

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-05-D-4201	2. DELIVERY ORDER NO. M801	3. EFFECTIVE DATE 12/01/2007	4. PURCHASE REQUEST NO. N00421-07-NR-55475
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5. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 victoria.thompson@navy.mil 301-757-6522	CODE N00421	6. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A
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7. CONTRACTOR Ausley Associates, Inc. 46611 Corporate Drive, Suite 101 Lexington Park MD 20653-1954	CODE 1CXT4	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213	CODE HQ0338
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Ausley Associates,  
Inc.

Paul Ausley  
President

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA  
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
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See the Following Pages

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: MICHAEL D MUMFORD CONTRACTING/ORDERING OFFICER	11/29/2007	22. TOTAL \$25,918,959.96
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 3 of 51
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Block 5: Contract Specialist, Vikki Thompson

Code: AIR-2.5.1.8.2.1

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(1) This acquisition is applicable to Zone 2, National Capital.

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(2) This task order is issued in accordance with the terms and conditions of contract N000178-05-D-4201. Only clauses and provisions requiring fill-ins, or unique to the task order have been included in full text in the task order.

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(3) The task order is for a total performance period of five years, inclusive of all options.

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(4) Funding for each CLIN will be added at the SubCLIN (SLIN) level.

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(5) Any support after **01 April 2009** is contingent upon the exercise of the award term option under the basic contract.

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**(6) The Contractor is not permitted to access any classified information until a final DD254 has been incorporated as an attachment.**

**(7) Reference Documents: The following documents are hereby incorporated by reference as part of this task order and shall be adhered to by the contractor:**

**Ausley documents from proposal in response to solicitation N00024-07-R-3511:  
Personnel Qualifications  
Management Plan**

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 4 of 51
----------------------------------	----------------------------	-----------------

**Transition Plan  
Implementation Plan**

**(8) Note: For purposes of this task order, the term "Task Order Manager" is considered synonymous with the term "Contracting Officer's Representative".**

**(9) With respect to CLINs 1100 and 3100, funding is only being provided at this time for BAMS support. The contractor is not authorized to provide support of any other SOW tasking until additional funding is provided via a task order modification.**

(10) The Contract Line Item Number (CLIN) structure and Ceiling Values associated to this Task Order are as follows:

CLIN	Period of Performance	Dates of Performance	Total Value of CLINs during Period of Performance
<b>CPFF Services:</b>			
1100	Base	December 1, 2007 – November 30, 2008	
1200	Option I	December 1, 2008 – November 30, 2009	
4300	Option II	December 1, 2009 – November 30, 2010	
4400	Option III	December 1, 2010 – November 30, 2011	
4500	Option IV	December 1, 2011 – November 30, 2012	
		Subtotal of CPFF Services:	
<b>FFP Services</b>			
2100	Base	December 1, 2007 – November 30, 2008	
2200	Option I	December 1, 2008 – November 30, 2009	
5300	Option II	December 1, 2009 – November 30, 2010	
5400	Option III	December 1, 2010 – November 30, 2011	
5500	Option IV	December 1, 2011 – November 30, 2012	
		Subtotal of FFP Services:	
<b>ODCs</b>			
3100	Base	December 1, 2007 – November 30, 2008	
3200	Option I	December 1, 2008 – November 30, 2009	
6300	Option II	December 1, 2009 – November 30, 2010	
6400	Option III	December 1, 2010 – November 30, 2011	
6500	Option IV	December 1, 2011 – November 30, 2012	
		Subtotal of ODCs:	
		<b>Grand Total of Services and ODCs</b>	

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 5 of 51
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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **SECTION C – DESCRIPTIONS AND SPECIFICATIONS**

**Note: All the provisions and clauses of Section C of the basic Seaport-e multiple award contract apply to this task order, unless otherwise specified in the task order.**

#### **UNMANNED AIRCRAFT SYSTEMS (UAS)**

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

### **1.0 INTRODUCTION**

This statement of work (SOW) defines the tasks to be performed by the vendor in providing program management services necessary to support Navy and Marine Corps Unmanned Air Systems (UAS) program offices.

### **2.0 SCOPE OF WORK**

This is a Performance-Based, Firm-Fixed-Price (FFP) and Cost-Plus-Fixed-Fee (CPFF) contract. Multiple programs are supported by this task order. The effort to support these programs is outlined below and aligned by SLIN for tracking and billing purposes. The contractor shall provide program management and administrative support services to the IPTs through all acquisition phases of naval aircraft, including research, design, development, and engineering; procurement; test and evaluation (T&E); training facilities and equipment; repair and modifications; and in-service engineering and logistics support. The contractor shall provide personnel with the required levels of experience and qualifications to support the program management and administrative support services of this task order as defined under 3.0 Requirements.

