include, but are not limited to: In-Process Reviews (IPRs), Program Management Reviews (PMRs), Program Management Roll ups, Executive Leadership Team (ELT) reviews and Fleet meetings. To allow for productive program reviews, the contractor shall provide an agenda (CDRL A002) and presentation material (CDRL A003) to the Government for review and input as determined necessary. The contractor shall provide meeting minutes for these meetings in accordance with CDRL A004. The contractor shall submit Trip Reports (CDRL A005) following any program office directed travel.

**3.1.4 Monthly Status Report.** The contractor shall submit monthly progress reports that shall include, but not be limited to, the following: detailed POA&M chart, Earned Value Management (EVM) data, risk management, action items and deliverables status. (CDRL A006). The contractor shall provide a Cost Status Report (CDRL A007). Monthly IPRs regarding the contractor's efforts shall be held for the duration of the

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 7 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

Task Order (TO) and consist of a review and discussion of technical and management project status, associated technical, management, and performance risks, action items and TO deliverables.

### **3.2 General Program Engineering, Technical, Test, and Analytical Support.**

**3.2.1** The contractor shall provide technical support of the Systems Engineering (SE) processes for PMA202 to include: Aircrew Mounted Systems, Aircraft Mounted Systems and Chemical Biological Systems. This support includes Risk Management, Requirements Management and Traceability, Specification Development, Metrics Tracking and Documentation, Systems Engineering Technical Reviews (SETR) and event support including off-site Design Reviews as well as other SE tasks.

**3.2.2** The contractor shall provide engineering, analytical, coordination and strategic planning services investigating opportunities to optimize and integrate the existing and projected Aircrew Systems capabilities in the Joint, Service and Coalition Initiatives. The contractor shall also conduct assessment and evaluation required for integration and sustainment of products needed by operational forces.

**3.2.3** The contractor shall provide engineering management services in support of the SETR events. This effort includes functions required in support of Non-Traditional Assessment (NTA) activities, initiatives and coordination activities for the PM, Class desk and Chief Engineer.

**3.2.4** The contractor shall provide support to help focus new technology development projects to meet future operational requirements as defined by the PMA202 Roadmap. The contractor shall develop, coordinate and maintain the PMA202 Roadmap.

**3.2.5** The contractor shall provide logistical test support for PMA202 Aircrew Systems.

**3.2.6** The contractor shall provide acquisition planning and evaluation in all life cycle phases for U.S. Navy and Joint Service Crew Systems programs and actively participate in Acquisition Strategy development and System Engineering Technical Reviews to include readiness reviews, design reviews, test reviews and configuration audits. The contractor shall provide liaison support and coordination for Aircrew Systems with other aircraft program offices within NAVAIR and have intimate knowledge of, and experience implementing, acquisition and systems engineering requirements, processes and procedures. The contractor shall also participate in program planning, risk management, configuration management and status accounting, reliability and maintainability (R&M) predicting, allocating and measurement and product support requirements determination, evaluation and acquisition. The contractor shall provide direct input to the Government decision-making process during all acquisition phases and at key milestones and have experience in Risk Management Boards.

**3.3 Program Logistics Support.** The contractor shall provide Integrated Logistics Support (ILS) to the three Integrated Product Teams of Aircrew Mounted Systems, Aircraft Mounted Systems and Chemical Biological Systems which all have cradle to grave responsibilities for all their products and are joined with the Fleet Support Team and the Executive Leadership Team for the oversight of their products and processes. The contractor shall provide production related logistics support for the Low Rate Initial Production of JALEPV and developmental logistics support for the Flight Deck Cranial program. Other logistics support could include the sustainment of Chem Bio equipment. The contractor shall participate in meetings/reviews, risk management board (RMB), and acquisition and logistics support planning conferences to ensure each program is on its milestone objective track. Duties include the development of Strategies, Logistics Support Plans and Logistics Assessment Plans for selected Navy-unique and Joint

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 8 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

Service systems. The contractor shall update inventory information for current and projected programs, update sand charts and PowerPoint briefings with continually changing inventory and analysis for determining projected inventory and budget requests and provide Logistics Requirements Funding Summaries (LRFS) for new and existing equipment.

