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|--|----------------------------------|---|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 09 | 3. EFFECTIVE DATE 27-Apr-2010 | 4. REQUISITION/PURCHASE REQ. NO. 1300157458 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 rob.myers@navy.mil 301-757-2616 | 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) RBC 100 N. Pitt St. Suite 300 Alexandria VA 22314-3134 | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | 9B. DATED (SEE ITEM 11) | | |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4520-M801 | | |
| CAGE CODE 0H365 | FACILITY CODE 020301560 | [X] | 10B. DATED (SEE ITEM 13) 01-Oct-2009 |

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)
SEE SECTION G

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

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | 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"/> | 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: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of funds |

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) Maureen Yannuzzi, Contracts Manager | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Estella Balmaceda, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR /s/Maureen Yannuzzi (Signature of person authorized to sign) | 15C. DATE SIGNED 05-May-2010 | 16B. UNITED STATES OF AMERICA BY /s/Estella Balmaceda (Signature of Contracting Officer) | 16C. DATE SIGNED 05-May-2010 |

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GENERAL INFORMATION

The purpose of this modification is to obligate funds for task order performance under Labor SubCLINs (410613, 410614, and 410615) and ODC SubCLINs (610605 and 610606). Incremental funding is for tasks to be completed by 28 Feb 2011. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The total amount of funds obligated to Option 1 is hereby increased by \$450,000.00 from \$11,058,805.97 to \$11,508,805.97, in which \$20,350,738.03 of contract ceiling remain unfunded.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$450,000.00 from \$19,502,417.81 to \$19,952,417.81.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|------------|------------|
| 410613 | FMS | 0.00 | 120,000.00 | 120,000.00 |
| 410614 | FMS | 0.00 | 120,000.00 | 120,000.00 |
| 410615 | FMS | 0.00 | 150,000.00 | 150,000.00 |
| 610605 | FMS | 0.00 | 30,000.00 | 30,000.00 |
| 610606 | FMS | 0.00 | 30,000.00 | 30,000.00 |

The total value of the order is hereby increased by \$0.00 from \$45,148,371.70 to \$45,148,371.70.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|---|---------|----------------|--------------|----------------|
| ----- | | | | | |
| 4000 | Services in accordance with SOW Paragraphs 3.1 through 3.1.8 RDT&E - Research and Development for the P-8A Poseidon (RDT&E) | 1.0 Lot | \$2,852,268.00 | \$123,966.00 | \$2,976,234.00 |
| 400001 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400002 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400003 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400004 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400005 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400006 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400007 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400008 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400009 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400010 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400011 | Funding in support of CLIN 4000 (RDT&E) | | | | |
| 400012 | Funding in support of CLIN | | | | |

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4000 (RDT&E)

400013 Funding in
support of CLIN
4000 (RDT&E)

400014 Funding in
support of CLIN
4000 (RDT&E)

400015 Funding in
support of CLIN
4000 (RDT&E)

400016 Funding in
support of CLIN
4000 (RDT&E)

400017 Funding in
support of CLIN
4000 (RDT&E)

| | | | | | |
|--------|--|---------|----------------|--------------|----------------|
| 4001 | Services in accordance with SOW paragraphs 3.2 through 3.2.8 APN - Production Support for the P-8A Poseidon (OTHER) | 1.0 Lot | \$1,009,629.00 | \$46,721.00 | \$1,056,350.00 |
| 4002 | Services in accordance with SOW paragraphs 3.3 through 3.3.12 O&MN - P-8A Poseidon Aircraft (O&MN,N) | 1.0 Lot | \$50,075.00 | \$1,251.00 | \$51,326.00 |
| 4003 | Services in accordance with SOW paragraphs 3.4 through 3.4.13 RDT&E - Research and Development for the P-3 Program (RDT&E) | 1.0 Lot | \$340,067.00 | \$21,701.00 | \$361,768.00 |
| 4004 | Services in accordance with SOW paragraphs 3.5 through 3.5.10 APN - Production Support for P-3 (OTHER) | 1.0 Lot | \$4,764,500.00 | \$276,926.00 | \$5,041,426.00 |
| 400401 | FUNDING IN SUPPORT OF CLIN 4004 (OTHER) | | | | |
| 400402 | FUNDING IN | | | | |

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SUPPORT OF CLIN
4004 (OTHER)

400403 FUNDING IN
SUPPORT OF CLIN
4004 (OTHER)

400404 FUNDING IN
SUPPORT OF CLIN
4004 (OTHER)

400405 FUNDING IN
SUPPORT OF CLIN
4004 (OTHER)

400406 FUNDING IN
SUPPORT OF CLIN
4004 (OTHER)

400407 FUNDING IN
SUPPORT OF CLIN
4004 (OTHER)

400408 FUNDING IN
SUPPORT OF CLIN
4004 (OTHER)

400409 FUNDING IN
SUPPORT OF CLIN
4004 (OTHER)

400410 FUNDING IN
SUPPORT OF CLIN
4004 (OTHER)

| | | | | | |
|------|--|---------|----------------|-------------|----------------|
| 4005 | Services in accordance with SOW paragraphs 3.6 through 3.6.14 O&MN - P-3 Aircraft (O&MN,N) | 1.0 Lot | \$285,393.00 | \$20,535.00 | \$305,928.00 |
| 4006 | Services in accordance with SOW Paragraphs 3.7 through 3.7.18 FMS - Foreign Military Sales (FMS Case #SP-P-G MS) | 1.0 Lot | \$1,533,566.00 | \$99,160.00 | \$1,632,726.00 |

400601 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #SP-P-G MS)

400602 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #PT-P-L DF)

400603 FUNDING TO
SUPPORT CLIN 4006

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(FMS Case #NO-P-G
DM)

400604 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #NO-P-L
BY)

400605 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #TW-P-S
EG)

400606 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #TW-P-S
EG)

400607 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #TW-P-S
EG)

400608 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #KS-P-S
DJ)

400609 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #JA-P-G
GK)

400610 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #PK-P-S
AV)

400611 FUNDING TO
SUPPORT CLIN 4006
(FMS Case #PK-P-S
AV)

400612 Funding to
Support CLIN
4006

(FMS Case #CN-P-F
AU)

400613 Funding to
Support CLIN
4006

(FMS Case #PK-P-S
AV)

400614 Funding to
Support CLIN
4006

(FMS Case #TW-P-S
EG)

400615 Funding to

| | | | | |
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Support CLIN
4006
Training Labor

(FMS Case #TW-P-S
EG)

400616 Funding to
Support CLIN
4006
PPM Labor

(FMS Case #TW-P-S
EG)

| | | | | | |
|------|--|---------|--------|--------|--------|
| 4007 | Services in accordance with SOW 3.8 COOP Program (OTHER) | 1.0 Lot | \$0.00 | \$0.00 | \$0.00 |
|------|--|---------|--------|--------|--------|

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|------|---|---------|----------------|-------------|----------------|
| 4008 | CAPACITY INCREASE CLIN (10%)for CLINs 4000 through 4007 (OTHER) | 1.0 Lot | \$1,077,385.00 | \$64,591.00 | \$1,141,976.00 |
|------|---|---------|----------------|-------------|----------------|

| | | | | | |
|------|--|---------|--------|--------|--------|
| 4009 | Technical Data in accordance with SOW paragraphs 3.1 through 3.8 (OTHER) | 1.0 Lot | \$0.00 | \$0.00 | \$0.00 |
|------|--|---------|--------|--------|--------|

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|------|--|---------|----------------|--------------|----------------|
| 4100 | Option I - Services in accordance with SOW paragraphs 3.1 through 3.1.8 RDT&E - Research and Development for the P-8A Poseidon (RDT&E) | 1.0 Lot | \$6,259,695.00 | \$283,156.00 | \$6,542,851.00 |
|------|--|---------|----------------|--------------|----------------|

410001 FUNDING (RDT&E)

410002 FUNDING (RDT&E)

410003 FUNDING (RDT&E)

410004 FUNDING (RDT&E)

410005 FUNDING (RDT&E)

410006 FUNDING (RDT&E)

410007 FUNDING (RDT&E)

410008 FUNDING (RDT&E)

| | | | | | |
|------|---|---------|----------------|--------------|----------------|
| 4101 | Option I - Services in accordance with SOW paragraphs 3.2 through | 1.0 Lot | \$2,736,846.00 | \$109,978.00 | \$2,846,824.00 |
|------|---|---------|----------------|--------------|----------------|

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3.2.8

APN - Production
Support for the
P-8A Poseidon
(OTHER)

| | | | | | |
|--------|--|---------|-----------------|--------------|-----------------|
| 4102 | Option I - Services in accordance with SOW paragraphs 3.3 through 3.3.12 O&MN - P-8A Poseidon Aircraft (O&MN,N) | 1.0 Lot | \$118,771.00 | \$2,969.00 | \$121,740.00 |
| 4103 | Option I - Services in accordance with SOW paragraphs 3.4 through 3.4.13 RDT&E - Research and Development for the P-3 Program (RDT&E) | 1.0 Lot | \$803,377.00 | \$56,085.00 | \$859,462.00 |
| 4104 | Option I - Services in accordance with SOW paragraphs 3.5 through 3.5.10 APN - Production Support for P-3 (OTHER) | 1.0 Lot | \$10,579,242.00 | \$613,042.00 | \$11,192,284.00 |
| 410401 | FUNDING (OTHER) | | | | |
| 410402 | FUNDING (OTHER) | | | | |
| 410403 | FUNDING (OTHER) | | | | |
| 410404 | FUNDING (OTHER) | | | | |
| 410405 | FUNDING (OTHER) | | | | |
| 410406 | FUNDING (OTHER) | | | | |
| 410407 | FUNDING (OTHER) | | | | |
| 4105 | Option I - Services in accordance with SOW paragraphs 3.6 through 3.6.14 O&MN - P-3 Aircraft (O&MN,N) | 1.0 Lot | \$677,243.00 | \$49,889.00 | \$727,132.00 |
| 4106 | Option I - Services in accordance with SOW paragraphs 3.7 through | 1.0 Lot | \$3,741,183.00 | \$245,600.00 | \$3,986,783.00 |

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3.7.18

FMS - Foreign
Military Sales
(FMS Case #aa-a-T
BD)

410601 FUNDING
(FMS Case #aa-a-T
BD)

410602 FUNDING
(FMS Case #aa-a-T
BD)

410603 FUNDING
(FMS Case #aa-a-T
BD)

410604 FUNDING
(FMS Case #aa-a-T
BD)

410605 FUNDING
(FMS Case #aa-a-T
BD)

410606 FUNDING
(FMS Case #aa-a-T
BD)

410607 FUNDING
(FMS Case #aa-a-T
BD)

410608 FUNDING
(FMS Case #aa-a-T
BD)

410609 FUNDING
(FMS Case #aa-a-T
BD)

410610 FUNDING
(FMS Case #aa-a-T
BD)

410611 FUNDING
(FMS Case #aa-a-T
BD)

410612 FUNDING
(FMS Case #aa-a-T
BD)

410613 FUNDING
(FMS Case #AT-P-G
MI)

410614 FUNDING
(FMS Case #GY-P-G
OV)

410615 FUNDING
(FMS Case #aa-a-T
BD)

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| 4107 | Option I - Services in accordance with SOW paragraph 3.8 Cooperative Development Program (OTHER) | 1.0 Lot | \$948,550.00 | \$63,287.00 | \$1,011,837.00 |
| 410701 | FUNDING (OTHER) | | | | |
| 4108 | Option I - CAPACITY INCREASE CLIN (10%) for CLINS 4100 through 4107 (OTHER) | 1.0 Lot | \$2,526,741.00 | \$202,140.00 | \$2,728,881.00 |
| 4109 | Option I - Technical Data in accordance with SOW paragraphs 3.1 through 3.8 (OTHER) | 1.0 Lot | \$0.00 | \$0.00 | \$0.00 |
| 4200 | Option II - Services in accordance with Paragraphs 3.1 through 3.1.8 RDT&E - Research and Development for the P-8A Poseidon (RDT&E) Option | 1.0 Lot | \$3,825,053.00 | \$231,405.00 | \$4,056,458.00 |
| 4201 | Option II - Services in accordance with SOW paragraphs 3.2 through 3.2.8 APN - Production Support for the P-8A Poseidon (OTHER) Option | 1.0 Lot | \$5,375,968.00 | \$180,125.00 | \$5,556,093.00 |
| 4202 | Option II - Services in accordance with SOW paragraphs 3.3 through 3.3.12 O&MN - P-8A Poseidon Aircraft (O&MN,N) Option | 1.0 Lot | \$122,910.00 | \$3,073.00 | \$125,983.00 |
| 4203 | Option II - Services in accordance with SOW paragraphs 3.4 through | 1.0 Lot | \$832,912.00 | \$58,148.00 | \$891,060.00 |

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|------|---|---------|-----------------|--------------|-----------------|
| | 3.4.13 RDT&E - Research and Development for the P-3 Program (RDT&E) Option | | | | |
| 4204 | Option II - Services in accordance with SOW paragraphs 3.5 through 3.5.10 APN - Production Support for P-3 (OTHER) Option | 1.0 Lot | \$10,740,990.00 | \$596,997.00 | \$11,337,987.00 |
| 4205 | Option II - Services in accordance with SOW paragraphs 3.6 through 3.6.14 O&MN - P-3 Aircraft (O&MN,N) Option | 1.0 Lot | \$701,896.00 | \$51,713.00 | \$753,609.00 |
| 4206 | Option II - Services in accordance with SOW paragraphs 3.7 through 3.7.18 FMS - Foreign Military Sales (FMS Case #aa-a-T BD) Option | 1.0 Lot | \$4,102,227.00 | \$258,390.00 | \$4,360,617.00 |
| 4207 | Option II - Services in accordance with SOW 3.8 Cooperative Development Program (OTHER) Option | 1.0 Lot | \$1,478,794.00 | \$91,632.00 | \$1,570,426.00 |
| 4208 | Option II - Capacity Increase CLIN (10%) For CLINS 4200 through 4207 (OTHER) Option | 1.0 Lot | \$2,652,963.00 | \$212,259.00 | \$2,865,222.00 |
| 4209 | Option II - Technical Data in accordance with SOW paragraphs 3.1 through 3.8 (OTHER) Option | 1.0 Lot | \$0.00 | \$0.00 | \$0.00 |

