

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
13

3. EFFECTIVE DATE  
02-Nov-2017

4. REQUISITION/PURCHASE REQ. NO.  
1300604972-0002

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6) CODE

S2101A

NAVAIR Aircraft Division Pax River

DCMA Baltimore

SCD: C

Patuxent River MD 20670

217 EAST REDWOOD STREET, SUITE  
1800  
BALTIMORE MD 21202-3375

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Jahn Corporation  
21593 Three Notch Rd  
Lexington Park MD 20653-1151

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7782-M801

10B. DATED (SEE ITEM 13)

01-Dec-2014

CAGE CODE  
0UCN6

FACILITY CODE

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

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority) FAR 43.103(b)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

[REDACTED], Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/ [REDACTED]  
(Signature of Contracting Officer)

02-Nov-2017

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

The purpose of this modification is to incrementally fund CLIN 7200. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
720002	APN	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 1 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Program Management Support Services in accordance with SOW Para. 3.1. Base period (APN)	1.0	LO	██████████	██████████	██████████
700001	R425	Funding in support of CLIN 7000 (APN)					
700002	R425	Funding in support of CLIN 7000 (APN)					
7001	R425	Program Management Support Services in accordance with SOW Para. 3.2. Base Period (RDT&E)	1.0	LO	██████████	██████████	██████████
700101	R425	Funding in support of CLIN 7001 (RDT&E)					
7010	R425	Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) Para. 3.1 & 3.2 Option (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

7020	CDRLS, Technical Data and Reports. SOW Para. 4.0; Not Separately Priced (NSP)					1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Program Management Support Services in accordance with SOW Para. 3.1. Option (APN)	1.0	LO	██████████	██████████	██████████
710001	R425	Funding in support of CLIN 7100 (APN)					
710002	R425	Funding in support of CLIN 7100 (APN)					
7101	R425	Program Management Support Services in accordance with SOW Para. 3.2. Option (RDT&E)	1.0	LO	██████████	██████████	██████████
710101	R425	Funding in support of CLIN 7101 (RDT&E)					
710102	R425	Funding in support of CLIN 7101 (RDT&E)					
7110	R425	Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) Para. 3.1 & 3.2	1.0	LO	██████████	██████████	██████████

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 2 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option (Fund Type - TBD)					
		Option					

For Cost Type / NSP Items

7120	CDRLS, Technical Data and Reports. SOW Para. 4.0; Not Separately Priced (NSP)	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Program Management Support Services in accordance with SOW Para. 3.1. Option (APN)	1.0	LO	██████████	██████████	██████████
720001	R425	Funding in support of CLIN 7200 (APN)					
720002	R425	Funding in support of CLIN 7200 (APN)					
7201	R425	Program Management Support Services in accordance with SOW Para. 3.2. Option (RDT&E)	1.0	LO	██████████	██████████	██████████
720101	R425	Funding in support of CLIN 7201 (RDT&E)					
7210	R425	Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) Para. 3.1 & 3.2 Option (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
		Option					

For Cost Type / NSP Items

7220	CDRLS, Technical Data and Reports. SOW Para. 4.0; Not Separately Priced (NSP)	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Program Management Support Services in accordance with SOW Para. 3.1. Option (APN)	1.0	LO	██████████	██████████	██████████
		Option					
7301	R425	Program Management Support Services in accordance with SOW Para. 3.2. Option (RDT&E)	1.0	LO	██████████	██████████	██████████
		Option					

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 3 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7310	R425	Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) Para. 3.1 & 3.2 Option (Fund Type - TBD)  Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

7320		CDRLS, Technical Data and Reports. SOW Para. 4.0; Not Separately Priced (NSP)	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Program Management Support Services in accordance with SOW Para. 3.1. Option (APN)  Option	1.0	LO	██████████	██████████	██████████
7401	R425	Program Management Support Services in accordance with SOW Para. 3.2. Option (RDT&E)  Option	1.0	LO	██████████	██████████	██████████
7410	R425	Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) Para. 3.1 & 3.2 Option (Fund Type - TBD)  Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

7420		CDRLS, Technical Data and Reports. SOW Para. 4.0; Not Separately Priced (NSP)	1.0	LO			NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODCs Travel and Material in support of CLIN 9000 (APN)	1.0	LO	██████████
900001	R425	Funding in support of CLIN 9000 (APN)			
9001	R425	ODCs Travel and Material in support of CLIN 7001 (RDT&E)	1.0	LO	██████████
9010	R425	Increased Capacity, 10% ODCs in accordance with the Statement of Work (SOW) Para, 3.1 & 3.2. (Fund Type - TBD)	1.0	LO	██████████
9050	R425	NMCI in accordance with SOW Para. 8.0- Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the Base Period of performance in accordance with and in accordance with 5252.237-9503 (Fund Type - TBD)	1.0	LO	██████████
905001	R425	Funding in support of CLIN 9050 (Fund Type - TBD)			

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 4 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R425	ODCs Travel and Material in support of CLIN 7100 Option (APN)	1.0	LO	██████████
910001	R425	Funding in support of CLIN 7100 (APN)			
9101	R425	ODCs Travel and Material in support of CLIN 7101 Option (RDT&E)	1.0	LO	██████████
9110	R425	Increased Capacity, 10% ODCs in accordance with the Statement of Work (SOW) Para, 3.1 & 3.2. (Fund Type - TBD) Option	1.0	LO	██████████
9150	R425	NMCI in accordance with SOW Para. 8.0- Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the Option Period I of performance in accordance with and in accordance with 5252.237-9503 (Fund Type - TBD) Option	1.0	LO	██████████
9200	R425	ODCs Travel and Material in support of CLIN 7200 Option Year 2 (APN)	1.0	LO	██████████
9201	R425	ODCs Travel and Material in support of CLIN 7201 Option (RDT&E) Option	1.0	LO	██████████
9210	R425	Increased Capacity, 10% ODCs in accordance with the Statement of Work (SOW) Para, 3.1 & 3.2. (Fund Type - TBD) Option	1.0	LO	██████████
9250	R425	NMCI in accordance with SOW Para. 8.0- Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the Option Period II of performance in accordance with and in accordance with 5252.237-9503 (Fund Type - TBD) Option	1.0	LO	██████████
9300	R425	ODCs Travel and Material in support of CLIN 7300 Option (APN) Option	1.0	LO	██████████
9301	R425	ODCs Travel and Material in support of CLIN 7301 Option (RDT&E) Option	1.0	LO	██████████
9310	R425	Increased Capacity, 10% ODCs in accordance with the Statement of Work (SOW) Para, 3.1 & 3.2. (Fund Type - OTHER) Option	1.0	LO	██████████
9350	R425	NMCI in accordance with SOW Para. 8.0- Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the Option Period III of performance in accordance with and in accordance with 5252.237-9503 (Fund Type - TBD) Option	1.0	LO	██████████
9400	R425	ODCs Travel and Material in support of CLIN 7400 Option (APN) Option	1.0	LO	██████████
9401	R425	ODCs Travel and Material in support of CLIN 7401 Option (RDT&E) Option	1.0	LO	██████████

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 5 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9410	R425	Increased Capacity, 10% ODCs in accordance with the Statement of Work (SOW) Para, 3.1 & 3.2. (Fund Type - TBD)  Option	1.0	LO	██████████
9450	R425	NMCI in accordance with SOW Para. 8.0- Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the Option Period IV of performance in accordance with and in accordance with 5252.237-9503 (Fund Type - TBD)  Option	1.0	LO	██████████