### 3.4 Information Technology (IT)

**3.4.1 IT Support.** In conjunction with the Navy and Marine Corps Intranet (NMCI), the contractor shall provide Information Technology (IT)/NMCI Support for PMA202 including, but not limited to: handling all NMCI related issues and executing regular processes/maintenance as needed, including Laptops/Desktops, Printers, Scanners, Blackberries, User Accounts, Email Accounts, Personal Storage Table (PST) files, Legacy/Enterprise software, Supply orders, Technical Refreshes, Data Backups/Transfers, Storage Resource Manager (SRM) Requests, Public/Shared Calendars, Distribution Lists, Web Conferencing, Video Tele-Conferences (VTC's), etc. The contractor shall also regularly attend all NMCI/IT related training and meetings. The contractor shall administer PMA202 Share folder configuration and permissions and assist and provide guidance to PMA202 NMCI users with computer hardware/software questions and issues. The contractor shall also manage and regularly update the PMA202 seating chart in coordination with the PMA Operations Manager. The contractor shall also submit forms for all Phone/Voicemail adds and changes, submit and oversee work orders to Facilities for hardware mounting, painting, storage, etc. and properly dispose of outdated NMCI/computer hardware. The contractor shall manage and administer the PMA website. The contractor shall also add/remove users and permissions daily, update website content daily, administer SOW and CDRL web tools, manage SQL Database and PMA Web Server and test and produce new material on the PMA Test website. The contractor shall be capable of producing web tools. The contractor shall work with the IMD Web Team to add CAC/PKI login capability.

**3.4.2 IT Clauses.** The contractor shall comply with the following clauses:

**3.4.2.1. Clinger-Cohen Act:** In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

**3.4.2.2. System Software / Application Compliance:** "All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates."

**3.4.2.3. Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services:** "All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated with MyNAVAIR (NAVAIR Corporate Portal) whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 9 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

OMB Guide for Managing U.S. Government Websites <http://www.usa.gov/webcontent/>

OMB Policies for Federal Public Websites, OMB M-05-04  
[http://www.usa.gov/webcontent/policies\\_and\\_implementation.shtml](http://www.usa.gov/webcontent/policies_and_implementation.shtml)

Section 508 Standards <http://www.section508.gov/>

DOD Web Policy and Guidelines <http://www.defenselink.mil/webmasters/>

Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website  
<https://www.nioc-norfolk.navy.mil/operations/wra/wra.shtml>

SECNAV 5720.47B DON Policy for Content of Publicly Accessible Web Sites (NIOC Norfolk routinely monitors publicly accessible Navy websites for policy compliance; Site has a downloadable "Website Self-Assessment Checklist" for Webmasters.)

<http://www.chinfo.navy.mil/navpalib/internet/secnav5720-47b.pdf>

NAVAIR CIO Website (NAVAIR specific policy and guidelines):

<https://mynavair.navair.navy.mil/cio>

**3.4.2.4 Software Development/Server Procurement:** "Any tools developed that will be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort."

**3.4.2.5 NMCI Services for Contract Performance:** "ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (Sep 2000) (a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering". (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31. (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee." Computer resources will be acquired in accordance with DFARS 5252.237-9503.

**3.4.2.6 Information Assurance (IA):** NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout the DON. DON CIO (Chief Information Officer) is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 10 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

Management Act of 2002.

“All IA shall be in compliance with the following listed instructions to include those referenced within the below listing:

SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual

National Industrial Security Operating Manual (NISPOM)

CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003

CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems

DoDD 8100.1--Global Information Grid (GIG) Overarching Policy

DoDD 8500.1--Information Assurance

DoDI 8500.2--Information Assurance Implementation

DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual

DoDI 5200.40, “DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP),” 30 Dec 1997

CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002”

**3.5 Financial Management.** The contractor shall provide financial management support to the PMA202 Budget Financial Management (BFM) team. The contractor will assist the BFM with planning, justification, development, tracking, monitoring and reconciliation of program/project budgets, obligations and expenditures using Navy ERP and other Navy and PMA tools. The contractor shall be able to accommodate Fiscal Year surge requirements. The successful candidate will perform analytical and evaluative work that requires a comprehensive knowledge of financial and management organizations.