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| 4300 | Option III - Services in accordance with SOW paragraphs 3.1 through 3.1.8 RDT&E - Research and Development for the P-8A Poseidon (RDT&E) Option | 1.0 Lot | \$1,057,973.00 | \$65,640.00 | \$1,123,613.00 |
| 4301 | Option III - Services in accordance with SOW paragraphs 3.2 through 3.2.8 APN - Production Support for the P-8A Poseidon (OTHER) Option | 1.0 Lot | \$10,043,123.00 | \$461,080.00 | \$10,504,203.00 |
| 4302 | Option III - Services in accordance with SOW paragraphs 3.3 through 3.3.12 O&MN - P-8A Poseidon Aircraft (O&MN,N) Option | 1.0 Lot | \$127,226.00 | \$3,181.00 | \$130,407.00 |
| 4303 | Option III - Services in accordance with SOW paragraphs 3.4 through 3.4.13 RDT&E - Research and Development for the P-3 Program (RDT&E) Option | 1.0 Lot | \$866,617.00 | \$56,745.00 | \$923,362.00 |
| 4304 | Option III - Services in accordance with SOW paragraphs 3.5 through 3.5.10 APN - Production Support for P-3 (OTHER) Option | 1.0 Lot | \$11,112,322.00 | \$633,915.00 | \$11,746,237.00 |
| 4305 | Option III - Services in accordance with SOW paragraphs 3.6 through 3.6.14 O&MN - P-3 | 1.0 Lot | \$727,393.00 | \$53,593.00 | \$780,986.00 |

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Aircraft (O&MN,N)
Option

| | | | | | |
|------|--|---------|----------------|--------------|----------------|
| 4306 | Option III - Services in accordance with SOW paragraphs 3.7 through 3.7.18 FMS - Foreign Military Sales (FMS Case #aa-a-T BD) Option | 1.0 Lot | \$4,446,153.00 | \$303,026.00 | \$4,749,179.00 |
| 4307 | Option III - Services in accordance with SOW paragraph 3.8 Cooperative Development Program (OTHER) Option | 1.0 Lot | \$244,128.00 | \$6,325.00 | \$250,453.00 |
| 4308 | Option III - CAPACITY INCREASE CLIN (10%) for CLINS 4300 THROUGH 4307 (OTHER) Option | 1.0 Lot | \$2,797,079.00 | \$223,766.00 | \$3,020,845.00 |
| 4309 | Option III - Technical Data in accordance with SOW paragraphs 3.1 through 3.8 (OTHER) Option | 1.0 Lot | \$0.00 | \$0.00 | \$0.00 |
| 4400 | Option IV - Services in accordance with SOW paragraphs 3.1 through 3.1.8 RDT&E - Research and Development for the P-8A Poseidon (RDT&E) Option | 1.0 Lot | \$915,917.00 | \$54,553.00 | \$970,470.00 |
| 4401 | Option IV - Services in accordance with SOW paragraphs 3.2 through 3.2.8 APN - Production Support for the P-8A Poseidon (OTHER) Option | 1.0 Lot | \$8,773,289.00 | \$399,925.00 | \$9,173,214.00 |

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| 4402 | Option IV - Services in accordance with SOW paragraphs 3.3 through 3.3.12 O&MN - P-8A Poseidon Aircraft (O&MN,N) Option | 1.0 Lot | \$433,592.00 | \$24,522.00 | \$458,114.00 |
| 4403 | Option IV - Services in accordance with SOW paragraphs 3.4 through 3.4.13 RDT&E Research and Develoment for the P-3 Program (RDT&E) Option | 1.0 Lot | \$895,496.00 | \$61,226.00 | \$956,722.00 |
| 4404 | Option IV - Services in accordance with SOW paragraphs 3.5 through 3.5.10 APN - Production Support for P-3 (OTHER) Option | 1.0 Lot | \$11,506,530.00 | \$652,352.00 | \$12,158,882.00 |
| 4405 | Option IV - Services in accordance with SOW paragraph 3.6 through 3.6.14 O&MN - P-3 Aircraft (O&MN,N) Option | 1.0 Lot | \$451,777.00 | \$31,337.00 | \$483,114.00 |
| 4406 | Option IV - Services in accordance with SOW paragraphs 3.7 through 3.7.18 FMS - Foreign Military Sales (FMS Case #aa-a-T BD) Option | 1.0 Lot | \$4,880,663.00 | \$345,125.00 | \$5,225,788.00 |
| 4407 | Option IV - Services in accordance with SOW paragraph 3.8 Cooperative Development Program (OTHER) Option | 1.0 Lot | \$2,435,757.00 | \$79,629.00 | \$2,515,386.00 |

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| 4408 | OPTION IV - CAPACITY INCREASE CLIN (10%) for CLINS 4400 through 4407 (OTHER) Option | 1.0 Lot | \$2,957,564.00 | \$236,605.00 | \$3,194,169.00 |
| 4409 | Option IV - Technical Data in accordance with SOW paragraphs 3.1 through 3.8 (OTHER) Option | 1.0 Lot | \$0.00 | \$0.00 | \$0.00 |
| 4500 | Services in accordance with SOW Par. 3.1 through 3.1.8 RDT&E (OTHER) Option | 1.0 LH | \$399,594.00 | \$20,979.00 | \$420,573.00 |
| 4501 | Services in accordance with SOW Par. 3.2 through 3.2.8 APN-- Production Support for the P-8A Poseidon (Other) (OTHER) Option | 1.0 LH | \$3,688,974.00 | \$189,413.00 | \$3,878,387.00 |
| 4502 | Services in accordance with SOW Par. 3.3 through 3.3.8 O&MN-P-8A Poseidon Aircraft (O&MN,N) (O&MN,N) Option | 1.0 LH | \$511,263.00 | \$21,765.00 | \$533,028.00 |
| 4503 | Services in accordance with SOW Par. 3.4 through 3.4.8 RDT&E-- R&D for P-3 Program (RDT&E) (RDT&E) Option | 1.0 LH | \$572,868.00 | \$37,506.00 | \$610,374.00 |
| 4504 | Services in accordance with SOW Par. 3.5 through 3.5.8 APN - Production Support for the P-3 Aircraft (Other). (OTHER) Option | 1.0 LH | \$6,867,623.00 | \$369,377.00 | \$7,237,000.00 |
| 4505 | Services in accordance with SOW Par. 3.6 through 3.6.8 | 1.0 LH | \$23,500.00 | \$1,691.00 | \$25,191.00 |

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O&MN- P-3
Aircraft (O&MN,N)
(O&MN,N)
Option

| | | | | | |
|------|---|--------|----------------|--------------|----------------|
| 4506 | Services in accordance with SOW Par. 3.7 through 3.7.8 Foreign Military Sales (FMS Case#SP-P-G-MS) (FMS Case #SP-P-G MS) Option | 1.0 LH | \$3,011,723.00 | \$203,744.00 | \$3,215,467.00 |
| 4507 | Services in accordance with SOW Par. 3.8 COOP Program (Other) (OTHER) Option | 1.0 LH | \$3,187,479.00 | \$124,634.00 | \$3,312,113.00 |
| 4508 | Capacity Increase CLIN (10%) for CLINs 4000-4007 (Other) (OTHER) Option | 1.0 LH | \$1,780,755.00 | \$142,460.00 | \$1,923,215.00 |
| 4509 | Technical Data in accordance with SOW Par. 3.1 through 3.8 (Other) (OTHER) Option | 0.0 | | | |

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|--------|--|-------|-------|--------------|
| ----- | ----- | ----- | ----- | ----- |
| 6000 | ODC's for SOW paragraph 3.1 through 3.1.8 RDT&E - Research and Development for the P-8A Poseidon (RDT&E) | 1.0 | Lot | \$124,834.00 |
| 600001 | FUNDING TO SUPPORT CLIN 6000 (RDT&E) | | | |
| 600002 | FUNDING TO SUPPORT CLIN 6000 (RDT&E) | | | |
| 600003 | FUNDING TO SUPPORT CLIN 6000 (RDT&E) | | | |
| 600004 | FUNDING TO SUPPORT CLIN 6000 (RDT&E) | | | |

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600005 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

600006 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

600007 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

600008 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

600009 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

600010 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

600011 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

600012 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

600013 FUNDING TO
SUPPORT CLIN 6000
(RDT&E)

6001 ODC'S for SOW 1.0 Lot \$137,636.00
paragraphs 3.2
through 3.2.8
APN - Production
Support for the
P-8A Poseidon
(OTHER)

6002 ODC's for SOW 1.0 Lot \$2,759.00
paragraphs 3.3
through 3.3.12
OM&N - P-8A
Poseidon (O&MN,N)

6003 ODC's for SOW 1.0 Lot \$0.00
paragraphs 3.4
through 3.4.13
RDT&E - Research
and Development
for the P-3
Program (RDT&E)

6004 ODC's for SOW 1.0 Lot \$315,162.70
pargraphs 3.5
through 3.5.10
APN - Production
support for P-3
(OTHER)

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600401 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600402 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600403 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600404 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600405 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600406 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600407 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600408 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600409 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600410 FUNDING IN
SUPPORT OF CLIN
6004 (OTHER)

600411 Funding in
support of CLIN
6004 (OTHER)

600412 Funding in
support of CLIN
6004 (OTHER)

600413 Funding in
support of CLIN
6004 (OTHER)

600414 Funding in
support of CLIN
6004 (OTHER)

6005 ODC's for SOW 1.0 Lot \$0.00
Paragraphs 3.6
through 3.6.10
OM&N - P-3
AIRCRAFT (O&MN,N)

6006 ODC's for SOW 1.0 Lot \$140,702.00
paragraph 3.7

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through 3.7.18
FMS - Foreign
Military Sales
(FMS Case #SP-P-G
MS)

600601 FUNDING TO
SUPPORT CLIN 6006
(FMS Case #PT-P-L
DG)

600602 FUNDING TO
SUPPORT CLIN 6006
(FMS Case #NO-P-G
DM)

600603 FUNDING TO
SUPPORT CLIN 6006
(FMS Case #TW-P-S
EG)

600604 FUNDING TO
SUPPORT CLIN 6006
(FMS Case #TW-P-S
EG)

600605 FUNDING TO
SUPPORT CLIN 6006
(FMS Case #TW-P-S
EG)

600606 Funding to
Support CLIN
6006
Travel
(FMS Case #PK-P-S
AV)

600607 Funding to
Support CLIN
6006
ODC's & Travel
(FMS Case #TW-P-S
EG)

6007 ODC's for SOW 1.0 Lot \$0.00
paragraph 3.8
Cooperative
Development
Program (OTHER)

6100 Option I - ODC'S 1.0 Lot \$274,015.00
For SOW
paragraphs 3.1
through 3.1.8
RDT&E - Research
and Development
for the P-8A
Poseidon (RDT&E)

610001 FUNDING (RDT&E)

610002 FUNDING (RDT&E)

610003 FUNDING (RDT&E)

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610004 FUNDING (RDT&E)

610005 FUNDING (RDT&E)

610006 FUNDING (RDT&E)

610007 FUNDING (RDT&E)

610008 FUNDING (RDT&E)

6101 Option I - ODC's 1.0 Lot \$356,693.00
for SOW
paragraphs 3.2
through 3.2.8
APN - Production
Support for the
P-8A Poseidon
(OTHER)

6102 Option I - ODC's 1.0 Lot \$17,599.00
for SOW
paragraphs 3.3
through 3.3.12
O&MN - P-8A
Poseidon Aircraft
(O&MN,N)

6103 Option I - ODC's 1.0 Lot \$34,157.00
for SOW
paragraphs 3.4
through 3.4.13
RDT&E - Research
and Development
for the P-3
Program (RDT&E)

6104 Option I - ODC's 1.0 Lot \$666,822.00
for SOW
paragraphs 3.5
through 3.5.10
APN - Production
Support for P-3
(OTHER)

610401 FUNDING (OTHER)

610402 FUNDING (OTHER)

610403 FUNDING (OTHER)

610404 FUNDING (OTHER)

610405 FUNDING (OTHER)

610406 FUNDING (OTHER)

610407 FUNDING (OTHER)

6105 Option I - ODC's 1.0 Lot \$47,930.00
for SOW
paragraphs 3.6
through 3.6.14
O&MN - P-3
Aircraft (O&MN,N)

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|--------|--|---------|--------------|
| 6106 | Option I - ODC's for SOW 3.7 through 3.7.18 FMS - Foreign Military Sales (FMS Case #aa-a-T BD) | 1.0 Lot | \$417,630.00 |
| 610601 | FUNDING (FMS Case #aa-a-T BD) | | |
| 610602 | FUNDING (FMS Case #aa-a-T BD) | | |
| 610603 | FUNDING (FMS Case #aa-a-T BD) | | |
| 610604 | FUNDING (FMS Case #aa-a-T BD) | | |
| 610605 | FUNDING (FMS Case #AT-P-G MI) | | |
| 610606 | FUNDING (FMS Case #GY-P-G OV) | | |
| 6107 | Option I - ODC's for SOW paragraph 3.8 Cooperative Development Program (OTHER) | 1.0 Lot | \$26,904.00 |
| 610701 | Funding (OTHER) | | |
| 6200 | Option II - ODC's for SOW paragraphs 3.1 through 3.1.8 RDT&E - Research and Development for the P-8A Poseidon (RDT&E) Option | 1.0 Lot | \$81,584.00 |
| 6201 | Option II - ODC's for SOW paragraphs 3.2 through 3.2.8 APN - Production Support for the P-8A Poseidon (OTHER) Option | 1.0 Lot | \$590,906.00 |
| 6202 | Option II - ODC's for SOW paragraphs 3.3 | 1.0 Lot | \$17,642.00 |