- (1) This Task Order is issued in accordance with the terms and conditions of the Seaport-e multiple award contract. All terms and conditions including provisions and clauses of the solicitation and award for the Seaport-e basic Multiple Award Contract are hereby fully and expressly incorporated into this task order. Only clauses and provisions requiring fill-ins, or unique to the task order have been included in full text in the task order.
- (2) This Level of Effort Term Task Order includes Cost-Plus-Fixed-Fee (CPFF) labor CLINs and cost reimbursement (non-fee) CLINs for Other Direct Costs (ODCs).
- (3) The task order may be for a total performance period of 66 months, inclusive of all options and a possible 6 months extension under 52.217-8 "Option to Extend Services".
- (4) Funding for each CLIN will be added at the SubCLIN (SLIN) level.
- (5) Under Seaport-e Task Order Competitions, the term "contract" means "task order".
- (6) It is noted that in accordance with attachment J5, Department of Defense Security Classification Specification (DD Form 254), this acquisition requires access to For Official Use Only (FOUO) information and the Secret Internet Protocol Network (SIPRNET).
- (7) See Section B for the pricing and Section F for the period of performance.

**5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012) - ALT I (JUN 2013)**

(a) The level of effort estimated to be ordered during the term of this contract/order is 184,800 man-hours of direct labor including authorized subcontract labor, if any. The estimated composition of the total man-hours of direct labor by classification is as follows:

<u>Labor Category</u>	<u>Man-hours</u>
*Program Manager	9,600
*Systems Engineer	2,400
*Engineer	19,200
*Logistician III	28,800
* Logistician III (New River)	19,200
* Logistician III (Amarillo)	9,600
Subject Matter Expert (Test & Evaluation)	9,600
Subject Matter Expert (Test & Evaluation) (Lakehurst)	9,600

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 6 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Program Analyst	19,200
Financial Analyst	9,600
Financial Analyst (New River)	9,600
Junior Systems Analyst	9,600
Junior Program Analyst	9,600
Administrative Assistant	19,200
<b>Total Man-hours</b>	<b>184,800</b>

\* denotes Key Personnel labor categories

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate, either upward or downward, by no more than ten (10%) percent of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

(1) requiring the contractor to continue to perform until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or

(2) effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than ninety (90%) percent of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)

(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 \$500 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 may 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.

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)**

(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.



CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 7 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

(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 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, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs: (i) travel at U.S. Military Installations where Government transportation is available, (ii) travel performed for personal convenience/errands, including commuting to and from work, and (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 8 of 59	FINAL
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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 7000, 7001, 7010, Option Items 7100, 7101, 7110, Items 7200, 7201, 7210, Items 7300, 7301, 7310, and Items 7400, 7401, 7410 - The Contractor shall provide the services in accordance with the below Statement of Work for PMA-275 V-22 Joint Program Office (JPO) Integrated Test Team (ITT) Support.

Items 7020, Option Items 7120, 7220, 7320, and 7420 - The Contractor shall provide data in accordance with the below Statement of Work and CDRLs (Exhibit A) for JPO ITT Support.

Items 9000, 9001, Option items 9100-9101, 9200-9201, 9300-9301, and 9400-9401 - The Contractor shall provide ODC's in accordance with the below Statement of Work for JPO ITT Support.

Items 9050, 9150, 9250, 9350, and 9450 - The Contractor shall provide NMCI seats in accordance with Attachment J6, and Clauses 5252.237-9503 "Ordering Procedures for Navy Marine Corps Intranet Services" and 5252.245-9500 "Government Property for the Performance of this Contract" Clauses specified in Section C of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

### STATEMENT OF WORK (SOW) FOR PMA-275 V-22 JOINT PROGRAM OFFICE (JPO) INTEGRATED TEST TEAM (ITT) SUPPORT SERVICES

**As a result of the change in the way NMCI services will be acquired/provided, the NMCI language outlined in Paragraph 8.0 of the SOW is hereby replaced with the following:**

#### 1.0 BACKGROUND

The V-22 is an ACAT-1C Joint Program, currently in full rate production, led by the Department of the Navy to meet the amphibious/vertical assault needs of the Marine Corps, the special operations needs of the Air Force, and combat support and rescue needs of the Navy. The V-22 Joint Program Office (PMA-275) leverages Naval Air Systems Command competencies, Integrated Product Teams (IPTs), NAVAIR Field Activities, Naval Air Warfare Center Aircraft Division (NAWCAD) HX-21 V-22 Test Team, and Operational Test squadron VMX-22 to meet program objectives. The V-22 Program Office has a requirement to provide program management support services to its workforce to effectively respond to anticipated and unanticipated program requirements and to avoid a serious reduction in our capability to respond to fleet demands.

#### 2.0 SCOPE OF WORK

This Statement of Work (SOW) delineates the tasks that the contractor shall perform for the V-22 Integrated Test Team. The contractor shall provide analytical, technical and management support services in support of aircraft weapon system testing. These support services are an integral part of the execution of V-22 developmental and procurement/production program efforts. General areas of work include program management services, engineering, test planning and operations, data analysis, test result reporting, supportability, resources support, and project coordination.

#### 3.0 TECHNICAL REQUIREMENTS

##### 3.1 Test and Evaluation Support for Systems Sustainment

##### 3.1.1 Program Management Services –APN Funds

- a. Initiate techniques to document configuration changes, plans and reports, scheduled versus actual events, NAVAIR Technical Assurance Board (NTAB) items, responses to requests for technical information and similar items.
- b. Prepare draft summarization of technical comments on staff studies, organizational structure and reports required

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 9 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

by higher authority.

- c. Conduct technical analysis to ensure that performance testing on aircraft or subsystems and equipment are updated to include the results of Contractor Technical Evaluations, Contractor Demonstrations, and engineering changes, and follow-on test and evaluation. If hardware or software deficiencies have been identified that require correction, further testing shall be identified and recommended for additional test scheduling.
- d. Support Joint Program Office (JPO) Program Management, Operations, and Integrated Product Team efforts. The Contractor shall:
  - (1) Provide technical assistance and analysis of the V-22 airframe, propulsion, survivability, communications/radar, training, and logistics/engineering components associated with the production program's acquisition requirements. Provide recommendations to the program as required.
  - (2) Provide acquisition services to support the analysis of V-22s production program schedules, risk/configuration /evaluations analysis, Program Master Plans, data requirements and technical program assessments as associated with aircraft production. Provide recommendations to the program as required.
  - (3) Provide acquisition services to support the financial analysis of V-22 non-recurring engineering (NRE), Engineering Change Proposal (ECP) costs and production aircraft costs.
  - (4) Provide acquisition services to support information management used to assess and document programmatic test processes, technical requirements, change processes and procedures. Provide assistance as required to interpret, manage, and support the information systems that are required on the V-22 production program.
  - (5) Provide assistance with the engineering/technical analysis required to support the V-22 production program. Provide analysis in support of program hardware/software suppliers and field activities, This includes program assessment of cost/schedule/performance indicators as well as providing recommendations for improvement of existing program processes used in support of management decisions.

### **3.1.2 Production Test Documentation Support –APN Funds**

- a. Produces technical illustrations, drawings, video, 3D animations and presentations in support of flight test planning, production testing, incident/mishap investigation and aircraft maneuver analysis.
- b. Analyze and make recommendations to improve the production and format of various types of technical and engineering documents produced in support of weapon system.
- c. Produce and/or update both unclassified and classified technical, scientific, and management reports, specifications, instructions, operations descriptions and manuals following product improvement engineering changes, acceptance/qualification testing, and correction of deficiencies in support of production.