**4.0 Government Furnished Information.** As required, technical information and operational requirements will be supplied to complete the identified tasking via Task Order Manager/Contracting Officer (TOM/KO) approved Technical Instruction (TI).

**5.0 Data Deliverables.** Required data deliverables shall be developed and provided as specified on the approved DD Forms 1423 Contract Data Requirements List (CDRL).

**6.0 Special Considerations.**

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 11 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

**6.1 Security Requirements.** The Contractor shall comply with Security procedures and instructions as specified by the local Government Security Department and Section C of the SeaPort Enhanced (SeaPort-e) Basic Multiple Awards Contract (MAC). The contractor shall provide functional support services and be responsible for the appropriate conduct involving Secret, Operational Security (OPSEC) and For Official Use Only (FOUO) Information. Specific requirements above and beyond the basic DD Form 254 will be provided on a case-by-case basis. The contractor shall provide an OPSEC Plan (CDRL A008).

## **6.2 Non-Disclosure Agreements**

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

In addition to complying with the terms and conditions of NAVAIR 5252.209-9510(e)(5) with respect to proprietary data of third parties and DFARS 252.227-7025 with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, or disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract only for Government purposes and shall not do so for any commercial or personal purpose.

In the event that the Contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or on-going agreement with respect to which contract services are to be performed, the Contractor shall consider such interest a potential conflict of interest under NAVAIR 5252.209-9510(g) and promptly disclose it to the Contracting Officer.

## **6.3 Identification Badges**

As work under this effort will include both on-Government site and off-Government site support, Contractor identification (ID) badges will be issued by the Government to on-site Contractor personnel. In accordance with NASPAXRIV Instruction 5510.15L, May 31, 2006, identification badges must be displayed at all times. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out Contractor personnel unless all media, including Common Access Cards (CAC) are returned in accordance with the instruction identified previously in this paragraph.

## **6.4 Identification Of Contractor Personnel**

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

## **7.0 Other Direct Costs**

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 12 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

Other Direct Costs (ODCs) are based on a per annum not-to-exceed amount. Approval shall be obtained from the Task Order Manager (TOM) prior to the purchase of any material or travel expenses. All material purchased by the contractor under this item becomes the property of the Federal Government. Costs associated with travel and lodging may be reimbursed in accordance with the Joint Travel Regulations (JTR). The number and types of trips, including the number of personnel traveling, shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Manager for each individual task and the TOM.

## **8.0 Labor Categories:**

The following labor categories may apply to this task order. An asterisk (\*) denotes key labor categories for which the contractor must obtain approval of personnel from the Task Order Manager (TOM) prior to work being performed under this contract. Minimum Qualification Requirements for key personnel are indicated. It is noted that this is not necessarily an exhaustive list of all labor categories for use under this task order and that the offeror is free to propose a labor mix as felt to be appropriate.

**Senior Engineer/Analyst** (SECRET Clearance Eligible)

**Engineer/Analyst**

**Logistics Analyst**

**Foreign Military Sales Analyst**

**Financial Management Analyst**

**Program Support Specialist**

**Program Executive Assistant (EA)\***

Shall possess a Bachelor's degree with six (6) years of relevant experience or an Associate's degree with ten (10) years experience or a high school diploma or GED equivalent with twelve (12) years of relevant experience. Candidate must have knowledge of DoD policies and procedures. Knowledge of the mission, functions, policies, and procedures of the Office of Naval Research (ONR) is desirable to support the administrative requirements of the task order. Must have the ability to effectively manage multiple complex tasks and work within a group of individuals to create a productive, high-performing team. Excellent organizational skills required. Must have the ability to communicate effectively orally and in writing. Must be proficient in Microsoft Office suite. Candidate shall be knowledgeable of Navy correspondence. Experience with on-site direct support of Senior Management in a PMA is preferred.