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| | | | |
|------|--|---------|--------------|
| | through 3.3.12 O&MN - P-8A Poseidon Aircraft (O&MN,N) Option | | |
| 6203 | Option II - ODC's for SOW paragraph 3.4 through 3.4.13 RDT&E - Research for the P-3 Program (RDT&E) Option | 1.0 Lot | \$34,441.00 |
| 6204 | Option II - ODC's for paragraphs 3.5 through 3.5.10 APN - Production Support for P-3 (OTHER) Option | 1.0 Lot | \$674,857.00 |
| 6205 | Option II - ODC's for SOW paragraphs 3.6 through 3.6.14 O&MN - P-3 Aircraft (O&MN,R) Option | 1.0 Lot | \$48,230.00 |
| 6206 | Option II - ODC's for SOW paragraphs 3.7 through 3.7.18 FMS - Foreign Military Sales (FMS Case #aa-a-T BD) Option | 1.0 Lot | \$433,663.00 |
| 6207 | Option II - ODC's for SOW paragraph 3.8 Cooperative Development Program (OTHER) Option | 1.0 Lot | \$15,371.00 |
| 6300 | Option III - ODC'S for SOW paragraphs 3.1. through 3.1.8 RDT&E - Research and Development for the P-8A Poseidon (RDT&E) Option | 1.0 Lot | \$61,838.00 |
| 6301 | Option III - ODC's for SOW paragraphs 3.2 through 3.2.8 APN - Production | 1.0 Lot | \$632,381.00 |

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Support for the
P-8A Poseidon
(OTHER)
Option

| | | | |
|------|--|---------|--------------|
| 6302 | Option III - ODC's for SOW paragraphs 3.3 through 3.3.12 O&MN - P-8A Poseidon Aircraft (O&MN,N) Option | 1.0 Lot | \$17,684.00 |
| 6303 | Option III - ODC's for SOW paragraphs 3.4 through 3.4.13 RDT&E - Research and Development for P-3 Program (RDT&E) Option | 1.0 Lot | \$34,734.00 |
| 6304 | Option III - ODC's for SOW paragraphs 3.5 through 3.5.10 APN - Production Support for P-3 (OTHER) Option | 1.0 Lot | \$690,059.00 |
| 6305 | Option III - ODC's for SOW paragraphs 3.6 through 3.6.14 O&MN - P-3 Aircraft (O&MN,N) Option | 1.0 Lot | \$48,539.00 |
| 6306 | Option III - ODC's for SOW paragraphs 3.7 through 3.7.18 FMS - Foreign Military Sales (FMS Case #aa-a-T BD) Option | 1.0 Lot | \$463,605.00 |
| 6307 | Option III - ODC'S for SOW paragraph 3.8 Cooperative Development Program (OTHER) Option | 1.0 Lot | \$15,462.00 |
| 6400 | Option IV - ODC's for SOW paragraphs 3.1 through 3.1.8 RDT&E - Research and Development | 1.0 Lot | \$161,867.00 |

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for the P-8A
Poseidon (RDT&E)
Option

| | | | |
|------|---|---------|--------------|
| 6401 | Option IV - ODC's for SOW paragraphs 3.2 through 3.2.8 APN - Production Support for the P-8A Poseidon (OTHER) Option | 1.0 Lot | \$483,051.00 |
| 6402 | Option IV - ODC's for SOW paragraphs 3.3 through 3.3.12 O&MN - P-8A Poseidon Aircraft (O&MN,N) Option | 1.0 Lot | \$64,199.00 |
| 6403 | Option IV - ODC's for SOW paragraphs 3.4 through 3.4.13 RDT&E - Research and Development for the P-3 Program (RDT&E) Option | 1.0 Lot | \$35,037.00 |
| 6404 | Option IV - ODC's for SOW paragraph 3.5 through 3.5.10 APN - Production Support for P-3 (OTHER) Option | 1.0 Lot | \$705,719.00 |
| 6405 | Option IV - ODC's for SOW paragraphs 3.6 through 3.6.14 O&MN - P-3 Aircraft (O&MN,N) Option | 1.0 Lot | \$2,388.00 |
| 6406 | Option IV - ODC's for SOW paragraphs 3.7 through 3.7.18 FMS - Foreign Military Sales (FMS Case #aa-a-T BD) Option | 1.0 Lot | \$480,369.00 |
| 6407 | Option IV - ODC's for SOW paragraph 3.8 Cooperative Development | 1.0 Lot | \$87,149.00 |

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|------|--|--------|--------------|
| | Program (OTHER) Option | | |
| 6500 | ODC's for SOW Par. 3.1 through 3.1.8 RDT&E R&D for P-8A Poseidon (RDT&E) (RDT&E) Option | 1.0 LH | \$158,977.00 |
| 6501 | ODCs for SOW Par. 3.2 through 3.2.8 APN Production Support for the P-8A Poseidon (Other) (OTHER) Option | 1.0 LH | \$185,384.00 |
| 6502 | ODCs for SOW Par. 3.3 through 3.3.8 O&MN P8A Poseidon Aircraft (O&MN,N) (O&MN,N) Option | 1.0 LH | \$3,857.00 |
| 6503 | ODCs for SOW Par. 3.4 through 3.4.8 RDT&E R&D for P-3 Program (RDT&E) (RDT&E) Option | 1.0 LH | \$19,914.00 |
| 6504 | ODCs for SOW Par. 3.5 through 3.5.8 APN - Production Support for the P-3 Aircraft (Other) (OTHER) Option | 1.0 LH | \$376,481.00 |
| 6505 | ODCs for SOW Par.3.6 through 3.6.8 O&MN Production Support for the P-3 Aircraft (O&MN,N) (O&MN,N) Option | 1.0 LH | \$27,943.00 |
| 6506 | ODCs and SOW Par. 3.7 through 3.7.8 Foreign Military Sales (FMS Case#SP-P-GMS) (FMS Case #sp-p-g ms) Option | 1.0 LH | \$196,713.00 |
| 6507 | ODCs for SOW Par. 3.8 COOP Program (Other) (OTHER) Option | 1.0 LH | \$38,880.00 |

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

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to each CLIN percentage percent (____%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C:

C-1

SECTION C – DESCRIPTIONS AND SPECIFICATIONS

1.0 Scope. The Maritime Patrol and Reconnaissance Aircraft (MPRA) Program Office (PMA-290), includes Air Anti-Submarine Warfare (ASW), Anti-Surface Warfare (ASUW), and Command, Control, Communications, Computers & Intelligence (C4I) under the Program Executive Officer, Air Anti-Submarine Warfare (ASW) Assault and Special Mission Programs. PMA290 supports multiple aircraft platforms including the P-8A Poseidon, the P-3, the S-3, an international Cooperative Agreement Program and a large International Programs Department providing support to 16 operational P-3 countries. The P-8A Poseidon is an ACAT 1D program which will replace the aging P-3 aircraft. There are multiple IPTs that are supported by this contract. The Statement of Work (SOW) describes the effort required to provide management and technical support services through all acquisition phases including research, design and development, engineering, test and evaluation, training, aircraft modification, repair, in-service engineering, and life-cycle support. The effort to be provided to these IPTs is outlined below and aligned by CLIN for tracking and billing purposes.

1.1 Mission Statement. The Maritime Patrol and Reconnaissance Aircraft (MPRA) Program will become a world-class, forward leaning team of empowered professionals, who fervently partners with the Fleet and industry to deliver cost-wise readiness and dominant maritime combat power to the MPRA Warfighter.

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) and supplement thereto.

3.0 Requirements. The Statement of Work (SOW) for this contract is laid out in paragraph format in order to facilitate tracking and task identification.

3.1 (RDT&E) Research and Development for the P-8A Poseidon: Contractor support is required to provide program management and technical support for Design and Development efforts associated with a developmental aircraft program including program management, budget and financial management, and international cooperative development programs (ICDPs). These efforts include, but are not limited to; the collection and coordination of data, analysis of technical requirements that will be used in the preparation of documentation, and providing developmental production support in the acquisition of aircraft, Government Furnished Equipment (GFE), aircraft ancillary equipment, Peculiar Ground Support Equipment (PGSE), and training and logistics.

3.1.1 The contractor shall provide the following program management and technical support for P-8A.

3.1.1.1 The contractor shall provide technical analyses of the P-8A Poseidon system design, integration, and production plans to address the potential of proposed aircraft structure and mission system architecture changes and integration to meet Performance Based System Specification Baseline requirements. The contractor shall provide technical reviews and evaluations of system specifications and requirements flow down. Provide recommendations to ensure that deliverables from the aircraft prime contractor are a correlation of best current engineering practices and accurately define aircraft systems and their performance parameters.

3.1.1.2 The contractor shall perform technical investigations of weapon systems to include: prime contractor data, plans, and reports furnished under the Contract Data Requirements List (CDRL) DD Form 1423. Compare results with appropriate contract and Detail Specification requirements, identifying omissions, failure to meet specification, and/or

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need for additional data.

3.1.1.3 The contractor shall report potential or perceived impact on engineering design, overall weapon system performance, compliance with contract requirements, and proposed corrective action.

3.1.1.4 The contractor shall assess the program impact of new developments in mission systems for P-8A Poseidon as they relate to the operating interactions with other equipment, space, weight, and electrical loading effects, cooling, and the optimum time phasing for incorporation of these new developments in spiral planning.

3.1.1.5 The contractor shall validate Government Furnished Equipment (GFE) requirements for system/subsystem program execution in support of P-8A Poseidon and related systems. Provide analyses of configuration, deliveries and deficiencies.

3.1.1.6 The contractor shall provide analysis and recommendations in the field of fatigue life management of airframe structures in support of P-8A Poseidon and related systems.

3.1.1.7 The contractor shall provide summary data for prime contractor data submissions of the P-8A.

3.1.2 The contractor shall monitor and evaluate prime contractors' technical progress.

3.1.2.1 The contractor shall compare actual versus planned, and recommend alternative or work-around procedures for the P-8A Poseidon development aircraft and integration of sensors and weapons capability.

3.1.2.2 The contractor shall analyze technical progress reports submitted by aircraft prime contractor(s) and provide recommendations for improving the effective execution of programs.

3.1.2.3 The contractor shall verify the technical progress of work being conducted and provide recommendations on the implementation of the Systems Engineering Management Plan. The contractor shall monitor progress, comparing actual versus planned, recommend alternatives or work-around procedures. Verify technical progress reports.

3.1.2.4 The contractor shall participate in design reviews, technical interchange meetings, program management reviews, and other meetings related to the tasks above.

3.1.3 The contractor shall participate in and assist in the coordination of specification requirements, design reviews, technical interchange meetings, and other meetings related to the P-8A Poseidon design and development.

3.1.3.1 The contractor shall perform technical investigation, assess, and identify areas of technical risk with proposed avionics architectures, systems, or integration schemes and provide recommendations for risk reduction.

3.1.3.2 The contractor shall provide technical support in determining the hardware and software configuration requirements in the preparation of P-8A Poseidon documentation.

3.1.4 The contractor shall provide program analysis support to the Poseidon Program IPTs.

3.1.4.1 The contractor shall provide assistance in identifying technical requirements and preparing resource plans related to the P-8A Poseidon development program.

3.1.4.2 The contractor shall coordinate the collection of technical data and assist P-8A Poseidon competency leaders and IPT members in the preparation and modification of plans to support Poseidon program execution.

3.1.4.3 The contractor shall assist the P-8A Poseidon IPT leaders in coordinating with lateral program offices and contractor agencies on the P-8A Poseidon development program scheduling and planning.

3.1.5 The contractor shall provide program acquisition management support to include program documentation analyses and program briefing development. The contractor shall provide financial analysis on the P-8A Poseidon program to support the design, development and low rate initial production and provide recommendations on various

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strategies to support the development and testing, their potential return on investment, and associated risk to the program.

3.1.6 The contractor shall provide support services including analytical and technical services related to programmatic and funding analyses.

3.1.6.1 The contractor shall review, and/or evaluate program documentation and make recommendations regarding technical accuracy and adequacy, ability to meet program requirements and objectives, and associated risks.

3.1.6.2 The contractor shall evaluate life cycle cost data associated with Engineering Change Proposals (ECPs) P-8A Poseidon and related systems and verify the ability to meet program objectives within identified funding constraints.

3.1.6.3 The contractor shall validate financial data to ensure that funding will be adequate to cover operational and technical requirements.

3.1.6.4 The contractor shall perform analysis of P-8A Poseidon data and/or hardware required to achieve approved Acquisition Plan schedules.

3.1.6.5 The contractor shall assist with investigation of proprietary data claims by vendors and/or foreign disclosure issues that could restrict the Navy's capability to competitively procure system/subsystem changes.

3.1.6.6 The contractor shall prepare reports for current and planned event status of key program elements including appropriate executive summaries that highlight current and potential problems.

3.1.7 The contractor shall provide support services to include scheduling, and corresponding with internal and external NAVAIR organizations in support of the P-8A Poseidon.

3.1.8 The contractor shall provide technical input in the preparation, review, and modification of the Integrated Master Schedule for the P-8A Poseidon System Design and Development effort. Research existing, proposed, and current schedules, and provide recommendations to ensure project information integrates into the existing data system. Assist IPT members with the investigation and evaluation of MMA processes and procedures, and support P-8A Poseidon contract deliveries. The contractor shall assist IPT members, conduct research and provide technical input on program status and documentation requirements. Develop computer graphics for incorporation into P-8A Poseidon program presentations. These graphics will be developed to simulate areas of operations and demonstrate the capabilities of the proposed aircraft design and the projected ability to meet Key Performance Parameters, Technical Performance Measures and assigned missions. Update presentations as systems integration is finalized. Maintain program tracking and report databases for P-8A.

3.2 (APN) Production Support for the P-8A Poseidon: Contractor support is required to provide technical, program and production management, budget and financial management of the P-8A in support of the aircraft production program. These efforts include but are not limited to the collection and coordination of data, analysis of technical requirements that will be used in the preparation of documentation, and to provide support in the acquisition of airframe and avionics changes, propulsion, GFE, mission equipment, aircraft support equipment, training and logistics. The contractor will provide a written nondisclosure agreement with each employee performing work under this contract to protect PPBE information.