### **3.1.3 Test Management Support/Test Program Operations –APN Funds**

- a. Independently review both unclassified and classified test plan inputs, organize and publish in a draft test plan.
- b. Review V-22 related test plans and reports from other test agencies and aircraft/system prime contractors; prepare recommendations for possible inclusion in test planning to avoid duplication.
- c. Produce and implement a scheduling system for test crewmembers' and non-crewmembers' short and long term availability. This system shall verify and coordinate scheduled flight times, Manned Flight Simulator (MFS) training, meetings, travel, leave, and other appointments/obligations with pilots and crewmembers.
- d. Produce daily and weekly flight schedules for the V-22 aircraft, chase aircraft, and pilot proficiency flights for the government Lead Test Engineer on-site. The schedules will reflect current project requirements provided by the

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 10 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

V-22 Department Head, project officers, and flight test engineers in support of production testing. Schedules will provide detailed information on all support resources required to accomplish the intended flight test objectives and will include support aircraft, ranges, special ground support requirements, and items determined by the test to be performed. Provide recommendations to the V-22 Department Head when resource conflicts exist and provide prioritization/rescheduling for early flight schedule conflict resolution.

- e. Support analysis for V-22 unique flight envelope expansion such as shipboard compatibility.
- f. Provide engineering analysis and assessment services during the conduct of aircraft weapon system/electronics production test programs in those functional areas specified by the individual task order. These support services shall include the following:
  - (1) Collect test data in accordance with provided test plans and procedures;
  - (2) Document test data in accordance with provided formats and procedures;
  - (3) Reduce test data from laboratory, ground or flight events in accordance with provided procedures;
  - (4) Analyze test data, make recommendations and conclusions as to validity of results;
  - (5) Prepare draft reports of test results.
- g. Conduct analyses of flight and ground test data in accordance with approved follow-on test and evaluation (FOT&E) plans using NMCI provided hardware and software.
- h. Support planning for local and offsite test operations. Typical subtasks include:
  - (1) Reviewing current and future test organization requirements to support the program's development and acquisition schedules.
  - (2) Recommending transition plans.
  - (3) Preparing schedules, facility layouts and staffing plans using NMCI provided software.
  - (4) Drafting Memoranda of Agreements (MOA)/Memoranda of Understandings (MOU) and conducting site surveys to ensure offsite test facilities support approved Navy procedures for conducting ground and flight test operations.

### **3.1.4 V-22 Supportability –APN**

- a. Perform follow-on/engineering changes/correction of deficiencies development and production design analyses, reviews of V-22 platform and systems component designs to ensure compliance with specifications. Prepare technical data packages and proposed design changes as determined from these reviews.
- b. Independently review selected weapon system technical data packages to ensure accuracy, and completeness of the package. Assess drawing legends for proprietary rights. Provide recommendations for improvements as a result of those reviews and analyses.
- c. Conduct the verification and validation of new or modified support procedures and/or products.
- d. Support correction of support system products including Interactive Electronic Technical Manual (IETM) (accuracy and suitability) and Naval Air Training and Operating Procedures Standardization (NATOPS).

### **3.1.5 Program Management Support/Documentation –APN Funds**

- a. Support the HX-21 V-22 Test Team in the production of project documents such as schedules, milestone charts, technical reviews, management information reports, and procedural guides.
- b. Support the V-22 Test Team in the preparation of various financial estimates/submissions for the Program Master Plan, Statements of Work, etc.). This includes preparing documents and software for submitting plans, collecting

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 11 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and verifying the calculations on the forms, and producing a final consolidated plan for all submissions.

- c. Provide program management support for all test support procurements including receipt, central repository, cataloging and distribution of equipment/material.
- d. Coordinate with appropriate organizations and commands, including HX-21 work centers and NAWCAD, to ensure facilities, support equipment and vehicles are available to facilitate efficient test operations and maintenance evolutions in support of production testing.
- e. Provide program management support to enforce the security requirements of test complex, including coordinating visits and controlling access to V-22 Hangar 109 and associated warehouse facilities.

### **3.2 Research, Development, Test, and Evaluation (RDT&E) Support of New Systems –RDT&E Funds**

- a. Conduct studies and establish project tasking to ensure that Test and Evaluation Master Plans (TEMP) on aircraft or subsystems and equipment include the results of contractor technical evaluations, contractor demonstrations, and Developmental test and evaluation. If hardware or software deficiencies have been identified that require correction, further testing shall be identified and recommended for additional test scheduling.
- b. Prepare and/or update both unclassified and classified technical, scientific, and management reports and manuals to document test procedures and results for publication according to the NAVAIR RDT&E Report Writing Handbook.
- c. Research and evaluate V-22 unique flight envelope expansion such as shipboard compatibility.
- d. Provide design, development, and/or technical services during the conduct of aircraft weapon system/electronics Research and Development test programs in those functional areas specified by the individual task order. These support services shall include the following:
  - (1) Troubleshoot, maintain, and operate test equipment and facilities;
  - (2) Collect test data in accordance with provided test plans and procedures (included in this subtask are the monitoring of tests and demonstrations off-site or aboard ship);
  - (3) Document test data in accordance with provided formats and procedures;
  - (4) Reduce test data from laboratory, ground, or flight events in accordance with provided procedures;
  - (5) Analyze test data, make recommendations and conclusions as to validity of results; and
  - (6) Prepare draft reports of test results.
- e. Perform design analyses, studies and reviews of V-22 platform and systems component designs to ensure compliance with specifications. Prepare technical data packages and proposed design changes as determined from these reviews.

### **4.0 DELIVERABLES**

- a. Provide V-22 Monthly Funds and Man-Hour Expenditure Reports to be submitted in accordance with CDRL A001, DD Form 1423.
- b. Provide Contractor's Quarterly Tasking Report – V22 Quarterly Reports to be submitted in accordance with CDRL A002, DD Form 1423.
- c. Provide an Incurred Cost and Progress Reporting for Services Report – Invoice Support Reports to be submitted in accordance with CDRL A003, DD Form 1423
- d. Provide an Operations Security (OPSEC) Plan to be submitted in accordance with CDRL A004, DD Form 1423.