**Operations/EA**

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 13 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

## **Information Technology Specialist**

### **Senior Acquisition Management Analyst\***

Shall possess at least 15 years experience in Acquisition Management for advanced development programs and at least 10 years experience in aircraft and system test, measurement and evaluation. Candidate must have substantial experience in aircraft systems research, development, testing and acquisition requiring knowledge of the programmatic requirements of DoD 5000 series directives, strategic planning and advanced management. Individuals must also have direct experience as well as staff management experience in performing hardware development and/or data analysis and demonstrated experience in developing and writing planning documents such as Test and Evaluation Master Plans (TEMP), Initial Capabilities Documents (ICD), Capabilities Development Documents (CDD) and Capabilities Production Documents (CPD).

### **Configuration Management Analyst**

(End of Statement of Work)

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, provided as Attachment 3. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR provided as Attachment 4 and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described in Attachment 5 titled "IT Positions Process for Contractors".

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRLs A009 and A010. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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

The Contractor's Technical Proposal in response to solicitation N00024-09-R-3069, dated 7 Jan 2009, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 14 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 15 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 16 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance for CLINs of this order, as reflected in section B, shall be performed in accordance with the clauses identified in Section E of the SeaPort-e Multiple Award IDIQ contract and the Quality Assurance Surveillance Plan as attached to this task order.

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 17 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from 16 April 2009 through 12 months thereafter, estimated at:

4000	4/16/2009 - 4/15/2010
6000	4/16/2009 - 4/15/2010

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

4001	4/16/2010 - 4/15/2011
4002	4/16/2011 - 4/15/2012
4003	4/16/2012 - 4/15/2013
4004	4/16/2013 - 4/15/2014
6001	4/16/2010 - 4/15/2011
6002	4/16/2011 - 4/15/2012
6003	4/16/2012 - 4/15/2013
6004	4/16/2013 - 4/15/2014

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 18 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Kathy Davis  
Code: PMA202  
Mailing Address: 47123 Buse Rd., Building 2272, Patuxent River, MD 20670  
Telephone: 301-757-5822  
Email: [kathy.davis@navy.mil](mailto:kathy.davis@navy.mil)

(b) The TOM is responsible for the following assigned functions:

1. Ensure contractor personnel requiring access to Government facilities adhere to the check-in and check-out procedures
2. Work cooperatively with members of the acquisition team
3. Review, comment and report on the contractor's progress and ensure contractor complies with reporting requirements
4. Understand and adhere to role and responsibilities in the CPARS process
5. Review contractor invoices
6. Provide an independent government estimate of desired or ordered work
7. Track funds expended and remaining funds available
8. Accept services and/or deliverables, unless otherwise specified in the order
9. Obtain COR/TOM refresher training as required
10. Promptly notify and provide recommended corrective action to the Contracting Officer of any of the following:
  - a. any violation of or deviation from the technical requirements of the order
  - b. inefficient or wasteful methods in use by the contractor
  - c. any contractor request for changes to the order
  - d. issues that require clarification or resolution
  - e. inconsistencies between invoiced charges and performance
  - f. instances where funds may be insufficient to complete the order
  - g. conditions requiring a replacement as TOM
  - h. improper use of government material, equipment or property
11. Ensure the order does not become a vehicle for personal services
12. Review engineering studies, design or value engineering proposals submitted by the contractor to determine their feasibility
13. Review, comment and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness and any problems associated with the order.

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

### 5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 19 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### 5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to total direct labor hours estimated at 235,200. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

#### 5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

#### 5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2008)

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

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

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

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

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 20 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

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

WAWF Invoice Type:	-- Select <b>Combo</b> for Fixed Price Supplies and Services. (Separate Invoices and Receiving Reports may also be used.)  -- Select <b>Cost Voucher</b> for all Cost or T&M contracts or CLINs.  Questions? Call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2404A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N/A
Ship To DODAAC (for Combo),	N00421
Service Approver DODAAC (Cost Voucher)	
DCAA Office DODAAC (Used on Cost Voucher's only):	HAA722
Paying Office DODAAC:	HQ0338

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

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

Name	Email	Phone	Role
Kathy Davis	<a href="mailto:kathy.davis@navy.mil">kathy.davis@navy.mil</a>	301-757-5822	Task Order Manager

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: None.

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

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 21 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 39,360 man-hours for the Base Period, and 48,960 man-hours for each Option Period (**235,200** total man-hours of direct labor), including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **757 hours per week** (Base Year) [Yearly number of labor hours divided by 52 weeks] and **942 hours per week** (Option I through IV) [Yearly number of labor hours divided by 52 weeks], not inclusive of Increased Capacity CLINs. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$$

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.