3.2.1 The contractor shall assist with program and acquisition analyses, planning and execution for the P-8A Poseidon Program. Analyze financial data in support of P-8A and related systems to ensure that funding will be adequate to cover operational and technical requirements. Assist in generation of program documentation, briefs, point papers, etc.

3.2.2 The contractor shall assist with technical analyses, planning and execution for the P-8A. Assist the government in review of technical specifications and documentation in support of P-8A production program. Provide recommendations to ensure deliverables from the aircraft prime contractor represent the best engineering practices and accurately define aircraft systems. Assist in recommending aircraft corrective actions, e.g., Specification Change

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Notices or Engineering Change Proposals. Analyze and monitor GFE and CM requirements. Provide analyses of configuration, deliveries, and deficiencies. Analyze and assist with integration of training system requirements into production program plans and documentation.

3.2.3 The contractor shall analyze and monitor weapon system documentation and compare results with appropriate contract and Detail Specification requirements. Assist in reporting impact on engineering design.

3.2.4 The contractor shall assist the government engineering/technical P-8A team in monitoring contractor technical progress, comparing actual versus planned and recommending alternative or work-around procedures. Assist the government program/acquisition/engineering/technical P-8A team in the assessment of technical progress reports submitted by aircraft prime contractor(s). Provide recommendations for improving the effective execution of the P-8A production programs.

3.2.5 The contractor shall perform financial analyses on program and engineering requirements to support aircraft production efforts and provide recommendations on various acquisition strategies to support the implementation of these systems/capabilities, their potential return on investment, and associated risk to the program. Provide financial services to include supporting budget planning, financial analysis, and cost-trade-off assessments.

3.2.5.1 The contractor shall assist in collecting and researching cost and financial records, supporting budget estimation and execution; and creating budget documents for government release. Perform an analysis of Total Cost of Ownership (TOC) and Life Cycle Cost (LCC). Analyze obligations and expenditures, and assist in review of the prime contractors spend rate, costs, and schedule compliance.

3.2.6 The contractor shall provide acquisition support services to include corresponding with internal and external NAVAIR organizations in support of the P-8A Poseidon programs. Monitor and analyze progress, compare actual versus planned, recommend alternative or work-around procedures; and assess program/technical progress reports. Participate in technical interchange meetings, engineering/technical reviews, and other meetings related to the tasks above.

3.2.7 The contractor shall provide technical input in the preparation, review and modification of the P-8A Poseidon Integrated Master Schedule. Research and review existing, proposed, and current schedules, and provide recommendations to ensure project information integrates into the existing data system. Assist IPT members with the investigation and evaluation of P-8A Poseidon processes, procedures and to support product and aircraft deliveries. Assist IPT members, conduct research and provide technical input on program status and documentation requirements. Develop computer graphics for incorporation into P-8A Poseidon program presentations. These graphics will be developed to simulate areas of operations and demonstrate the capabilities of the aircraft while performing its mission. Update presentations as systems integration is finalized.

3.2.8 The contractor shall comply with NAVAIR's Information Assurance (IA) Program which is a unified approach to protect unclassified, sensitive or classified information. The IA program 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 Management Act of 2002.

3.3 (O&MN) P-8A Poseidon Aircraft: Contractor support is required to provide technical, program management, acquisition support, budget and financial management support. Support includes, but is not limited to, the collection and coordination of data, analyses of technical requirements that will be used in the preparation of documentation to address safety and maintainability issues, and providing technical and configuration management support.

3.3.1 The contractor shall provide program management, acquisition and technical support for the P-8A Poseidon aircraft program. Assist with the technical analyses of the P-8A Poseidon contract, the technical progress of work being conducted at field activities, and program management support to IPT's.

3.3.2 The contractor shall assist the government in technical review of system specifications. Provide

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recommendations to ensure deliverables from the aircraft prime contractors are a correlation of best current engineering practices and accurately defined aircraft systems. Assist in recommending aircraft corrective actions, e.g., Specification Change Notices, or Engineering Change Proposals. Provide technical support in the development and review of all system change proposals associated with configuration management and control efforts.

3.3.3 The contractor shall participate in technical interchange meetings, engineering/technical reviews, and other meetings related to the tasks above. Assist the government in formulating the documentation of weapon system plans and reports. The contractor shall assist in reporting impact on engineering design deficiencies. Compare results with appropriate contract and detail specification requirements.

3.3.4 The contractor shall provide escort services for foreign and/or domestic visitors whose contractual or program related efforts require access to sensitive areas. Contractor employees assigned to provide escort services shall complete local OPSEC and counterintelligence training provided by NAWCAD security.

3.3.5 The contractor shall provide program management support and technical support including training and assistance for standard office systems to include, timely processing and real-time management of critical information required to fulfill the P-8A Poseidon mission. Augmentation of these services is vital to ensuring MPRA systems are properly designed, developed, procured, delivered, and maintained in the most cost effective and efficient manner.

3.3.6 Provide administrative services including using automated office equipment to produce a variety of documents; locating and assembling information for various reports, briefings and conferences. Administrative services will also include: making travel arrangements; processing of travel orders; typing documents/naval messages from handwritten drafts; proofreading; maintaining records and files; preparation of documentation; reproduction, data entry; answering telephones; and preparation of graphic presentation material. Prepares all documents and correspondence in accordance with the Navy Correspondence Manual, Naval directives and systems.

3.3.7 The contractor shall process visit requests and validate clearance information to ensure that requests are submitted to appropriate security personnel and visiting site for approval. The contractor shall prepare travel orders for domestic and foreign national travel and travelers; process foreign country clearance requests in accordance with the Electronic Foreign Clearance Guide utilizing the 1833/ISOPREP Info PRMS (Personnel Recovery Mission Software) on the SIPRNet system.

3.3.8 The contractor shall perform services necessary to perform programmatic support in the planning, monitoring, assessing, coordinating, analyzing, and integration of programmatic activities including the development and review of briefings, point papers, technical documentation and command initiatives.

3.3.9 The contractor shall prepare, or direct the preparation of informational products for use in public information activities. Establish and maintain contacts with national, regional, and local media representatives in addition to develop strategies for effectively responding to public controversial issues to avoid erroneous and sensational reporting. The contractor shall monitor contents of print and broadcast news media to keep leadership aware of current media interests that could impact on the timing and direction of Command decisions.

3.3.10 The contractor shall maintain the ability to interface with and transfer data to and from PMA-290 software applications and their upgraded versions.

3.3.11 Provide analysis, design, and implementation support for PMA290 management, engineering, and sustainment processes. Includes tasks necessary to support program information assurance and coordination with NMCI personnel.

3.3.12 The contractor shall be capable of maintaining real-time communications, both voice and data with PMA-290; assembling, organizing and editing technical material for presentations; and providing technical recommendations for program documentation in accordance with DoD 5000.2 and DoD 5000.2R.

3.4 (RDT&E) Research and Development for the P-3 Program: This program provides upgrades to P-3 aircraft systems and interfaces to enhance surface and subsurface tracking and classification, enhance aircraft connectivity and manage inventory fatigue life. Contractor support is required to provide technical, program management, budget

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and financial management support. Support includes: the collection and coordination of data, analyses of technical requirements that will be used in the preparation of documentation to address safety and maintainability issues, and providing technical and configuration management support.

3.4.1 The contractor shall provide the following program management, acquisition and technical support for P-3 programs.

3.4.1.1 The contractor shall assist with program and acquisition analyses, planning and execution for P-3 Programs. Analyze financial data in support of P-3 and related systems to ensure that funding will be adequate to cover operational and technical requirements.

3.4.1.2 The contractor shall assist in generation of acquisition documents and any associated documentation, briefs, point papers, informal documentation, draft CDRLs, SOW's.

3.4.2 The contractor shall assist with technical analyses, planning and execution for the P-3.

3.4.2.1 The contractor shall evaluate potential risks of proposed airframe, propulsion and avionics systems and verify ability to meet integration requirements for the P-3 Programs.

3.4.2.2 The contractor shall assist the government in review of technical specifications and documentation in support of P-3 modernizations.

3.4.2.3 The contractor shall provide recommendations to ensure deliverables from the aircraft prime contractor represent the best engineering practices and accurately define aircraft systems.

3.4.2.4 The contractor shall assist in recommending aircraft corrective actions, e.g., Specification Change Notices or Engineering Change Proposals.

3.4.2.5 The contractor shall analyze and monitor Government Furnished Equipment (GFE). Provide analyses of configuration, deliveries, and deficiencies.

3.4.2.6 The contractor shall evaluate and assess the integration impacts as they relate to the operating interactions with other equipment, space, weight, and electrical loading effects, and the optimum time phasing for incorporation into the aircrafts.

3.4.2.7 The contractor shall integrate government approved training system requirements into program plans and documentation.

3.4.3 The contractor shall assist the government in formulating the documentation of weapon system plans and reports and comparing results with appropriate contract and Detail Specification requirements. Assist in reporting impact on engineering design.

3.4.4 The contractor shall assist the government engineering/technical P-3 team in monitoring contractor technical progress, comparing actual versus planned and recommending alternative or work-around procedures.

3.4.4.1 Assist in the assessment of P-3 team technical progress reports submitted by aircraft prime contractor(s).

3.4.4.2 Provide recommendations for improving the effective execution of the P-3 Modernization Programs.

3.4.5 The contractor shall monitor the technical progress of work being conducted at field activities.

3.4.5.1 The contractor shall monitor and assess progress, compare actual versus planned, recommend alternative or work-around procedures; and assess program/technical progress reports.

3.4.5.2 The contractor shall participate in technical interchange meetings, engineering/technical reviews, and other

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meetings related to the tasks above.

3.4.6 The contractor shall perform financial analyses on program and engineering requirements to support aircraft modification efforts and provide recommendations on various acquisition strategies to support the implementation of these systems/capabilities, their potential return on investment, and associated risk to the program.

3.4.7 The contractor shall provide financial services to include supporting budget planning, financial analysis, and cost-trade-off assessments.

3.4.8 The contractor shall assist in collecting and researching cost and financial records, supporting budget estimation and execution and creating budget documents for government release.

3.4.8.1 The contractor shall perform an analysis of Total Cost of Ownership (TOC) and Life Cycle Cost (LCC).

3.4.8.2 The contractor shall analyze obligations and expenditures, and assist in review of the aircraft prime contractors spend rate, costs, and schedule compliance.

3.4.9 The contractor shall provide acquisition support services to include corresponding with internal and external NAVAIR organizations in support of the P-3 modernization.

3.4.10 The contractor shall provide technical input in the preparation, review, modification, formatting, and conversion of various forms of scheduling data into digital information compatible with the P-3 Integrated Master Schedule. Research and review existing, proposed, and current schedules, and provide recommendations to ensure project information integrates into the existing data system. Assist IPT members with the investigation and evaluation of P-3 processes, procedures and to support product and aircraft deliveries. Assist IPT members, conduct research and provide technical input on program status and documentation requirements.

3.4.11 The contractor shall perform financial analyses on program and engineering requirements to support sensor integration efforts and provide recommendations on various acquisition strategies to support the integration of sensors, their potential return on investment, and associated risk to the program.

3.4.12 The contractor shall evaluate and assess the integration impacts for P-3 modification program as they relate to the operating interactions with other equipment, space, weight, and electrical loading effects, and the optimum time phasing for incorporation into the aircrafts.

3.4.13 The contractor shall evaluate potential risks of proposed airframe, propulsion and avionics systems and verify ability to meet developmental requirements for the P-3 Modernization Program.

3.5 (APN) Production Support for P-3: P-3 aircraft are currently deployed in the Fleet (including, P-3A/B/C, NP-3, EP-3, SPA). Modifications to the aircraft support a multitude of obsolescence, structural, sustainment, training logistics and warfighting capability upgrades that are key in keeping the P-3 platform relevant through Multi-mission Maritime Aircraft (MMA) Initial Operational Capability (IOC) and until the MMA Full Operational Capability (FOC). Contractor support is required to provide technical, program management, budget and financial management, production, acquisition management, and ESOH support of the P-3 in support of aircraft upgrade, obsolescence and sustainment programs. This support includes the collection and coordination of data, analysis of technical requirements that will be used in the preparation of documentation, and providing support in the acquisition of airframe and avionics changes, propulsion, GFE, mission equipment, aircraft support equipment and training. The contractor will have a written nondisclosure agreement with each employee performing work under this contract to protect PPBE information.

3.5.1 The contractor shall provide the following program management, acquisition and technical support for P-3 Programs to include assisting with program and acquisition analyses, planning and execution for P-3 Programs.

3.5.1.1 The contractor shall analyze financial data in support of P-3 and related systems to ensure that funding will be adequate to cover operational and technical requirements.

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3.5.2 The contractor shall assist with technical analyses, planning and execution for the P-3.

3.5.2.1 The contractor shall assist the government in review of technical specifications and documentation in support of legacy P-3 modifications.

3.5.2.2 The contractor shall provide recommendations to ensure deliverables from aircraft prime contractor represent the best engineering practices and accurately define aircraft systems.

3.5.2.3 The contractor shall assist in recommending aircraft corrective actions, e.g., Specification Change Notices or Engineering Change Proposals.

3.5.2.4 The contractor shall analyze and monitor Government Furnished Equipment (GFE). Provide analyses of configuration, deliveries, and deficiencies.

3.5.2.5 The contractor shall integrate government approved training system requirements into production program plans and documentation.

3.5.2.6 The contractor shall comply with NAVAIR's Information Assurance (IA) Program which is a unified approach to protect unclassified, sensitive or classified information. The IA program 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 Management Act of 2002.

3.5.3 The contractor shall analyze and monitor weapon system documentation and compare results with appropriate contract and Detail Specification requirements. Assist in reporting impact on engineering design.

3.5.4 The contractor shall assist the government engineering/technical P-3 team in monitoring contractor technical progress, comparing actual versus planned and recommending alternative or work-around procedures.