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 12 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## 5.0 PROGRAM SECURITY

- a. The highest level of classified access is Secret. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified and sensitive unclassified information in accordance with applicable security classification guides and security regulations. The Contractor shall control distribution of classified and sensitive unclassified information, documentary and electronic form, to persons with the applicable clearance and need to know. The contractor shall ensure that foreign nationals assigned to, or employed by the contractor be provided and access only the information that has been approved for their assigned duties by the appropriate disclosure authority.
- b. The Contractor shall provide OPSEC protection for all classified information (as defined by FAR 4.401) and sensitive information (as defined by Section 3 (d) (4) of PL 100-235 (101 Stat 1727), pursuant to National Security Decision Directive 298 of 22 January 1988, DFARS Clause 252.239-7016 “Telecommunications Security Equipment, Devices, Techniques, and Services,” and the current edition of DoD Manual 5220.22-M. In order to meet the requirement for OPSEC protection, the Contractor shall develop, implement, and maintain an up-to-date OPSEC program which is reflected in the OPSEC Plan. The contractor’s OPSEC Plan and Program shall ensure that OPSEC is actively practiced to deny critical information to any potential adversary. A successful OPSEC program will degrade the quality of the adversary’s decisions by hindering the ability of intelligence systems to gather critical information on friendly activities, capabilities, and intentions. The contractor will accomplish the following minimum requirements in support of Naval Air Systems Command (NAVAIR) OPSEC Program:
- (1) Determine Critical Information (CI) in accordance with DoD Manual 5205.02M (App 1 to Encl 3). CI includes those facts, which individually, or in the aggregate, reveal sensitive details about NAVAIR or the contractor’s security or operations related to the support or performance of this Statement of Work (SOW), and thus require a level of protection from adversarial collection or exploitation not normally afforded to unclassified information.
  - (2) Practice OPSEC and implement countermeasures to protect CI and other sensitive unclassified information and activities, especially those activities or information which could compromise classified information or operations, or degrade the planning and execution of military operations performed or supported by the contractor in support of the mission. Protection of CI will include the adherence to and execution of countermeasures which the contractor initiates or provided by NAVAIR, for CI on or related to the SOW.
  - (3) Sensitive But Unclassified (SBU) is that information marked FOR OFFICIAL USE ONLY (or FOUO), Controlled Unclassified Information (CUI), Privacy Act of 1974, COMPANY PROPRIETARY, and also information as identified by NAVAIR or NAVAIR Contracting Officer Security Representative (COR).
  - (4) The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified information and to control distribution of controlled unclassified information in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPO), and SECNAV M-5510.36. All Contractor facilities shall provide an appropriate means of storage for controlled unclassified information and materials.
  - (5) All controlled unclassified and classified technical information shall be appropriately marked with distribution statements as specified in DoDI 5230.24 (Distribution Statements on Technical Documents) <http://www.dtic.mil/whs/directives/corres/pdf/523024p.pdf>.
  - (6) For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoD Manual 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-17) available at [http://www.dtic.mil/whs/directives/corres/pdf/520001\\_vol4.pdf](http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf) and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at <http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>.
- c. Public Key Infrastructure: PKI encryption is the chosen compliant DoD standard for protecting Controlled Unclassified Information (CUI) during transmission. CUI encompasses For Official Use ONLY (FOUO) and Sensitive Information. Failure to encrypt CUI during electronic transmission is considered a security weakness and must be reported to the Program Security Manager via the Contractors responsible individual. The Contractor shall

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 13 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

require their personnel to adhere to the required PKI policies stated herein when transmitting CUI. The Contractor shall implement Department of Defense (DoD) PKI policy per DODI 8520.2. The Contractor shall obtain and utilize PKI certificates issued by approved External Certificate Authority (ECA), for the purposes of protecting all CUI. The Contractor shall utilize encryption via DoD PKI digital certificates on all e-mail messages containing CUI, and sensitive information, including but not limited to: For Official Use Only (FOUO) content, Privacy data, Contract Information, Unclassified Technical Data, Accountability information, Department of Defense (DoD) Sensitive But Unclassified (SBU), and e-mail that discusses any matter that may serve as an OPSEC indicator, per DoDI 8520.2. The Contractor shall utilize PKI when interacting with DoD PKI Enabled information systems; and accessing DoD sensitive information. Corporate affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference (in person or on phone) where contractor personnel are in attendance.

- d. Contractor identification (ID) badges will be issued by the Government to on-site contractor personnel. In accordance with NASPAXRIV Instruction 5510.15N, 31 October 2007, 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 CAC cards, are returned in accordance with instructions identified previously in this paragraph.
- e. Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the Secret level noted in the contract DD Form 254. The Contractor shall ensure that any new employees, prior to their starting, have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

## 6.0 MINIMUM PERSONNEL REQUIREMENTS

### DEFINITIONS

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

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

or 27 quarter hours of postgraduate study, were completed.

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

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

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

*experience and years of experience* –

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 14 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

a) When used in relation to requirements for past participation in professional work or employment activities, “experience” shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

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

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

*technical discipline* - when used in relation to educational or work experience requirements, “technical discipline” shall mean in the field of Engineering, Mathematics or Sciences.

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

## **6.1 Personnel**

### 6.1.1 Labor Category Qualifications

Allowable Substitutions:

- An additional four (4) years of experience may be substituted for an Associate of Arts/Associate of Science (AA/AS).
- An Associate’s Degree and four (4) years of experience may be substituted for a Bachelor of Art/Bachelor of Science (BA/BS) or an additional eight (8) years of experience may be substituted for a BA/BS.
- A Bachelor’s Degree and four (4) years of experience may be substituted for a Master of Arts/Master of Science (MA/MS).

Note: If Experience is authorized as an ‘alternative’ to a degree for a minimum Education degree; the additional experience shall be IN ADDITION TO the minimum experience required for that labor category. For example:

*Education: Bachelor’s Degree in Computer Science, Information Systems. An Associate’s Degree and four (4) years of experience may be substituted for a BA/BS, or an additional eight (8) years of experience may be substituted for a BA/BS.*



CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 15 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

*Experience: Must have a minimum of two (2) years experience*

The minimum requirement to meet this standard would be:

1. A Bachelor Degree PLUS 2 years experience;
2. AA degree AND a total of 6 years experience (4 years to meet education requirement PLUS 2 additional years to meet experience);
3. No Degree: Total experience would be 10 years (8 years to meet education requirement and 2 years to meet experience).

\*Denotes Key Personnel

**\*Program Manager**

**Education:** BS/BA degree in Management Administration or relevant technical discipline such as Engineering or other sciences. Allowable substitution: an AS/AA degree and an additional four (4) year of experience may be substituted for a BA/BS or an additional eight (8) years of experience may be substituted for the degree requirement.

**Experience:** At least fifteen (15) years of professional experience in the Defense acquisition, three (3) years of which must have been in the previous six (6) years, in support of Navy Acquisition management; and a minimum of three (3) years supervisory experience. Experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience managing different phases of weapon system acquisition. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

**Principal Duties:** Acts as the overall lead, manager and administrator for the contracted effort. Directs efforts of cross-competency team(s) at multiple locations. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Regularly briefs senior leadership on program status and milestones. Supervises contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.

**\*Systems Engineer**

**Education:** BS or BA degree in an Engineering/Science Field.

**Experience:** At least fifteen (15) years of experience in an Engineering/Science Field relating to aviation/aeronautics, [aerodynamics](#), [propulsion](#), [avionics](#), [materials science](#), [structural analysis](#) or [manufacturing](#), three (3) of which must be directly related to DoD weapons systems/equipment.

**Principal Duties:** Has programmatic or technical leadership roles in an organization identifying, formulating,

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 16 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

designing and/or testing practical solutions to engineering problems and guide the engineering development of modern complex systems; and to employ systems engineering methods and tools in the development of advanced complex systems, and when appropriate, conduct research in applied systems engineering to advance the field.

**\*Engineer**

**Education:** BS or BA degree in an Engineering/Science Field.

**Experience:** At least ten (10) years of experience in an Engineering/Science Field relating to aviation/aeronautics, [aerodynamics](#), [propulsion](#), [avionics](#), [materials science](#), [structural analysis](#) or [manufacturing](#).

**Principal Duties:** Performs tasks with little or no guidance. Has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems.

**\*Logistician III**

**Education:** BS or BA degree; Working towards Professional Logistics Certification. Allowable Substitution: An additional two (2) years of experience working in direct support of Defense life-cycle logistics can be substituted for the BS or BA degree.