Navy and Marine Corps UASs provide Maritime and Littoral Intelligence, Surveillance, and Reconnaissance (ISR) capabilities to operational U.S. Naval Forces. The program offices supported by this requirement are responsible for managing all efforts related to the development, test, evaluation, acquisition, production, maintenance, technical documentation, and logistics support for these systems. These systems include: Vertical Take-off and Landing Unmanned Air Vehicle (VTUAV); Broad Area Maritime Surveillance (BAMS) UAS; Marine Corps Tactical UAS (MCTUAS); Small Tactical UAS (STUAS); Tier I/II/III UAS; Tactical Control System (TCS); UAV Concept of Operations (CONOPS); and Global Hawk Maritime Demonstration (GHMD).

### **3.0 REQUIREMENTS**

The SOW for this task order is laid out in paragraph format in CLIN/SubCLIN order to facilitate tracking and task identification. General Support Requirements will be addressed initially, and then program specific tasks will be stated. The contractor will perform tasks to support the Unmanned Air System (UAS) Integrated Product Teams (IPT)

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 6 of 51
----------------------------------	----------------------------	-----------------

in various stages of their acquisition life cycle, from development to sustainment.

Technical support tasks, documentation and products shall be provided in accordance with the SOW.

### 3.1 **General Support Requirements**

3.1.1 **Electronic Capabilities.** The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government IT environment through the security classification of Top Secret. Current environment is as follows:

Microsoft Windows NT/2000/XP

Microsoft Project 2000

Microsoft Office 2000/XP

Microsoft Excel 2000

Microsoft Word for Windows 2000

Microsoft PowerPoint 2000

3.1.2 **Graphics Capabilities.** The Contractor shall assemble, organize, and edit technical material for presentations.

3.1.3 **Documentation.** The Contractor shall provide technical recommendations for program documentation in accordance with DOD 5000.2 and DOD 5000.2R.

3.1.4 **Meetings.** When specified by the customer, the Contractor shall attend meetings in an advisory capacity to the program office and maintain minutes, which shall include a summary of agenda items, discussions and action items.

3.1.5 **Facilities.** Approximately 70 percent of work will be performed at Government site and 30 percent of work to be performed at Contractor site. The Contractor shall locate and secure conference room facilities for conducting meetings at the classification level of Secret.

3.2 **Security.** Only U.S. citizens may perform under this contract. The level of clearance required to perform some tasking under this contract is up to and including Top Secret (TS). The Contractor shall locate and secure conference room facilities for conducting meetings at the classification level of Secret.

## 4.0 **LABOR (1100, 1200, 4300, 4400, 4500)**

### 4.1 **CPFF - Tactical Control System (TCS) Labor:**

4.1.1 TCS provides a full range of scaleable Unmanned Air System (UAS) capabilities from passive receipt of air

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 7 of 51
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vehicle and payload data to full air vehicle and payload command and control. TCS offers the war fighter a common core operating environment to simultaneously receive, process, and disseminate UAV data from different UAS types for reconnaissance, surveillance, and combat assessment.

4.1.2 TCS provides UAS command, control and processing from land and sea based ground control stations. TCS development continues to meet the updated VTUAV Operational Requirements Document (ORD) and add key technologies that will be used by UAS.

4.1.3 TCS maximizes the use of contractor and off-the shelf hardware and software whenever possible. TCS software is interoperable, and is compliant with the OSD Command and Control, Communications, Intelligence (C3I) Joint Technical Architecture (JTA), and Distributed Common Ground System (DCGS) standards.

4.1.4 The Contractor shall provide program/project support; technical, configuration, and design review; production, and acquisition support for the TCS integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

4.1.5 **RDTE Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.1.6 Provide acquisition support services, to include analyses of projected and actual weapon systems costs for completion of TCS development, test and integration efforts and potential product improvement initiatives; and strategies to support each alternative.

4.1.7 Perform affordability analyses for various acquisition strategies in support of the TCS program.

4.1.8 Perform acquisition support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints in support of the TCS program, to include evaluating the development/integration status on each individual system.

4.1.9 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the TCS program in balancing mission requirements, system constraints, performance, and configuration management, and provide technical input to support the preparation or revision of related acquisition documentation.