3.5.4.1 The contractor shall assist the government program, acquisition, engineering, technical P-3 team in assessing technical progress reports submitted by the aircraft prime contractor(s).

3.5.4.2 The contractor shall provide recommendations for improving the effective execution of the P-3 upgrade, obsolescence, and sustainment programs.

3.5.5 The contractor shall perform financial analyses on program and engineering requirements to support aircraft modification efforts and provide recommendations on various acquisition strategies to support the implementation of these systems/capabilities, their potential return on investment, and associated risk to the program.

3.5.6 The contractor shall provide financial services to include supporting budget planning, financial analysis, and cost-trade-off assessments.

3.5.7 The contractor shall assist in collecting and researching cost and financial records; supporting budget estimation and execution and creating budget documents for government release.

3.5.7.1 The contractor shall perform an analysis of Total Cost of Ownership (TOC) and Life Cycle Cost (LCC).

3.5.7.2 The contractor shall analyze obligations and expenditures, and assist in review of the prime contractors spend rate, costs, and schedule compliance.

3.5.8 The contractor shall provide support services to include corresponding with internal and external NAVAIR organizations in support of the P-3 programs.

3.5.8.1 Monitor and assess progress, compare actual versus planned, recommend alternative or work-around procedures; and assess program/technical progress reports.

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3.5.8.2 Participate in technical interchange meetings, engineering/technical reviews, and other meetings related to the tasks above.

3.5.9 The contractor shall provide technical input in the preparation, review, and modification of the P-3 Integrated Master Schedule. Research and review existing, proposed, and current schedules, and provide recommendations to ensure project information integrates into the existing data system. Assist IPT members with the investigation and evaluation of P-3 processes, procedures and to support product and aircraft deliveries. Assist IPT members, conduct research and provide technical input on program status and documentation requirements.

3.5.10 Develop computer graphics for incorporation into P-3 program presentations. These graphics will be developed to simulate areas of operations and demonstrate the capabilities of the aircraft while performing its mission. Update presentations as systems integration is finalized. Maintain program tracking and report databases for P-3.

3.6 (O&MN) P-3 Aircraft: Contractor support is required to provide technical, program management, budget and financial management support. Support includes, but not limited to: the collection and coordination of data, analyses of technical requirements that will be used in the preparation of documentation to address safety and maintainability issues, and to provide technical and configuration management support.

3.6.1 The contractor shall provide the following program management, acquisition and technical support for P-3 programs. The contractor shall assist with program and acquisition analyses, planning and execution for P-3 Programs. Analyze financial data in support of P-3 and related systems to ensure that funding will be adequate to cover operational and technical requirements.

3.6.2 The contractor shall provide services to support budget planning, execution and tracking; financial analysis, reconciliation and cost-trade-off assessments.

3.6.3 The contractor shall assist with technical analyses, planning and execution for the P-3.

3.6.3.1 The contractor shall evaluate potential risks of proposed airframe, propulsion and avionics systems and verify ability to meet integration requirements for the P-3 Programs.

3.6.3.2 The contractor shall assist the government in review of technical specifications and documentation in support of P-3 modernizations.

3.6.3.3 The contractor shall provide recommendations to ensure deliverables from aircraft prime contractor represent the best engineering practices and accurately define aircraft systems.

3.6.3.4 The contractor shall assist in recommending aircraft corrective actions, e.g., Specification Change Notices or Engineering Change Proposals.

3.6.3.5 The contractor shall analyze and monitor Government Furnished Equipment (GFE). Provide analyses of configuration, deliveries, and deficiencies.

3.6.3.6 The contractor shall evaluate and assess the integration impacts for P-3 modification program as they relate to the operating interactions with other equipment, space, weight, and electrical loading effects, and the optimum time phasing for incorporation into the aircrafts.

3.6.3.7 The contractor shall integrate government approved training system requirements into program plans and documentation.

3.6.4 The contractor shall assist and monitor weapon system documentation and compare results with appropriate contract and Detail Specification requirements. Assist in reporting impact on engineering design.

3.6.5 The contractor shall assist the government engineering/technical P-3 team in monitoring contractor

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technical progress, comparing actual versus planned and recommending alternative or work-around procedures.

3.6.5.1 Assist in the assessment of P-3 team technical progress reports submitted by the aircraft prime contractor (s).

3.6.5.2 Provide recommendations for improving the effective execution of the P-3 Modernization Programs.

3.6.5.3 The contractor shall monitor the technical progress of work being conducted at field activities.

3.6.5.4 The contractor shall monitor and evaluate progress, compare actual versus planned, recommend alternative or work-around procedures; and assess program/technical progress reports.

3.6.5.5 The contractor shall participate in technical interchange meetings, engineering/technical reviews, and other meetings related to the tasks above.

3.6.6 The contractor shall perform financial analyses on program and engineering requirements to support aircraft modification efforts and provide recommendations on various acquisition strategies to support the implementation of these systems/capabilities, their potential return on investment, and associated risk to the program.

3.6.6.1 The contractor shall provide financial services to include supporting budget planning, financial analysis, and cost-trade-off assessments.

3.6.6.2 The contractor shall assist in collecting and researching cost and financial records; supporting budget execution and estimation and creating budget documents for government release.

3.6.6.3 The contractor shall perform an analysis of Total Cost of Ownership (TOC) and Life Cycle Cost (LCC).

3.6.6.4 The contractor shall analyze obligations and expenditures, and assist in review of the aircraft prime contractors spend rate, costs, and schedule compliance.

3.6.7 The contractor shall provide acquisition support services to include corresponding with internal and external NAVAIR organizations and other duties in support of P-3 programs.

3.6.8 Provide administrative services including using automated office equipment to produce a variety of documents; locating and assembling information for various reports, briefings and conferences. Administrative services will also include: making travel arrangements; processing of travel orders; typing documents/naval messages from handwritten drafts; proofreading; maintaining records and files; preparation of documentation; reproduction, data entry; answering telephones; and preparation of graphic presentation material. Prepares all documents and correspondence in accordance with the Navy Correspondence Manual, Naval directives and systems.

3.6.9 The contractor shall process visit requests and validate clearance information to ensure that requests are submitted to appropriate security personnel and visiting site for approval. The contractor shall prepare travel orders for domestic and foreign national travel and travelers; process foreign country clearance requests in accordance with the Electronic Foreign Clearance Guide utilizing the 1833/ISOPREP Info PRMS (Personnel Recovery Mission Software) on the SIPRNet system.

3.6.10 The contractor shall perform services necessary to perform programmatic support in the planning, monitoring, assessing, coordinating, analyzing, and integration of programmatic activities including the development and review of briefings, point papers, technical documentation and command initiatives.

3.6.11 The contractor shall prepare, or direct the preparation of informational products for use in public information activities. Establish and maintain contacts with national, regional, and local media representatives in addition to develop strategies for effectively responding to public controversial issues to avoid erroneous and sensational reporting. The contractor shall monitor contents of print and broadcast news media to keep leadership aware of current media interests that could impact on the timing and direction of Command decisions.

3.6.12 The contractor shall maintain the ability to interface with and transfer data to and from PMA-290 software

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applications and their upgraded versions.

3.6.13 Provide analysis, design, and implementation support for PMA290 management, engineering, and sustainment processes. Includes tasks necessary to support program information assurance and coordination with NMCI personnel.

3.6.14 The contractor shall be capable of maintaining real-time communications, both voice and data with PMA-290; assembling, organizing and editing technical material for presentations; and providing technical recommendations for program documentation in accordance with DoD 5000.2 and DoD 5000.2R.

3.7 (FMS) Foreign Military Sales Programs: Contractor is required to provide pre-case planning, technical, foreign disclosure, technology transfer policies, training, case management, international cooperative development programs (ICDPs), financial and case closure support to include but not limited to: the collection and coordination of data; analysis of technical requirements, documentation preparation, budget support and program execution for P-8A, P-3 and S-3 programs.

3.7.1 The contractor shall perform management support including, but not limited to: analysis, tracking and responding to requests from foreign governments; review of information to ascertain releasability; site surveys (Limited Remote and Hostile Locations); preparation and execution of Program Management Reviews (PMRs) and Case Reconciliation Reviews (CRRs); monitoring of cases from pre-case actions through case closures or termination; and preparation of documentation for all phases of the FMS and ICDP processes.

3.7.2 The contractor shall perform financial management support including, but not limited to: development of pre-case pricing data; preparation and execution of financial documents in the various case management and financial systems; providing financial analysis of FMS, potential FMS and ICDP programs, and tracking funds commitments, obligations and expenditures; assisting in the development and presentation of financial briefing materials; developing and maintaining a financial status report, and reconciling FMS cases for closure.

3.7.3 The contractor shall perform engineering support to the FMS program including, but not limited to monitoring technical progress of the aircraft prime contractor, comparing actual versus planned and recommending alternative procedures.

3.7.4 The contractor shall assist the government engineering/technical P-3/FMS/ICDP team in assessing technical progress reports submitted by aircraft prime contractor(s) and provide recommendations for improving the effective execution of the P-3 FMS upgrade and sustainment programs.

3.7.5 The contractor shall monitor and evaluate progress and recommend alternatives or work-around procedures.

3.7.6 The contractor shall participate in technical interchange meetings, engineering/technical review, and other meetings as related to the tasks above. Assist with briefings and support briefing materials, compile and track action items and prepare meeting minutes as required.

3.7.7 The contractor shall consolidate analysis, compilation, processing, presentation to management, and achieving all within a timely manner. Successful execution of all functions related to the acquisition and life cycle management is only accomplished through effective integration and reliance on program management support services.

3.7.8 The contractor shall provide technical support including, but not limited to, site survey planning and pre-case conferences; technology support to investigate aircraft configuration control, systems integration, training, aircraft and system supportability, documentation, and schedule issues; and assessments of component obsolescence issues and Engineering Change proposals (ECPs). Assist the government in analyzing co-production arrangements, cooperative program approaches, offset arrangements, and Memorandum of Understanding (MOU)/Memorandum of Agreement (MOA).

3.7.9 The contractor shall develop estimates for Price and Availability (P&A) and Letters of Offer and Acceptance (LOA); provide recommendations for the development of P&A data; and provide estimate information on

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individual case elements.

3.7.10 The contractor shall travel to potential foreign customer countries to provide technical support and assistance for site survey, meeting, and reviews. Limited hostile or remote location travel may be required.

3.7.11 The contractor shall provide escort services for foreign and/or domestic visitors whose contractual or program related efforts require access to sensitive areas. Contractor employees assigned to provide escort services shall complete local Operation and Security Program (OPSEC) and counterintelligence training provided by NAWCAD security.

3.7.12 Provide administrative services including using automated office equipment to produce a variety of documents; locating and assembling information for various reports, briefings and conferences. Administrative services will also include: making travel arrangements; processing of travel orders; typing documents/naval messages from handwritten drafts; proofreading; maintaining records and files; preparation of documentation; reproduction, data entry; answering telephones; and preparation of graphic presentation material. Prepares all documents and correspondence in accordance with the Navy Correspondence Manual, Naval directives and systems.

3.7.13 The contractor shall process visit requests and validate clearance information to ensure that requests are submitted to appropriate security personnel and visiting site for approval. The contractor shall prepare travel orders for domestic and foreign national travel and travelers; process foreign country clearance requests in accordance with the Electronic Foreign Clearance Guide utilizing the 1833/ISOPREP Info PRMS (Personnel Recovery Mission Software) on the SIPRNet system.

3.7.14 The contractor shall perform services necessary to perform programmatic support in the planning, monitoring, assessing, coordinating, analyzing, and integration of programmatic activities including the development and review of briefings, point papers, technical documentation and command initiatives.

3.7.15 The contractor shall prepare, or direct the preparation of informational products for use in public information activities. Establish and maintain contacts with national, regional, and local media representatives in addition to develop strategies for effectively responding to public controversial issues to avoid erroneous and sensational reporting. The contractor shall monitor contents of print and broadcast news media to keep leadership aware of current media interests that could impact on the timing and direction of Command decisions.

3.7.16 The contractor shall maintain the ability to interface with and transfer data to and from PMA-290 software applications and their upgraded versions.

3.7.17 Provide analysis, design, and implementation support for PMA290 management, engineering, and sustainment processes. Includes tasks necessary to support program information assurance and coordination with NMCI personnel.

3.7.18 The contractor shall be capable of maintaining real-time communications, both voice and data with PMA-290; assembling, organizing and editing technical material for presentations; and providing technical recommendations for program documentation in accordance with DoD 5000.2 and DoD 5000.2R.

3.8 International Cooperative Development Programs (ICDPs): Contractor support is required to provide technical and program management support. Support includes, but not limited to: analysis, tracking and responding to requests from foreign governments, the development and staffing of Summary Statement of Intent (SSOI), coordinating and planning technical interchange meetings and new business efforts. The contractor shall coordinate and plan Memorandum of Understanding negotiation sessions and support international briefings. The contractor shall travel to potential foreign customer countries to provide technical support and assistance for meetings and reviews.

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).

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5.0 Data Deliverables: The contractor shall provide data deliverables for the P-8A, P-3 and FMS programs as specified on the approved DD Form 1423 Contract Data Requirements list (CDRL). The contractor shall provide a monthly Contractor's Progress, Status and Management Report (CDRL A001); a monthly Funds and Man-Hour Expenditure Report (CDRL A002); Program Protection Implementation Plan (CDRL A003); Technical Report – Study/Services Report (A004), a Technical Report – Study/Services Management Plan (CDRL A005), the System Authorization Access Request Navy, (SAAR-N) form (OPNAV 5239/14) (CDRL A006) and the System Authorization Access Request Navy, (SAAR-N) Cover sheet (CDRL A007).

6.0 Special Considerations:

6.1 Security: Security clearance eligibility and requirements for contractor personnel, up to and including Top Secret, are required. Only United States citizens may perform under this SOW. Any person having had a security clearance revoked for any reason shall be ineligible to perform under this contract.