**Experience:** At least six (6) years of experience in defense life-cycle (acquisition) logistics.

**Principal Duties:** Acts as a senior logistics support SME for the V-22 Test Program. Performs various tasks related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

**Subject Matter Expert (Test & Evaluation)**

**Education:** High School diploma or GED; Technical training in a technical discipline

**Experience:** At least eight (8) years of hands-on experience in one of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Demonstrated expertise in test support activities for a major weapons systems acquisition program.

**Principal Duties:** Applies expertise to support program development, project execution, strategic initiatives,

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 17 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

workforce development, or other technical and organizational tasks to support Test & Evaluation activities for the V-22 Program, including Environmental Impact Analysis and Flight Clearance Facilitation.

### **Program Analyst**

**Degree:** BS or BA degree in Business, Management or relevant technical discipline. Allowable substitution: An AA/AS degree and an additional four years of experience; or, an additional six (6) years of experience may be substituted for the BA/BS degree.

**Experience:** At least four (4) years of experience in program, technical or business analysis

**Principal Duties:** Possesses demonstrated knowledge and experience applying analytic methodologies and principles to address client needs. Applies analytic techniques in the evaluation of project objectives and contributes to the implementation of strategic direction. Performs analyst functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives.

### **Financial Analyst**

**Education:** BS or BA degree in a Business, Management, or relevant technical decision. Allowable substitution: an AA/AS degree and an additional four (4) years of experience; or, an additional eight (8) years of experience may be substituted for the BA/BS degree.

**Experience:** At least four (4) years financial management experience, two (2) of which must be within DoN. Financial management experience should include financial analysis of business programs, development of cost estimates, program status reports, and knowledge of DoD Federal Management Regulations (FMR), Federal Acquisition Regulation (FAR), PPBE process, and two years of DoN procurement policies and procedures.

**Principal Duties:** Provides financial and/or accounting support to V-22 Integrated Test Team. Performs managerial/cost accounting, budgeting, funding execution, manpower management, workload, acquisition, document management, system support, and financial analyses to provide efficient allocation and effective utilization of financial resources, making recommendations for improving operations, systems, and reporting. Utilizes Navy ERP to perform financial execution functions. Provides support with a variety of management activities, corporate initiatives, special projects, and data calls which could have significant impact on the organization and its business operations.

### **Junior Systems Analyst**

**Education:** BS or BA degree

**Experience:** At least one (1) year of experience in research and technical documentation preparation

**Principal Duties:** Performs research, preparation of system designs; and reviews and prepares system documents and specifications. Prepares technical reports, studies and documentation. Prepares and delivers presentations and participates in meetings. Makes recommendations in task areas. Performs tasks under supervision.

### **Junior Program Analyst**

**Education:** AS or AA degree. Allowable substitution: an additional four (4) years experience can be substituted for an AS or AA degree.

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 18 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**Experience:** At least two (2) years of experience in a business or technical position.

**Principal Duties:** Provides V-22 Integrated Test Team support and analysis. Participates in meetings and supports specified Program Integrated Product Teams (IPTs). Coordinates daily flight operations and prepares daily flight test schedules. Coordinates weekly schedules with tenant squadron and central scheduling. Schedules Patuxent River and Boeing Philadelphia Manned Flight Simulators. Attends meetings as required to support scheduling duties. Monitors and maintains flight records. Coordinates fuel support and SAR requests. Compiles pilot and crew chief flight time report, tracks flight crew members and non-crewmember training and currency reports. Tracks program/project status and schedules, takes minutes, prepares presentations, reports, studies, documentation. Performs tasks under supervision.

**Administrative Assistant**

**Education:** High School diploma or GED.

**Experience:** At least six (6) years experience in a customer and business oriented position.

**Principal Duties:** Applies knowledge of Microsoft Office software, demonstrated oral and written skills, and brief preparation. Performs tasks with little or no guidance. Independently conducts administrative and record keeping aspects of the operation/program to include calendar support, meeting minutes and scheduling. Applies knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records or directives. Prepares materials for meetings, etc.; reads regulations and directives and assists in preparing necessary briefing material related to such regulations and directives, prepares reports, summaries, or assists with replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc. Requests information needed from other offices for periodic or special conferences, reports, inquiries, etc. Interprets and adapts guidelines, including unwritten policies, precedents, and practices. Processes incoming visit requests to V-22 facilities. Develops and maintains a system for tracking procurement deliveries, including check in and delivery of all equipment and materials. Coordinates test and evaluation with HX-21 work centers and NAWCAD organizations to ensure availability of facilities, support equipment and services for efficient operations.

**7.0 TRAVEL**

- a. The Contractor may be required to travel in performance of this task order. Costs associated with travel and lodging shall be reimbursed in accordance with the Joint Travel Regulations (JTR). Travel may include general and administrative expenses, but shall not include profit.
- b. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Manager for each individual task and approved by the Contracting Officer Representative (COR) prior to the commencement of travel.
- c. Travel may include, but is not limited to, various Contractor facilities, Navy facilities, DOD facilities, other government agency offices (e.g. Federal Aviation Administration, test ranges, operational activities, project/program offices, and intelligence & support activities), simulation conferences, and seminars. The government may direct other travel as necessary to accomplish assigned tasking. Estimated annual travel requirements are as follows:

DESTINATION	NO. OF TRIPS	NO. OF PEOPLE	NO. OF DAYS
Norfolk, VA	4	1	2
USS Boat (estimate to be out of Norfolk)	2	1	10

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 19 of 59	FINAL
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## 8.0 GOVERNMENT FURNISHED PROPERTY AND SPACES

**“Effective 01 October 2015, the Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this contract/order. Coordination of these services is to be conducted through the COR. Disposition or transfer instructions of previously acquired NMCI assets will be provided by the PCO as appropriate.”**

Category	Govt Site - Pax River, MD	Govt Site - Lakehurst, NJ	Govt Site – New River, NC	Govt Spaces - at Prime Contractor Site, Amarillo, TX
*Program Manager	1.00			
*Systems Engineer	0.25			
*Engineer	2.00			
*Logistician III	3.00			
* Logistician III (New River)			2.00	
* Logistician III (Amarillo)				1.00
Subject Matter Expert (Test & Evaluation)	1.00			
Subject Matter Expert (Test & Evaluation) (Lakehurst)		1.00		
Program Analyst	2.00			
Financial Analyst	1.00			
Financial Analyst (New River)			1.00	
Junior Systems Analyst	1.00			
Junior Program Analyst	1.00			
Administrative Assistant	2.00			
<b>TOTAL (FTE)</b>	<b>14.25</b>	<b>1.00</b>	<b>3.00</b>	<b>1.00</b>

a. Tasking described in this SOW will require on-site support at Patuxent River MD, Lakehurst NJ, Amarillo TX and Jacksonville NC. The Government will provide on-site government spaces to include access to a desk, phone, fax machine, copier and scanner.

**b. This contract requires the use of Department of Navy (DoN) Information Technology (IT) resources by contractor personnel. Such DoN IT resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC), Contract #N00039-10-D-0010, clause H-3 “Ordering”. The Government will reimburse the Contractor for NMCI costs as an Other Direct Cost (ODC).\*\*\*This Clause is suspended as of 01 October 2015\*\*\***

c. Access to specialized laboratory spaces, equipment, and computer facilities will be available to the contractor, on a not to interference basis, in supporting the requirements of the SOW. During integration tests, the contractor shall schedule for access to the laboratory as required.

d. The Contractor shall have access to shop tools, spare parts, and test equipment, as well as any existing documents, drawings or databases required to perform tasking in this order.