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 22 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

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

(j) 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.

(End of Clause)

```

Accounting Data
SLINID  PR Number          Amount
-----
400001  1300117199             704558.00
LLA :
AA 1791810 43SY 251 00019 0 050120 2D 000000 / CC A00000088719 / CIN 130011719900001

400002  1300117199             320000.00
LLA :
AB 1791506 45CA 251 00019 0 050120 2D 000000 / CC A10000088719 / CIN 130011719900002

400003  1300117199             522000.00
LLA :
AC 1791319 45WT 251 00019 0 050120 2D 000000 / CC A20000088719 / CIN 130011719900003

400004  1300117199             95000.00
LLA :
AD 1791804 4A4A 251 00019 0 050120 2D 000000 / CC A30000088719 / CIN 130011719900004

600001  1300117199             95442.00
LLA :
AA 1791810 43SY 251 00019 0 050120 2D 000000 / CC A00000088719 / CIN 130011719900001

```

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 23 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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.

#### 52.219-27 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.

#### 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

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 24 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

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 the Performance Based Statement of Work. The contract 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.

[ ] (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

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 25 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

engineering and/or technical direction or other services performed under this contract for a period of two years after the date of completion of the contract. (FAR 9.505-1(a))

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

(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 three years after the terms of this contract. (FAR 9.505-2(b)(1))

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

(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)

(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 three years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 26 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

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 (AMSDDL), DoD 5010.12-L, and DIDs listed therein. The AMSDDL 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.

#### 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (OCT 1994)

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC),

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 27 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

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

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

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

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

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

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

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class,

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 28 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

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 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.

5252.232-9516 ALLOTMENT OF FUNDS- INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR) (JUL 1985) - ALT I (OCT 2005)

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	\$ 1,688,469.91
Funded Fee	\$ 48,530.09
<b>TOTAL FUNDS</b>	<b>\$ 1,737,000.00</b>

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$1,737,000.00 which includes a fixed fee amount of \$ 48,530.09. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) 4000 and 6000; and

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 29 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

(d) the period of performance for which it is estimated the allotted amount will cover is 16 Apr - 4 Oct 2009.

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

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

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

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

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

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

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

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

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

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 30 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

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:

Mr. Phil Smith  
21893 Bundy Rd, Bldg 441  
Patuxent River, MD 20670  
Phone: 301-757-9719  
Email: phillip.smith@navy.mil

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 31 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

#### (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) [Subpart 31.2](#) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at [52.232-25](#).

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

#### (b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 32 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 33 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with [Subpart 42.7](#) of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 34 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR [42.708](#)(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d) (5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 35 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### 52.216-8 FIXED FEE (MAR 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Task Order.

(b) Payment of the fixed fee shall be made as specified in the Task Order; 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 withholds 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 withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

#### 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 six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the task order.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 20000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the end of the task order. 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 five years.

#### 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Task Order or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Task Order. The Contractor agrees to use its best efforts to perform the work specified in the Task

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 36 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

Order and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Task Order specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Task Order, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Task Order.

(d) Sixty days before the end of the period specified in the Task Order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Task Order or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Task Order or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Task Order. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Task Order.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 37 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

- (1) The amount previously allotted by the Government or;
- (2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Task Order, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Task Order equalling the percentage of completion of the work contemplated by this contract.

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

- (a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.
- (2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.
- (3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.
- (b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.
- (1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.
- (2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).
- (3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 38 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends. 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 39 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contract agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

CONTRACT NO. N00178-07-D-5270	DELIVERY ORDER NO. M801	PAGE 40 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Att (1) Quality Assurance Surveillance Plan

Att (2) DD Form 254

Att (3) AIR 7.2/7.4 Policy Memo 5510

Att (4) Systems Authorization Access Request (SAAR)

Att (5) IT Positions Process for Contractors

Att (6) Task Order Manager Appointment Letter

Exhibit (A) CDRLs A001 - A010

Exhibit (B) Worksheet for CDRL A009

Exhibit (C) Worksheet for CDRL A010