6.2 Program Protection Implementation Plan (PIIP): The contractor shall develop, and after Government approval, implement technology protection at the contractor-, sub-contractor-, and vendor-controlled locations. The establishment of technology protection at each of these facilities implements the Government's approved Program Protection Plan (PPP) for the P-3, S-3 and MMA/P-8A Programs. The Government's PPP (less data from the costs section) and all appendices shall be provided via encrypted or secure medium by the requiring program office, via cognizant contracting officials, to the contractor as Government-Furnished Information (GFI). The contractor shall develop a PIIP for the P-3, S-3 and MMA/P-8A Programs following this SOW, the Government-provided PPP, the Contract Data Requirements List (CDRL DD form 1423-1 (Feb 01)) (CDRL A003) for this deliverable and Data Item Description. The PIIP must address integration of all security disciplines, technology protection, System Security Engineering (SSE) (Anti-Tamper and Information Assurance), counterintelligence and Operations Security (OPSEC), and provide for no cost user agency (NAVAIR program office and/or NAVAIR Security Officer) inspections and program protection surveys of the contractor's technology protection efforts. The PIIP must explain how their technology protection efforts ensure coordination of systems, data and products during the acquisition process with SSE efforts to build life-cycle security features into acquisition systems and products covered by this contract. PIIP content must adhere to the provisions of the Government PPP and be in conformance with federal statutes and regulations, Presidential directives and decisions and other federal or military directives with the force of law that pertain to security, technology protection, SSE, counterintelligence and OPSEC. (The contractor may want to review DoD Instruction 5200.39 (describes CPI), DoD Regulation 5000.2-R, "DoD Manual 5200.1-M, Defense Acquisition Guidebook" (section 8), and MIL-HDBK-1785 (software security plan) for information and guidance.) Program Protection Implementation Plan (PIIP) format/structure. The Contractor shall develop and implement a PIIP to ensure effective and efficient protection of essential program information, technologies and systems, which will include (at a minimum) the following;

- (a) The Contractor shall describe the Security Management structure.
- (b) The Contractor shall identify CPI physical locations under the Contractor's or subcontractors' control.
- (c) The Contractor shall assess the vulnerability of the CPI to intelligence collection in the following areas: Human Intelligence (HUMINT); Open Source Intelligence (OSINT); Signals Intelligence (SIGINT); Imagery Intelligence (IMINT); Computer Network Operations (CNO).
- (d) The Contractor shall identify and implement countermeasures at each site where CPI is held, from the following security domains (as applicable): physical security; personnel security; telecom and network security; application/systems development; cryptography; security architectures; operational security; network and IT access control. The Contractor shall address any special handling procedures required for CPI, and procedures for recovering CPI in the event of a mishap. The Contractor shall address these procedures for all phases of the program.
- (e) The Contractor shall address procedures for ensuring compliance with U.S. Government export statutes and regulations.

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- (f) The Contractor shall address procedures for public release of program information.
- (g) The Contractor shall document the above in a Program Protection Implementation Plan, CDRL A003.

6.3 System Authorization Access Request Navy (SAAR-N): The contractor shall complete a System Authorization Access Request Navy, (SAAR-N) new user agreement form (OPNAV 5239/14) (CDRL A006) for persons requiring access to Navy IT systems. The contractors shall submit the signed and completed SAAR-N Forms to their Facility Security Officer (FSO) for security verification. The FSO will complete the System Authorization Access Request Navy, (SAAR-N) Cover sheet (CDRL A007) and forward the completed cover sheet along with the SAAR-N form to the local Navy IT Authority. Failure to complete the SAAR-N form will result in revocation of access privileges.

6.4 Compressed Work Schedule (CWS):

a) The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday –Friday. Services and staffing shall be provided for each office at least 8 hours per day (during the 8.5 hour workday which includes the 30-minute lunch break).

b) Government Employees are allowed to voluntarily work a “Compressed Work Schedule” (CWS). CWS is an alternative work schedule to the traditional five 8.5 workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completed the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

c) The Contractor awarded this contract, with agreement by the TOM, may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

6.5 Telecommuting:

(a) For telecommuting to be authorized under a specific contract the following must be in place with the contractor:

- 1) Written company policy for Telecommuting covering all terms and conditions, to include but not limited to:
 - a. Written agreement between company and employee;
 - b. Work Site of Telecommute;
 - c. Time and Attendance;
 - d. Work Performance;
 - e. Overtime;
 - f. Security and Equipment;
 - g. Liability and Injury Compensation;

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- h. Standards of Conduct;
 - i. Mileage Savings; and
 - j. Length of Agreement
- 2) Proposed definitive amount of work or level of effort to be accomplished.
 - 3) Guaranteed savings to the Government if authorized to Telecommute on specific contract.
 - 4) Measures in place to ensure project will be on schedule and auditable for reimbursement.
 - 5) Access to NMCI, if access is required for performance.
- (b) If telecommuting is planned, paragraphs (a) (1) through (5) must be addressed.
- (c) If telecommuting is authorized it must be stated in the issued contract document.
- (d) If telecommuting is requested after a contract has been placed, paragraphs (a) (1) through (5) must be addressed in the contractor's request for telecommuting. The Contracting Officer's and the Task Order Manager concurrence is required if telecommuting is requested after a contract has been placed.
- (e) However, the Government reserves the right to prohibit telecommuting on any contract where the Government determines it to be in its best interest.

7.0 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 contracts 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.

8.0 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.

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9.0 Other Direct Costs (ODC's): Other Direct Costs (ODC's) are based on a per annum NTE. Task Order Manager (TOM) approval shall be obtained prior to purchasing any material or incurring travel expenses. All material purchased by the Contractor under this item become the property of the Federal Government. Travel will be authorized only when it is essential to the performance of the tasks detailed above.

10.0 Navy Marine Corps Internet (NMCI): Computer resources will be acquired in accordance with DFARS 5252.237-9503.

11.0 Performance Metrics: The work here shall be performance based. An evaluation and reporting process is provided in the Quality Assurance Surveillance Plan (QASP) attached to the contract.

12.0 Passports, Visas and Customs: The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for contractor employees. All contractor employees shall be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

13.0 Danger Pay: In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval by the Procuring Contracting Officer before incurring any additional compensation costs. The contractor shall furnish proper data to the contracting officer to substantiate any adjustment to the contract.

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

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

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

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

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

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

The Contractor's Technical Proposal Number **NA**, dated **5/21/2009 & Revised Cost 7/30/09**, 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 52.215-8, "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.

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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.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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

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

(b) Name: **Linda Mattingly, Code PMA-290F**

Activity: **Naval Air Warfare Center, Aircraft Division, Patuxent River, MD**

Address: **Program Executive Office, Bldg. 2185, Suite 1250, Patuxent River, MD 20670-1161**

Phone: **301-757-5608**

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

5252.246-9516 SPECIAL DISTRIBUTION OF DD FORM 250 (NAVAIR) (OCT 2005)

Copies of the Material Inspection and Receiving Reports (DD Form 250) required to be delivered by the contractor shall also be delivered to the following:

Activity
Program Executive Office, PMA-290

Address
Bldg. 2185, Suite 1250, Patuxent River, MD 20670-1161]

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

| | |
|------|-----------------------|
| 4000 | 10/1/2009 - 2/28/2010 |
| 4001 | 10/1/2009 - 2/28/2010 |
| 4002 | 10/1/2009 - 2/28/2010 |
| 4003 | 10/1/2009 - 2/28/2010 |
| 4004 | 10/1/2009 - 2/28/2010 |
| 4005 | 10/1/2009 - 2/28/2010 |
| 4006 | 10/1/2009 - 2/28/2010 |
| 4007 | 10/1/2009 - 2/28/2010 |
| 4008 | 10/1/2009 - 2/28/2010 |
| 4009 | 10/1/2009 - 2/28/2010 |
| 4100 | 3/1/2010 - 2/28/2011 |
| 4101 | 3/1/2010 - 2/28/2011 |
| 4102 | 3/1/2010 - 2/28/2011 |
| 4103 | 3/1/2010 - 2/28/2011 |
| 4104 | 3/1/2010 - 2/28/2011 |
| 4105 | 3/1/2010 - 2/28/2011 |
| 4106 | 3/1/2010 - 2/28/2011 |
| 4107 | 3/1/2010 - 2/28/2011 |
| 4108 | 3/1/2010 - 2/28/2011 |
| 4109 | 3/1/2010 - 2/28/2011 |
| 6000 | 10/1/2009 - 2/28/2010 |
| 6001 | 10/1/2009 - 2/28/2010 |
| 6002 | 10/1/2009 - 2/28/2010 |
| 6003 | 10/1/2009 - 2/28/2010 |
| 6004 | 10/1/2009 - 2/28/2010 |
| 6005 | 10/1/2009 - 2/28/2010 |
| 6006 | 10/1/2009 - 2/28/2010 |
| 6007 | 10/1/2009 - 2/28/2010 |
| 6100 | 3/1/2010 - 2/28/2011 |
| 6101 | 3/1/2010 - 2/28/2011 |
| 6102 | 3/1/2010 - 2/28/2011 |
| 6103 | 3/1/2010 - 2/28/2011 |
| 6104 | 3/1/2010 - 2/28/2011 |
| 6105 | 3/1/2010 - 2/28/2011 |
| 6106 | 3/1/2010 - 2/28/2011 |
| 6107 | 3/1/2010 - 2/28/2011 |

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

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|------|----------------------|
| 4200 | 3/1/2011 - 2/29/2012 |
| 4201 | 3/1/2011 - 2/29/2012 |
| 4202 | 3/1/2011 - 2/29/2012 |
| 4203 | 3/1/2011 - 2/29/2012 |
| 4204 | 3/1/2011 - 2/29/2012 |
| 4205 | 3/1/2011 - 2/29/2012 |
| 4206 | 3/1/2011 - 2/29/2012 |
| 4207 | 3/1/2011 - 2/29/2012 |
| 4208 | 3/1/2011 - 2/29/2012 |
| 4209 | 3/1/2011 - 2/29/2012 |
| 4300 | 3/1/2012 - 2/28/2013 |
| 4301 | 3/1/2012 - 2/28/2013 |
| 4302 | 3/1/2012 - 2/28/2013 |
| 4303 | 3/1/2012 - 2/28/2013 |
| 4304 | 3/1/2012 - 2/28/2013 |
| 4305 | 3/1/2012 - 2/28/2013 |
| 4306 | 3/1/2012 - 2/28/2013 |
| 4307 | 3/1/2012 - 2/28/2013 |
| 4308 | 3/1/2012 - 2/28/2013 |
| 4309 | 3/1/2012 - 2/28/2013 |
| 4400 | 3/1/2013 - 2/28/2014 |
| 4401 | 3/1/2013 - 2/28/2014 |
| 4402 | 3/1/2013 - 2/28/2014 |
| 4403 | 3/1/2013 - 2/28/2014 |
| 4404 | 3/1/2013 - 2/28/2014 |
| 4405 | 3/1/2013 - 2/28/2014 |
| 4406 | 3/1/2013 - 2/28/2014 |
| 4407 | 3/1/2013 - 2/28/2014 |
| 4408 | 3/1/2013 - 2/28/2014 |
| 4409 | 3/1/2013 - 2/28/2014 |
| 4500 | 3/1/2014 - 9/30/2014 |
| 4501 | 3/1/2014 - 9/30/2014 |
| 4502 | 3/1/2014 - 9/30/2014 |
| 4503 | 3/1/2014 - 9/30/2014 |
| 4504 | 3/1/2014 - 9/30/2014 |
| 4505 | 3/1/2014 - 9/30/2014 |
| 4506 | 3/1/2014 - 9/30/2014 |
| 4507 | 3/1/2014 - 9/30/2014 |
| 4508 | 3/1/2014 - 9/30/2014 |
| 4509 | 3/1/2014 - 9/30/2014 |
| 6200 | 3/1/2011 - 2/29/2012 |
| 6201 | 3/1/2011 - 2/29/2012 |
| 6202 | 3/1/2011 - 2/29/2012 |
| 6203 | 3/1/2011 - 2/29/2012 |
| 6204 | 3/1/2011 - 2/29/2012 |
| 6205 | 3/1/2011 - 2/29/2012 |

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|------|----------------------|
| 6206 | 3/1/2011 - 2/29/2012 |
| 6207 | 3/1/2011 - 2/29/2012 |
| 6300 | 3/1/2012 - 2/28/2013 |
| 6301 | 3/1/2012 - 2/28/2013 |
| 6302 | 3/1/2012 - 2/28/2013 |
| 6303 | 3/1/2012 - 2/28/2013 |
| 6304 | 3/1/2012 - 2/28/2013 |
| 6305 | 3/1/2012 - 2/28/2013 |
| 6306 | 3/1/2012 - 2/28/2013 |
| 6307 | 3/1/2012 - 2/28/2013 |
| 6400 | 3/1/2013 - 2/28/2014 |
| 6401 | 3/1/2013 - 2/28/2014 |
| 6402 | 3/1/2013 - 2/28/2014 |
| 6403 | 3/1/2013 - 2/28/2014 |
| 6404 | 3/1/2013 - 2/28/2014 |
| 6405 | 3/1/2013 - 2/28/2014 |
| 6406 | 3/1/2013 - 2/28/2014 |
| 6407 | 3/1/2013 - 2/28/2014 |
| 6500 | 3/1/2014 - 9/30/2014 |
| 6501 | 3/1/2014 - 9/30/2014 |
| 6502 | 3/1/2014 - 9/30/2014 |
| 6503 | 3/1/2014 - 9/30/2014 |
| 6504 | 3/1/2014 - 9/30/2014 |
| 6505 | 3/1/2014 - 9/30/2014 |
| 6506 | 3/1/2014 - 9/30/2014 |
| 6507 | 3/1/2014 - 9/30/2014 |

The period of performance has changed as follows:

FROM:

- Base year: 1 Oct 2009 through 30 Sept 2010 (12 Months)**
- Option 1: 1 Oct 2010 through 30 Sept 2011 (12 Months)**
- Option 2: 1 Oct 2011 through 30 Sept 2012 (12 Months)**
- Option 3: 1 Oct 2012 through 30 Sept 2013 (12 Months)**
- Option 4: 1 Oct 2013 through 30 Sept 2014 (12 Months)**

TO:

- Base year: 1 Oct 2009 through 28 Feb 2010 (5 Months)**
- Option 1: 1 Mar 2010 through 28 Feb 2011 (12 Months)**
- Option 2: 1 Mar 2011 through 29 Feb 2012 (12 Months)**
- Option 3: 1 Mar 2012 through 28 Feb 2013 (12 Months)**
- Option 4: 1 Mar 2013 through 28 Feb 2014 (12 Months)**
- Option 5: 1 Mar 2014 through 30 Sept 2014 (7 Months)**

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on **1 October 2009** and shall continue **28 February 2011**. However, the period of performance may be extended in accordance with the option provisions contained herein.