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 20 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

e. 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.

## **9.0 NON-DISCLOSURE AGREEMENTS**

a. 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.

b. 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 use, modify, reproduce, release, perform, display, and 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.

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

## **10.0 PERFORMANCE METRICS**

Quality is measured by the utilization of approved standard operating procedures and a comprehensive understanding and communication of required tasks. Timeliness is measured by the on-time completion of program objectives, test events, and deliverables. Both quality and timeliness are measured by customer feedback, both formal and informal. Additionally, timeliness is measured by responsiveness of the Program Manager to the assignment of new tasks. An evaluation and reporting process is provided in the Surveillance Activity Checklist provided as an attachment to this task order in Section J.

## **11.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER APPLICATION (ECMRA)**

11.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAWCAD via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

## **11RA HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 21 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required, or will be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Task Order Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Task Order Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### **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 NAS Patuxent River MD, NAWC Lakehurst NJ, MCAS New River (Jacksonville) NC and the prime contractor facility in Amarillo TX. 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 website located at <http://basics.navair.navy.mil> 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 as shown in Exhibit A, CDRL A002. All losses are to have the permanent badges returned to NAS Patuxent River, MD Pass and ID Office on the last day of the individual's task requirement.

#### **5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)(NAVAIR) (SEP 2012)**

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 22 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (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. The form and instructions for processing the SAAR-N form are available at: [NAVAIR Contractor Forms \(http://www.cnrc.navy.mil/publications/Forms/OPNAV\\_5239\\_14\\_SAAR\\_N.pdf\)](http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf).
- (b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO 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 designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the [NAVAIR\\_SAAR.fct@navy.mil](mailto: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 Information Assurance training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC 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 or revoked.
- (d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.





CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 24 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

Items 7000, 7001, 7010, Option Items 7100, 7101, 7110, Items 7200, 7201, 7210, Items 7300, 7301, 7310, and Items 7400, 7401, 7410 - Services accepted via Exhibit (A) Contract Data Requirements Lists (CDRLs), Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with section J.

Items 7020, Options 7120, 7220, 7320, and 7420 – Inspection and acceptance shall be in an accordance with the Exhibit (A) DD Form 1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

### 11RA INSPECTION AND ACCEPTANCE TERMS

Clauses incorporated by reference only:

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

Clauses Incorporated by Full Text:

#### **5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by COR/ACOR.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

#### **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.

\*Note: For the purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO"

#### **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) COR Name: [REDACTED]  
Activity: PMA-275 CV-22 Joint Program Office (JPO)  
Address: [REDACTED], Patuxent River, MD 20670  
Phone: [REDACTED]

(c) When performance is at a Government site, the contractor's representative shall contact the Government

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 25 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 26 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	12/1/2014 - 11/30/2015
7001	12/1/2014 - 11/30/2015
7010	12/1/2014 - 11/30/2015
7100	12/1/2015 - 11/30/2016
7101	12/1/2015 - 11/30/2016
7200	12/1/2016 - 11/30/2017
7201	12/1/2016 - 11/30/2017
9000	12/1/2014 - 11/30/2015
9001	12/1/2014 - 11/30/2015
9010	12/1/2014 - 11/30/2015
9050	12/1/2014 - 11/30/2015
9100	12/1/2015 - 11/30/2016
9101	12/1/2015 - 11/30/2016
9200	12/1/2016 - 11/30/2017

### CLIN - DELIVERIES OR PERFORMANCE

The period of performance for base period is as follows:

7000	12/1/2014 - 11/30/2015
7001	12/1/2014 - 11/30/2015
7010	12/1/2014 - 11/30/2015
9000	12/1/2014 - 11/30/2015
9001	12/1/2014 - 11/30/2015
9050	12/1/2014 - 11/30/2015

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

7100	12/1/2015 - 11/30/2016
7101	12/1/2015 - 11/30/2016
7110	12/1/2015 - 11/30/2016
7200	12/1/2016 - 11/30/2017
7201	12/1/2016 - 11/30/2017
7210	12/1/2016 - 11/30/2017
7300	12/1/2017 - 11/30/2018

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 27 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7301	12/1/2017 - 11/30/2018
7310	12/1/2017 - 11/30/2018
7400	12/1/2018 - 11/30/2019
7401	12/1/2018 - 11/30/2019
7410	12/1/2018 - 11/30/2019
9100	12/1/2015 - 11/30/2016
9101	12/1/2015 - 11/30/2016
9150	12/1/2015 - 11/30/2016
9200	12/1/2016 - 11/30/2017
9201	12/1/2016 - 10/30/2017
9250	12/1/2016 - 11/30/2017
9300	12/1/2017 - 11/30/2018
9301	12/1/2017 - 11/30/2018
9350	12/1/2017 - 11/30/2018
9400	12/1/2018 - 11/30/2019
9401	12/1/2018 - 11/30/2019
9450	12/1/2018 - 11/30/2019

#### **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 (A001-A004), attached hereto, and the following:

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

(1) PCO, Naval Air Systems Command (AIR 2.5.1.10)  
21983 Bundy Road, Bldg 441  
Patuxent River, MD 20670-1547

Program Office: PMA-275  
CONTRACT NO. : TBD  
DELIVERY ORDER NO.: TBD

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

(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

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 28 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

all technical data and information at no additional cost to the Government.

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

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

Program Office: PMA-275 COR: [REDACTED]  
 Naval Air Systems Command  
 [REDACTED]  
 Patuxent River, MD 20670

Note: For the purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO".

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

ESTIMATED FULL TIME EQUIVALENT (FTE)

The services to be performed herein shall be performed at:

Place of performance	Base Period	Option Period I	Option Period II	Option Period III	Option Period IV
Naval Air Station, Patuxent River, MD (Gov't Site)	14.25	14.25	14.25	14.25	14.25
Marine Corps Air Station, New River, NC	3.00	3.00	3.00	3.00	3.00
Naval Air Warfare Center, Lakehurst, NJ	1.00	1.00	1.00	1.00	1.00
Bell Helicopter Production Facility, Amarillo, TX	1.00	1.00	1.00	1.00	1.00

Historically the following labor categories are performed at the below site:

Labor Category	LOCATION			
	Govt Site - Pax River, MD	Govt Site - Lakehurst, NJ	Govt Site - New River, NC	Govt Spaces - at Prime Contractor Site, Amarillo, TX
*Program Manager	1.00			
*Systems Engineer	0.25			
*Engineer	2.00			
*Logistician III	3.00			
* Logistician III (New River)			2.00	
* Logistician III (Amarillo)				1.00

Subject Matter Expert (Test & Evaluation)	1.00			
Subject Matter Expert (Test & Evaluation) (Lakehurst)		1.00		
Program Analyst	2.00			
Financial Analyst	1.00			
Financial Analyst (New River)			1.00	
Junior Systems Analyst	1.00			
Junior Program Analyst	1.00			
Administrative Assistant	2.00			
<b>TOTAL (FTE)</b>	<b>14.25</b>	<b>1.00</b>	<b>3.00</b>	<b>1.00</b>

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 30 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization “Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF). “Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration

at <https://www.acquisition.gov>; and

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s): Cost Voucher

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

NAVAIR PMA-275

Patuxent River, MD 20670, DODAAC: N00019

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

Routing Data Table\*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC: TBD

Issue By DoDAAC: N00421

Admin DoDAAC: TBD

Inspect By DoDAAC: N00019



CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 31 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Ship To Code: N00019

Ship From Code: N/A

Mark For Code: N00019

Service Approver (DoDAAC): N00019

Service Acceptor (DoDAAC): N00019

Accept at Other DoDAAC: N/A

LPO DoDAAC: N/A

DCAA Auditor DoDAAC: TBD

Other DoDAAC(s): N/A

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

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

COR: [REDACTED]

(g) WAWF point of contact.