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(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

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

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

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

(1) PCO, Code **AIR-2519**.

(2) ACO, Code **S2404A**

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

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

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

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

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

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

Ronald Oblen, PMA290D
22347 Cedar Point Road
Bldg 2185 Suite 3144
Patuxent River MD 206704
ronald.oblen@navy.mil
(301) 757-5697

CAPT Leon Bacon, PMA290M
22347 Cedar Point Road
Bldg 2185 Rm 3121
Patuxent River MD 20670
leon.bacon@navy.mil
301-342-5413

Thomas Pillion, PMA290F

| | | | | |
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22347 Cedar Point Road
Bldg 2185, Suite 1250C
Patuxent River, MD 20670
thomas.pillion@navy.mil
301-757-5617

Julie Johnston, PMA 2901
22347 Cedar Point Road
Bldg. 2185, Suite 1250C
Patuxent River, Md 20670
Julie.johnston@navy.mil
301-757-5639

Linda Mattingly, PMA 290F (TOM)
22347 Cedar Point Road
Bldg. 2185, Suite 1250C
Patuxent River, MD 20670
linda.mattingly@navy.mil
301-757-5608

Joyce Marstaller
22347 Cedar Point Road
Bldg. 2185, Suite 3A52
Patuxent River, MD 20670
Joyce.Marstaller@navy.mil
301-757-2978

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SECTION G CONTRACT ADMINISTRATION DATA

52.232-18 AVAILABILITY OF FUNDS

AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website:

http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at [N/A] or DFAS via the numbers listed at www.dfas.mil

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF <https://wawf.eb.mil/FuncInfo.html> and WAWF Training <http://www.wawftraining.com> websites.

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

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

| DoDAAC LOCATION TABLE | |
|-----------------------|--|
| Invoice Type: | -Select Combo for Fixed Price Supplies and Services |
| | -Select Cost Voucher for all Cost or T&M contracts or CLINs. |

| | | | | |
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-The 2-in-1 invoice is not authorized for use by NAVAIR
-Questions? Call 1-866-618-5988

| DoDAAC Description | Located in Block | | | | | |
|------------------------------|---------------------------------|-----------------------------------|------|--------------|--------------|---------------------------------|
| | DD1155 (Destination Acceptance) | DD1155 (Source/Origin Acceptance) | SF26 | SF33 | SF1449 | SF1449 (Destination Acceptance) |
| Issuing Office DoDAAC | 6 | 6 | 5 | 7 | 7 | 9 |
| Administrating Office DoDAAC | 7 | 7 | 6 | 24 | 26 | 16 |
| Inspector's DoDAAC | See Schedule | See Schedule | 11 | See Schedule | See Schedule | See Schedule |
| Service Acceptor DoDAAC | 14 | See Schedule | 11 | See Schedule | See Schedule | 15 |
| Pay Office DoDAAC | 15 | 16 | 12 | 25 | 27 | 18a |

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. 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 additional points of contact:

| Name (or Clause w/Name) | Email | Phone | Role |
|-------------------------|---------------------------------|---------------------|------------|
| 5252.201-9501 | Linda.Mattingly@navy.mil | 301-757-5608 | TOM |
| | | | |
| | | | |

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: **Linda Mattingly**

Code: **PMA-290F**

Mailing Address: **Program Executive Office, Bldg 2185, Suite 1250, Patuxent River, MD 20670-1161**

Telephone: **301-757-5608**

Commercial: **301-757-5608**

DSN: **356-5608**

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(b) The TOM is responsible for those specific functions assigned in the TOM Nomination Letter, (**Attachment 3 to TOM/COR Appointment Letter**).

(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 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.

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006) – ALT I (MAY 2006)

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(d) If progress payments are authorized payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) Informational SLINs, e.g. 000101, are as follows:

| <u>Numeric SLIN</u> | <u>ACRN</u> | <u>Amount Obligated</u> |
|---------------------------------------|---------------------------------------|---------------------------------------|
| SEE ATTACHMENT #4/ SPREADSHEET | SEE ATTACHMENT #4/ SPREADSHEET | SEE ATTACHMENT #4/ SPREADSHEET |
| - | - | - |

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

| | | | | |
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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.

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 (base: 131,109 hrs) (Option 1: 301,743 hrs) (Option 2: 307,443 hrs) (Option 3: 310,702 hrs) (Option 4: 313,175 hrs) (Option 5: 189,273 hrs) 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 (to be identified at the task order level) 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 29,874 [Yearly number of labor hours divided by 52 weeks] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(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.

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(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)

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)

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Accounting Data
SLINID   PR Number           Amount
-----
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AA: 1791319 U5CN 251 00019 0 050120 2D 000000 A00000276148
CIN: 130013481500001

400002   1300134815           294864.00
LLA :
AB: 1791319 U5CN 251 00019 0 050120 2D 000000 A10000276148
CIN: 130013481500002

400003   1300134815           37200.00
LLA :
AC: 1791319 U5CN 251 00019 0 050120 2D 000000 A20000276148
CIN: 130013481500003

400401   1300134655           123287.31
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CIN: 130013465500010

400402   1300134655           270942.48
LLA :
AE: 1791506 U5BM 251 00019 0 050120 2D 000000 A10000274904
CIN: 130013465500020

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400403 1300134655 853607.01
LLA :
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LLA :
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CIN: 130013486700007

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LLA :
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LLA :
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CIN: 130013486700004

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CIN: 130013486700009

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LLA :
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CIN: 130013486700002

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CIN: 130013486700006

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LLA :
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LLA :
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CIN: 130013481500001

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AB: 1791319 U5CN 251 00019 0 050120 2D 000000 A10000276148
CIN: 130013481500002

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LLA :
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LLA :
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CIN: 130013465500030

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LLA :
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LLA :
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CIN: 130013486700009

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LLA :
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BASE Funding 2951031.17
Cumulative Funding 2951031.17

MOD 01 Funding 0.00
Cumulative Funding 2951031.17

MOD 02

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COST CODE: A00000320735
CIN 130013895200001: \$59,813.95

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LLA :
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CIN 130013895200003: \$100,073.19

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LLA :
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 CIN 130013895200005: \$652,872.55

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LLA :
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 CIN 130013895200004: \$50,554.29

400405 1300138930 444467.44

LLA :
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 COST CODE: A40000320735
 CIN 130013895200009: \$3,805.16

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600405 1300138930 33454.54
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 AU 1701506 U5BM 251 00019 0 050120 2D 000000
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 CIN 130013893000008: \$78951.86

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 LLA :
 AW 1701506 U5BM 251 00019 0 050120 2D 000000
 COST CODE: A20000320720
 CIN 130013893000009

600408 1300138930 23795.87
 LLA :
 AX 1701506 U5BM 251 00019 0 050120 2D 000000
 COST CODE: A30000320720
 CIN 130013893000010

600409 1300138930 30370.32
 LLA :
 AY 1701506 U5BM 251 00019 0 050120 2D 000000
 COST CODE: A40000320720
 CIN 130013893000011

600410 1300138930 9669.85
 LLA :
 AZ 1701506 U5BM 251 00019 0 050120 2D 000000
 COST CODE: A50000320720
 CIN 130013893000012

MOD 02 Funding 4121978.72
 Cumulative Funding 7073009.89

MOD 03

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400010 1300140773 52840.95
 LLA :
 BH 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A10000332311
 CIN: 130014077300002: \$52,840.95

400011 1300140776 163258.93
 LLA :
 BJ 1701319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A00000332482
 CIN: 130014077600001: \$163,258.93

400012 1300140776 52840.95
 LLA :
 BK 1701319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A10000332482
 CIN: 130014077600002: \$52,840.95

600411 1300140773 12210.91
 LLA :
 BG 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A00000332311
 CIN: 130014077300003: \$12,210.91

600412 1300140773 3977.27
 LLA :
 BH 1701319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A10000332311
 CIN: 130014077300004: \$3,977.27

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600413 1300140776 12288.31
 LLA :
 BJ 1701319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A00000332482
 CIN: 130014077600003:\$12,288.31

600414 1300140776 3977.28
 LLA :
 BK 1701319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A10000332482
 CIN: 130014077600004: \$3,977.28

MOD 03 Funding 463625.22
 Cumulative Funding 7536635.11

MOD 04

400013 1300141772 59813.95
 LLA :
 BL 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A00000341087
 CIN: 130014177200001: \$59,813.95

400014 1300141772 170678.37
 LLA :
 BM 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A10000341087
 CIN: 130014177200002: 170,678.37

400015 1300141772 100073.19
 LLA :
 BN 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A20000341087
 CIN: 130014177200003: \$100,073.19

400016 1300141772 50554.29
 LLA :
 BP 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A30000341087
 CIN: 130014177200004: \$50554.29

400017 1300141772 215772.55
 LLA :
 BQ 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A40000341087
 CIN: 130014177200005: \$215,772.55

600009 1300141772 4502.13
 LLA :
 BL 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A00000341087
 CIN: 130014177200006: \$4,502.13

600010 1300141772 12846.76
 LLA :
 BM 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A10000341087
 CIN: 130014177200007: \$12,846.76

600011 1300141772 7532.39
 LLA :
 BN 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A20000341087
 CIN: 130014177200008: \$7,532.39

600012 1300141772 3805.16
 LLA :
 BP 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A30000341087
 CIN: 130014177200009: \$3,805.16

600013 1300141772 16240.94
 LLA :
 BQ 1791319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A40000341087

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CIN: 130014177200010: \$16,240.94

MOD 04 Funding 641819.73
Cumulative Funding 8178454.84

MOD 05

400612 1300147530 25000.00
LLA :
BR 97-11X8242 2886 000 74862 0 065916 2D PCN044
Cost Code: 622080860FAU
CIN 130014753000001 \$25,000.00

400613 1300147530 20000.00
LLA :
BS 97-11X8242 2868 000 74682 0 065916 2D PPKA4N
Cost Code: 928760060SAV
CIN 130014753000002 \$20,000.00

400614 1300147530 139770.00
LLA :
BT 97-11X8242 2858 000 74582 0 065916 2D PTWB44
Cost Code: 802381320SEG
CIN 130014753000003 \$139,770.00

400615 1300147530 45000.00
LLA :
BU 97-11X8242 2858 000 74582 0 065916 2D PTWB44
Cost Code: 802481090SEG
CIN 130014753000004 \$45,000.00

400616 1300147530 5387.00
LLA :
BV 97-11X8242 2858 000 74582 0 065916 2D PTWB44
Cost Code: 803581120SEG
CIN 130014753000005 \$5,387.00

600606 1300147530 5000.00
LLA :
BW 97-11X8242 2868 000 74682 0 065916 2D PPKA4N
Cost Code: 928760070SAV
CIN 130014753000006 \$5,000.00

600607 1300147530 25000.00
LLA :
BX 97-11X8242 2858 000 74582 0 065916 2D PTWB44
Cost Code: 802481100SEG
CIN 130014753000007 \$25,000.00

MOD 05 Funding 265157.00
Cumulative Funding 8443611.84

MOD 06

400009 1300140773-0001 22678.42
LLA :
BG 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A00000332311
CIN: 130014077300001:\$184,909.04

400010 1300140773-0001 7363.35
LLA :
BH 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A10000332311
CIN: 130014077300002: \$60,204.30

400013 1300141772-0002 4502.13
LLA :
BL 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A00000341087
CIN: 130014177200001: \$64,316.08

400014 1300141772-0002 12846.76
LLA :
BM 1791319 U5CN 251 00019 0 050120 2D 000000

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COST CODE: A10000341087
CIN: 130014177200002: 183,525.13

400015 1300141772-0002 7532.39
LLA :
BN 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A20000341087
CIN: 130014177200003: \$107,605.58

400016 1300141772-0002 3805.16
LLA :
BP 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A30000341087
CIN: 130014177200004: \$54,359.45

400017 1300141772-0002 17271.79
LLA :
BQ 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A40000341087
CIN: 130014177200005: \$233,044.34

600007 1300148391 (1030.85)
LLA :
BD 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A30000320735
CIN 130013895200010: \$48,110.09

600009 1300141772-0002 (4502.13)
LLA :
BL 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A00000341087
CIN: 130014177200006: \$00.0

600010 1300141772-0002 (12846.76)
LLA :
BM 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A10000341087
CIN: 130014177200007: \$0.00

600011 1300141772-0002 (7532.39)
LLA :
BN 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A20000341087
CIN: 130014177200008: \$0.00

600012 1300141772-0002 (3805.16)
LLA :
BP 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A30000341087
CIN: 130014177200009: \$0.00

600013 1300141772-0002 (16240.94)
LLA :
BQ 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A40000341087
CIN: 130014177200010: \$0.00

600411 1300140773-0001 (11303.39)
LLA :
BG 1791319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A00000332311
CIN: 130014077300003: \$907.52

600412 1300140773-0001 (3681.68)
LLA :
BH 1701319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A10000332311
CIN: 130014077300004: \$295.59

600413 1300148391 (11375.03)
LLA :
BJ 1701319 U5CN 251 00019 0 050120 2D 000000
COST CODE: A00000332482
CIN: 130014077600003:\$913.28

600414 1300148391 (3681.67)
LLA :

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BK 1701319 U5CN 251 00019 0 050120 2D 000000
 COST CODE: A10000332482
 CIN: 130014077600004: \$295.61

MOD 06 Funding 0.00
 Cumulative Funding 8443611.84

MOD 07 Funding 0.00
 Cumulative Funding 8443611.84

MOD 08

410001 1300148396 162442.72
 LLA :
 CG 1701319 U5CN 251 00019 0 050120 2D 000000
 CIN: 130014839600001
 COST CODE: A00000386075 \$162,442.72

410002 1300148396 137415.26
 LLA :
 CH 1701319 U5CN 251 00019 0 050120 2D 000000
 CIN: 130014839600002
 COST CODE: A10000386075 \$137,415.26

410003 1300148396 363674.99
 LLA :
 CJ 1701319 U5CN 251 00019 0 050120 2D 000000
 CIN: 130014839600003
 COST CODE: A20000386075 \$363,674.99

410004 1300148396 473126.51
 LLA :
 CK 1701319 U5CN 251 00019 0 050120 2D 000000
 CIN: 130014839600004
 COST CODE: A30000386075 \$473,126.51

410005 1300148396 508069.36
 LLA :
 CL 1701319 U5CN 251 00019 0 050120 2D 000000
 CIN: 130014839600005
 COST CODE: A40000386075 \$508,069.36

410006 1300148396 201881.39
 LLA :
 CM 1701319 U5CN 251 00019 0 050120 2D 000000
 CIN: 130014839600006
 COST CODE: A50000386075 \$201,881.39

410007 1300148396 71529.33
 LLA :
 CN 1701319 U5CN 251 00019 0 050120 2D 000000
 CIN: 130014839600007
 COST CODE: A60000386075 \$71,529.33

410008 1300148396 101143.33
 LLA :
 CP 1701319 U5CN 251 00019 0 050120 2D 000000
 CIN: 130014839600008
 COST CODE: A70000386075 \$101,143.33

410401 1300149195 922943.32
 LLA :
 BY 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500001
 COST CODE: A00000391429 \$922,943.32

410402 1300149195 2933722.04
 LLA :
 BZ 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500002
 COST CODE: A10000391429 \$2,933,722.04

410403 1300149195 722263.40
 LLA :
 CA 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 1300149500003

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COST CODE: A20000391429 \$722,263.40

410404 1300149195 815415.47
 LLA :
 CB 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500004
 COST CODE: A30000391429 \$815,415.47

410405 1300149195 538125.32
 LLA :
 CC 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500005
 COST CODE: A40000391429 \$538,125.32

410406 1300149195 185050.25
 LLA :
 CD 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500006
 COST CODE: A50000391429 \$185,050.25

410407 1300149286 132052.85
 LLA :
 CF 1701506 47C2 251 00019 0 050120 2D 000000
 CIN: 130014928600001
 COST CODE: A00000392045 \$139,003.00

410601 1300149690 678076.17
 LLA :
 CQ 97-11X8242 2858 000 74582 0 065916 2D PTWB44
 CIN: 130014969000001
 COST CODE: 802381340SEG \$678,076.17

410602 1300149690 297380.00
 LLA :
 CR 97-11X8242 2858 000 74582 0 065916 2D PTWB44
 CIN: 130014969000002
 COST CODE: 802481120SEG \$297,380.00

410603 1300149690 249239.02
 LLA :
 CS 97-11X8242 2858 000 74582 0 065916 2D PTWB44
 CIN: 130014969000003
 COST CODE: 803581130SEG \$249,239.02

410604 1300149690 101054.81
 LLA :
 CT 97-11X8242 2819 000 74192 0 065916 2D PNOX44
 CIN: 130014969000004
 COST CODE: 900580140GDM \$101,054.81

410605 1300149690 10825.15
 LLA :
 CU 97-11X8242 2819 000 74192 0 065916 2D PNOX44
 CIN: 130014969000005
 COST CODE: 822080090GDM \$10,825.15

410606 1300149690 18531.44
 LLA :
 CV 97-11X8242 2816 000 74162 0 065916 2D PPTP44
 CIN: 130014969000006
 COST CODE: 902666190LDF \$18,531.44

410607 1300149690 5000.00
 LLA :
 CW 97-11X8242 2815 000 74152 0 065916 2D PSPB44
 CIN: 130014969000007
 COST CODE: 825980040GMS \$5,000.00

410608 1300149690 5000.00
 LLA :
 CX 97-11X8242 2886 000 74862 0 065916 2D PCN044
 CIN: 130014969000008
 COST CODE: 603360100GLJ \$5,000.00

410609 1300149690 5000.00
 LLA :
 CY 97-11X8242 2884 000 74842 0 065916 2D PATD44

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CIN: 130014969000009
COST CODE: 917280100GMI \$5,000.00

410610 1300149690 5000.00
LLA :
CZ 97-11X8242 2864 000 74642 0 065916 2D PTHJ44
CIN: 130014969000010
COST CODE: 830980300GZD \$5,000.00

410611 1300149690 60000.00
LLA :
DA 97-11X8242 2812 000 74122 0 065916 2D PNEL44
CIN: 130014969000011
COST CODE: 018980920LEV \$60,000.00

410612 1300149690 254737.00
LLA :
DB 97-11X8242 2868 000 74682 0 065916 2D PPKA4N
CIN: 130014969000012
COST CODE: 928760090SAV \$254,737.00

410701 1300148418 474158.66
LLA :
CE 1701804 4RZ3 251 00019 0 050120 2D 000000
CIN: 130014841800001
COST CODE: A00000386538 \$474,158.66

610001 1300148396 8549.62
LLA :
CG 1701319 U5CN 251 00019 0 050120 2D 000000
CIN: 130014839600009
COST CODE: A00000386075 \$8,549.62

610002 1300148396 7232.39
LLA :
CH 1701319 U5CN 251 00019 0 050120 2D 000000
CIN: 130014839600010
COST CODE: A10000386075 \$7,232.39

610003 1300148396 19140.79
LLA :
CJ 1701319 U5CN 251 00019 0 050120 2D 000000
CIN: 130014839600011
COST CODE: A20000386075 \$19,140.79

610004 1300148396 24901.40
LLA :
CK 1701319 U5CN 251 00019 0 050120 2D 000000
CIN: 130014839600012
COST CODE: A30000386075 \$24,901.40

610005 1300148396 26740.50
LLA :
CL 1701319 U5CN 251 00019 0 050120 2D 000000
CIN: 130014839600013
COST CODE: A40000386075 \$26,740.50

610006 1300148396 10625.33
LLA :
CM 1701319 U5CN 251 00019 0 050120 2D 000000
CIN: 130014839600014
COST CODE: A50000386075 \$10,625.33

610007 1300148396 3764.70
LLA :
CN 1701319 U5CN 251 00019 0 050120 2D 000000
CIN: 130014839600015
COST CODE: A60000386075 \$3,764.70

610008 1300148396 5323.33
LLA :
CP 1701319 U5CN 251 00019 0 050120 2D 000000
CIN: 130014839600016
COST CODE: A70000386075 \$5,323.33

610401 1300149195 48575.96

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LLA :
 BY 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500007
 COST CODE: A00000391429 \$48,575.96

610402 1300149195 154406.42
 LLA :
 BZ 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500008
 COST CODE: A10000391429 \$154,406.42

610403 1300149195 38013.86
 LLA :
 CA 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500009
 COST CODE: A20000391429 \$38,013.86

610404 1300149195 42916.60
 LLA :
 CB 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500010
 COST CODE: A30000391429 \$42,916.60

610405 1300149195 28322.39
 LLA :
 CC 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500011
 COST CODE: A40000391429 \$28,322.39

610406 1300149195 9739.49
 LLA :
 CD 1701506 U5BM 251 00019 0 050120 2D 000000
 CIN: 130014919500012
 COST CODE: A50000391429 \$9,739.49

610407 1300149286 6950.15
 LLA :
 CF 1701506 47C2 251 00019 0 050120 2D 000000
 CIN: 130014928600002
 COST CODE: A00000392045 \$6,950.15

610601 1300149690 89390.38
 LLA :
 DC 97-11X8242 2858 000 74582 0 065916 2D PTWB44
 CIN: 130014969000013
 COST CODE: 802381350SEG \$89,390.38

610602 1300149690 30486.90
 LLA :
 DD 97-11X8242 2858 000 74582 0 065916 2D PTWB44
 CIN: 130014969000014
 COST CODE: 802481130SEG \$30,486.90

610603 1300149690 37295.18
 LLA :
 DE 97-11X8242 2858 000 74582 0 065916 2D PTWB44
 CIN: 130014969000015
 COST CODE: 803581140SEG \$37,295.18

610604 1300149690 8617.07
 LLA :
 DF 97-11X8242 2819 000 74192 0 065916 2D PNOX44
 CIN: 130014969000016
 COST CODE: 900580150GDM \$8,617.07

610701 1300148418 24955.72
 LLA :
 CE 1701804 4RZ3 251 00019 0 050120 2D 000000
 CIN: 130014841800002
 COST CODE: A00000386538 \$24,955.72

MOD 08 Funding 11058805.97
 Cumulative Funding 19502417.81

MOD 09

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410613 1300156984 120000.00
 LLA :
 DG 97-11X8242 2801 000 74012 0 065916 2D PGY044
 COST CODE: 926680050GOV
 CIN: 130015698400002: \$120,000.00

410614 1300156984 120000.00
 LLA :
 DH 97-11X8242 2884 000 74842 0 065916 2D PATD44
 COST CODE: 917480030GMI
 CIN: 130015698400001: \$120,000.00

410615 1300157458 150000.00
 LLA :
 DJ 97-11X8242 PRK4 251 00019 0 050120 2D 000000
 COST CODE: A00000444338
 CIN: 130015745800001: \$150,000.00

610605 1300156984 30000.00
 LLA :
 DK 97-11X8242 2801 000 74012 0 065916 2D PGY044
 COST CODE: 926680060GOV
 CIN: 130015698400004

610606 1300156984 30000.00
 LLA :
 DL 97-11X8242 2884 000 74842 0 065916 2D PATD44
 COST CODE: 917480040GMI
 CIN: 130015698400003: \$30,000.00

MOD 09 Funding 450000.00
 Cumulative Funding 19952417.81

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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.

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

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

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

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

(a) The contract includes an option per 12-month period of performance for an increase in capacity not to exceed 10% (ten percent) within the respective period of performance. This option may be exercised at the Government's discretion, when and if it determines that there has been a within scope change which necessitates an increase in the level of effort provided by the contractor due to changes in program requirements.

(b) The use of this option does not provide an extension to the length of time of the period of performance.

(c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).

(d) The exercise of an option for increased capacity within the period of performance may be accomplished at anytime during contract performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

(e) The Government will be required to: (1) give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance; (2) request a proposal for the increased level of effort, based on a description of the new/revised tasking provided by the Government. Negotiations will be conducted as necessary.

(f) Upon completion of negotiations, a modification will be issued to realign the necessary ceiling from the

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Increased Capacity CLIN to the applicable Labor or ODC CLIN, and appropriate funding will be provided. This will ensure that the Increased Capacity conforms with the contract CLIN structure.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in **the Performance Based Statement of Work**. Task order issued under 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.

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

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

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

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

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

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or

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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))

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

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

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

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

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

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

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

5252.237-9503 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

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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.

Post Award Conference

A post award conference will be held as specified in the basic contract. The Government will notify the contractor of the time and location after the award of the task order.

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

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,

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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.

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

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

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

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal

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business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Jessica Flynn, **Contracts, 21983 Bundy Road, Bldg 441, Patuxent River, MD 20670; (301-757-2521); Jessica.Flynn@navy.mil**.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), 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 nor 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.

5252.232-9516 ALLOTMENT OF FUNDS- INCREMENTALLY FUNDED COST-REIMBURSEMENT

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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 **SEE ATTACHMENT 4/SPREADSHEET**

Funded Fee **SEE ATTACHMENT 4/SPREADSHEET**

TOTAL FUNDS **SEE ATTACHMENT 4/SPREADSHEET**

(b) This contract is incrementally funded and the amount currently available for payment is limited to **SEE ATTACHMENT 4/SPREADSHEET** which includes a fixed fee amount of **SEE ATTACHMENT 4/SPREADSHEET**. 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) **SEE ATTACHMENT 4/SPREADSHEET**; and

(d) the period of performance for which it is estimated the allotted amount will cover is **SEE ATTACHMENT 4/SPREADSHEET**

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 first six months 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

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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)".

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) *Definition.* "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

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(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

52.222-54 Employment Eligibility Verification.

As prescribed in [22.1803](#), Insert the following clause:

Employment Eligibility Verification (Jan 2009)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

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(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the

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Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

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SECTION I CONTRACT CLAUSES

52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.216-8 Fixed Fee (Mar 1997)

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

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee 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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 Option to Extend the Term of the Contract.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30

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days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.219-14 Limitations on Subcontracting (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the **Naval Air Station, Patuxent River, MD**. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to **Linda Mattingly, Program Executive Office, Bldg. 2185, Suite 1250, Patuxent River, MD 20670**. All losses are to have the permanent badges returned to **Program Executive Office, Bldg 2185, Suite 1250, Patuxent River, MD 20670** on the last day of the individual's task requirement.

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

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(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 Contractor 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.

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

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

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

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(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

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(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

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(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

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(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.203-14 Display of Hotline Poster(s).

As prescribed in [3.1004](#)(b), insert the following clause:

Display of Hotline Poster(s) (Dec 2007)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

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(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

| <i>Poster(s)</i> | <i>Obtain from</i> |
|------------------|--------------------|
| _____ | _____ |
| _____ | _____ |

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

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(2) Is performed entirely outside the United States.

(End of clause)

52.232-18 Availability of Funds.

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - QASP

Attachment 3 - TOM/ATOM APPOINTMENT LETTERS

Attachment 4 - SPREADSHEET

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| Exhibit A - CDRL A001 | 1 Page | 9/10/2009 |
| Exhibit A - CDRL A002 | 1 Page | 9/10/2009 |
| Exhibit A - CDRL A003 | 1 Page | 9/10/2009 |
| Exhibit A - CDRL A004 | 1 Page | 9/10/2009 |
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