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

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

**252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)**

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (SEP2012)**

(a) The Contracting Officer has designated [REDACTED]

PMA-275 CV-22 Joint Program Office [REDACTED], Patuxent River, MD 20670

Code 5.1.1.7, (301) 757-0280 as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

1. Review and evaluate contractors' proposals under Subpart 15.4 and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations to that officer.
2. Perform property administration (see Part 45).
3. When contractors request Government property—

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 32 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (i) Evaluate the contractor's requests for Government property and for changes to existing Government property and provide appropriate recommendations to the contracting officer;
  - (ii) Ensure required screening of Government property before acquisition by the contractor;
  - (iii) Evaluate the use of Government property on a non-interference basis in accordance with the clause at 52.245-9, Use and Charges;
  - (iv) Ensure payment by the contractor of any rental due; and
  - (v) Modify contracts to reflect the addition of Government-furnished property and ensure appropriate consideration.
4. Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules.
  5. Ensure contractor compliance with contractual quality assurance requirements (see Part 46).
  6. Ensure contractor compliance with contractual safety requirements.
  7. Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
  8. Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.
  9. Report to the contracting office any inadequacies noted in specifications.
  10. Perform engineering analyses of contractor cost proposals.
  11. Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
  12. Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
  13. Evaluate and monitor the contractor's procedures for complying with procedures regarding restrictive markings on data.
  14. Maintain surveillance of flight operations.
  15. Ensure timely submission of required reports.
  16. Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.
  17. Deobligate excess funds after final price determination.
- (b) Communicate with the PCO regarding task order performance. The effective period of the COR designation is 01 December 2014 to 30 November 2019.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

- (a) Contract Administration Office.

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

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 33 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

(a) Contract Administration Office.

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

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

<b>Functions Retained</b>	<b>Retained for Performance By:</b>
3. Conduct Post-award functions	PCO
4. Review and evaluate contractor's proposal	PCO,COR, and requiring activity
10. Attempt to resolve controversies using ADR procedures	PCO
24. Negotiate and execute documents for termination by convenience	PCO
27. Perform property administration	COR
30. (i) through (v) - Property Management duties	COR
30. Modify contracts to reflect addition of Government - Furnished property	PCO
31. Perform production support, surveillance, and status reporting	COR
34. Monitor contract labor relations	PCO
38. Ensure contractor compliance with contractual quality assurance requirements	COR
39. Ensure contractor compliance with contractual safety requirements	PCO,COR, and requiring activity
40. Perform engineering surveillance	COR
41. Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems	COR
43. Report to the contracting office any inadequacies noted in specifications	COR
44. Perform engineering analyses of contractor cost proposals	COR
45. Review and analyze contractor-proposed engineering and design studies	COR
47. Assist in evaluating/recommending acceptance of waiver/deviation requests	COR
48. Evaluate monitor the contractor's procedures for complying with procedures	COR
51. Consent to placement of subcontractors	PCO
56. Maintain surveillance of flight operations	COR
58. Ensure timely submission of required reports	COR
59. Issue administrative changes, error corrections, etc.	PCO

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 34 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

67. Support the program office for review, status, and problem resolution	PCO,COR, and requiring activity
70. Deobligate excess funds after final price determination.	PCO,COR, and requiring activity

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
(1) Negotiate or execute supplemental agreements incorporating contract proposals resulting from change order	PCO
(4) Negotiate or execute supplemental agreements providing for de-obligation of unexpected dollar balances considered excess	PCO
(6) Negotiate changes to interim billing prices	PCO

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

#### **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 192,000 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 13,731 hours per month. 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

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 35 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:  $\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$  or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

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

#### **5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline

item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

\$1,878,550.05

ITEM(S)	ALLOTTED TO COST (\$)	ALLOTTED FEE	ESTIMATED PERIOD OF PERFORMANCE	—	—	Total (\$)
7000	██████████	██████████	12/1/2014-11/30/2015	—	—	██████████
7001	██████████	██████████	12/1/2014-11/30/2015	—	—	██████████
*7100	██████████	██████████	12/1/2015-11/30/2016	—	—	██████████
7101	██████████	██████████	12/1/2015-11/30/2016	—	—	██████████
9101	██████████					
7200	██████████	██████████	12/1/2016-11/30/2017			██████████
7201	██████████	██████████	12/1/2016-11/30/2017			██████████
9200	██████████		12/1/2016-11/30/2017			██████████
*9100	██████████					██████████

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

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

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

\* SEE ATTACHMENT J4 TASK ORDER CEILING SPREADSHEET (TBD)

**5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES**

(NAVAIR)(DEC 2012)

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 37 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

submit the required data in accordance with the contract CDRL A003. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government. General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A003. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment [insert appropriate contract attachment number] shall be utilized as required herein and attached to the report.

(a) Incurred Costs:

(1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment J7.

(2) Labor: Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment J7. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) Other Direct Costs (ODCs), including Travel and Material: Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment J7. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Saving Clause."

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

**5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)**

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

**252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)**

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated

with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same

proportion as the amount of funding obligated for each ACRN within the fiscal year.

Accounting Data

SLINID PR Number

Amount

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 38 of 59	FINAL
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700001 1300406826-0001 [REDACTED]  
 LLA :  
 [REDACTED]  
 CIN: 130040682600002 [REDACTED]

900001 1300406826-0001 [REDACTED]  
 LLA :  
 [REDACTED]  
 CIN: 130040682600002 [REDACTED]

905001 1300406826-0001 [REDACTED]  
 LLA :  
 [REDACTED]  
 CIN: 130040682600002 [REDACTED]

BASE Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 02

700002 1300406826-0002 [REDACTED]  
 LLA :  
 [REDACTED]  
 CIN: 130040682600003

700101 1300406826-0002 [REDACTED]  
 LLA :  
 [REDACTED]  
 CIN: 130040682600004

MOD 02 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 04

710001 1300534367 [REDACTED]  
 LLA :  
 [REDACTED] [REDACTED]  
 CIN: 130053436700002

710101 1300534367 [REDACTED]  
 LLA :  
 [REDACTED]  
 CIN: 130053436700001

905001 1300406826-0001 [REDACTED]  
 LLA :  
 [REDACTED]  
 CIN: 130040682600002 [REDACTED]

910001 1300534367 [REDACTED]  
 LLA :  
 [REDACTED] [REDACTED]  
 CIN: 130053436700003

MOD 04 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]  
 Cumulative Funding [REDACTED]



CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 39 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 06

710002 1300534367-0001

LLA : [REDACTED]

COST CODE: [REDACTED]  
CIN: 13005343670003

MOD 06 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 07

720001 1300604972

LLA : [REDACTED]

COST CODE: [REDACTED]  
CIN: 130060497200001

720101 1300604972

LLA : [REDACTED]

COST CODE: [REDACTED]  
CIN:130060497200002

9200 1300604972

LLA : [REDACTED]

COST CODE: [REDACTED]  
CIN 130060497200001

MOD 07 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 08 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 09

710102 1300534367-0003

LLA : [REDACTED]

COST CODE: [REDACTED]  
CIN: 130053436700005

MOD 09 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 10

720002 1300604972-0001

LLA : [REDACTED]

CIN: 130060497200003

MOD 10 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 11 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 12

710002 1300534367-0001

LLA : [REDACTED]

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 40 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[REDACTED] [REDACTED]  
COST CODE: [REDACTED]  
CIN: 13005343670003

910001 1300534367 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] [REDACTED]  
CIN: 130053436700003

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13  
720002 1300604972-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED]  
CIN: 130060497200003  
CIN: 130060497200004

MOD 13 Funding [REDACTED]  
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 41 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

· NAVAIR Clause 5252.237-9503 Ordering Procedures for Navy Marine Corps Intranet (NMCI) and the associated Attachment J6 are hereby suspended from use under this contract/order effective 1 October 2015.

· NAVAIR Clause 5252.245-9500 Government Property for the Performance of this Contract (May 2013) – Paragraph (a)(2) is updated as follows:

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

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter “NONE”. ]

Nomenclature/ Description	Part/Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost	
NMCI Services provided for off-site contractors – As noted in the Navy NET System. (The list specific to the order/contract can be obtained by the COR from the designated NMCI POC or AIR 7.2.)							

### H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (February 2011)(AIR-2.5.1)

(a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 5 years in duration.

(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 anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 42 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

the task order.

(e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.

(f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

**H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL**

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the Seaport Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.

2. In addition, the Contractor agrees to assign to the Task Order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.

3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- an explanation of the circumstances necessitating the substitution;
- a complete resume of the proposed substitute; and
- any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**H-22 BURDENED LABOR RATE**

The contractor's fully burdened labor rates for the base year and for each option year, as proposed in Attachment P-7

Fully Burdened Labor Rates, shall be incorporated by reference into this task order.

(a) The executed fully burdened labor rate per hour shall not exceed the proposed fully burdened hourly rate, during

the performance of this task order, unless authorized in writing by the Contracting Officer.

(b) Furthermore, unless otherwise authorized in writing by the Contracting Officer, the fully burdened labor rates authorized under this task order shall not exceed the established fully burdened functional labor rates as defined herein. The established fully burdened annualized and/or hourly labor rate identified below (otherwise referred to as

tripwires) are identified by functional labor areas and are applicable to this task order.

Functional Labor Area	Solicitation Labor Category	*Fully Burdened Annualized Labor	Fully Burdened Annualized Labor
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		Rate Tripwire	Rate Tripwire
		(\$/WY)	(\$/HR)
<b>Program Management</b>	Program Manager	■	■
	Program Analyst		
	Junior Program Analyst		
<b>Engineer</b>	System Engineer	■	■
	Engineer		
	Subject Matter Expert (T&E)		
	Junior System Analyst		
<b>Logistics</b>	Logistician III	■	■
<b>Business</b>	Financial Analyst	■	■
<b>Administrative</b>	Administrative Analyst	■	■

*\*A "Fully Burdened Annualized Labor Rate" is calculated by taking the fully burdened labor rate per hour (inclusive of fee), and multiplying that figure by 1,920 hours. The fully burdened labor cost for any proposed subcontractor labor will be calculated in a similar manner and will also be inclusive of all pass-through costs being applied by the prime.*

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment J1 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) "Non-developmental 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).

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 44 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(5) “Advisory and Assistance Services” (AAS) as defined in FAR 2.101.

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

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

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

(9) “Interest” means organizational or financial interest.

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

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 3 years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering non-developmental 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 3 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 45 of 59	FINAL
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objectivity to protect the Government's interests. (FAR 9.505-3)

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

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 3 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the 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;

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 46 of 59	FINAL
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- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

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

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

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

**5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)**

(a) General. 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.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:



CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 47 of 59	FINAL
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(1) The Contractor shall provide the Contracting Officer's Representative (COR) a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The COR will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor and the Procuring Contracting Officer.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) 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.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

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

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

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

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the

Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

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

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

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 48 of 59	FINAL
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(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

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

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

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

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

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

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

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

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

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

**5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN1992)**

(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.

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 49 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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:

[REDACTED]

AIR 2.5.1.13.3

[REDACTED]

[REDACTED]

Naval Air Warfare Center Aircraft Division

[REDACTED]

Patuxent River, MD 20670

**5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)  
(OCT2005)**

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

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

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

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

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

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 50 of 59	FINAL
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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)".

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

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

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

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable. "Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures. "Non-public information" means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public. "Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 51 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

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

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

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

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

(b) Requirements. The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

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

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee’s personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 52 of 59	FINAL
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the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

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

(1) That exceed \$150,000; and

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 53 of 59	FINAL
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(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

**5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)**

The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.TM

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navair.navy.mil/>.

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

**5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (MAY 2012) \*\*\*\*\*This Clause is suspended as of 01 October 2015.\*\*\*\*\***

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 54 of 59	FINAL
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## SECTION I CONTRACT CLAUSES

CONTRACT CLAUSES IN SECTION I IN THE CONTRACTOR'S BASIC SEAPORT-E IDIQ ARE INCORPORATED INTO TASK ORDER BY REFERENCE.

**The following Clauses are incorporated by reference:**

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

**52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

**252-227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (FEB2012)**

**52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (NOV 2011)**

(a) Definitions. As used in this clause—

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

- (1) Planning acquisition.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluation contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejection contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable. “Covered employee” means as individual who performs an acquisition function closely associated with inherently governmental functions and is--

(1) An employee of the contractor; or

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

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

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public. “Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (a de minimis interest that would not “ impair the employee's ability to act impartially and in the best interest of the Government” is not covered under this definition.)

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



CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 55 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

(iii) Gifts, including travel.

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

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure or interests that might be affected by the task to which the employee has been assigned as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business);

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 56 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use of a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or Waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or termination the applicable subcontract.

(d) Subcontractor flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

## **52.216-1 TYPE OF CONTRACT (APR 1984)**

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 57 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The Government contemplates award of a cost-plus-fix-fee (CPFF) contract resulting from this solicitation.

**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 15 days at the end of the contract.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

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

**52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)**

- (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) Applicability. This clause applies only to—
  - (1) Contracts that have been totally set aside or reserved for small business concerns; and
  - (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) 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.
- (d) 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.

**52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Applicability. This clause applies only to—
  - (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
  - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 58 of 59	FINAL
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(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) 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.

CONTRACT NO. N00178-14-D-7782	DELIVERY ORDER NO. N00178-14-D-7782-M801	AMENDMENT/MODIFICATION NO. 13	PAGE 59 of 59	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - Contract Data Requirements Lists (CDRL) A001-A004

Attachment P7 Fully Burdened Labor Rates

Attachment J1 - Organizational Conflict of Interest List IAW Clause 5252.209-9510

Attachment J2 - COR Appointment Letter

Attachment J3 - Surveillance Activity Checklist

Attachment J4 - Task Order Ceiling Spreadsheet (Base Year)

Attachment J5 - DD254 Contract Security Classification Specification

Attachment J6 - NAVAIR Process and Procedures for DFC Requiring NMCI Access

Attachment J7 - Incurred Cost Progress Reporting For Services