4.1.10 Collect, compile and analyze project and cost data for TCS program engineering/logistics/ test instrumentation for developmental testing for incorporation into team work plans, data calls, and supporting financial documentation.

4.1.11 Analyze/evaluate existing TCS program systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDTE systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

4.1.12 Provide systems engineering, independent assessments, data and recommendations for the TCS program.

4.1.13 Evaluate technical directives for applicability to the TCS program. Recommend, review, and evaluate TCS

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 8 of 51
----------------------------------	----------------------------	-----------------

program documentation for technical accuracy. Provide analysis and technical advice to program office on matters relating to the TCS programs.

4.1.14 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the TCS program. Provide technical analysis and input to produce CJCI 6212.01 Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into TCS requirements, Information Support Plans (ISP), and engineering processes.

4.2 **CPFF - Vertical Take-off and Landing Tactical Unmanned Aerial Vehicle (VTUAV) Labor:**

4.2.1 VTUAV provides real-time and non-real-time Intelligence, Surveillance and Reconnaissance (ISR) data to tactical users without the use of manned aircraft or reliance on limited joint theater or national assets. The baseline VTUAV can accomplish missions including over-the-horizon tactical reconnaissance, classification, targeting and laser designation and battle management (including communications relay). The VTUAV launches and recovers vertically, and can operate from air capable ships, as well as confined area land bases. Other characteristics include autonomous air vehicle launch and recovery, autonomous waypoint navigation with command override capability, and the incorporation of an electro-optical/infrared/laser designator-laser range finder modular mission payload.

4.2.2 Interoperability is achieved through the use of the Tactical Control System (TCS) software in the ground control station, and through the use of the Tactical Common Data Link (TCDL). The data from the VTUAV will be provided through standard DoD Command, Control, Communications, Computers and Intelligence Surveillance, and Reconnaissance (C4ISR) system architectures and protocols.

4.2.3 The Contractor shall provide program/project support; technical, configuration, and design review; production, and acquisition support for the VTUAV integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

4.2.4 **RDTE Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.2.5 Provide acquisition support services, to include analyses of projected and actual weapon systems costs for completion of TCS development, test and integration efforts and potential product improvement initiatives; and strategies to support each alternative.

4.2.6 Perform affordability analyses for various acquisition strategies in support of the VTUAV program.

4.2.7 Perform acquisition support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints in support of the VTUAV program, to include evaluating the development/integration status on each individual system.

4.2.8 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the VTUAV program in balancing mission requirements, system constraints,

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 9 of 51
----------------------------------	----------------------------	-----------------

performance, and configuration management, and provide technical input to support the preparation or revision of related acquisition documentation.

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4.2.9 Collect, compile and analyze project, and cost data for VTUAV program engineering/logistics/test instrumentation for developmental testing for incorporation into team work plans, data calls, and supporting financial documentation.

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4.2.10 Analyze/evaluate existing VTUAV program systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDTE systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

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4.2.11 Provide systems engineering, independent assessments, data and recommendations for the VTUAV program.

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4.2.12 Evaluate technical directives for applicability to the VTUAV program. Recommend, review, and evaluate VTUAV program documentation for technical accuracy. Provide analysis and technical advice to program office on matters relating to the VTUAV programs.

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4.2.13 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the VTUAV program. Provide technical analysis and input to produce CJCI 6212.01 Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into VTUAV requirements, Information Support Plans (ISP), and engineering processes.

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4.2.14 **APN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

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4.2.15 The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the VTUAV APN program:

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4.2.16 Recommend, review, and evaluate VTUAV program production documentation, including Full Rate Production (FRP), for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

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4.2.17 Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the VTUAV production item. Investigate program problems and failures during production.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 10 of 51
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4.2.18 Provide technical input to VTUAV Low Rate Initial Production (LRIP) and FRP production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for VTUAV system and sub-system maintenance engineering and logistics supportability efforts.

4.2.19 Perform VTUAV air frame and avionics production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control of the VTUAV system. Investigate program problems and failures during the VTUAV production phase.

4.2.20 Review and provide technical analysis and recommendations concerning development of VTUAV system and subsystem performance requirements, and participate in Technical Design Reviews. Assist in the preparation of Engineering Change Proposal (ECP) packages for VTUAV.

4.2.21 **OMN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.2.22 Provide changes and updates to existing VTUAV technical manuals and publications, to include fleet operational discovered discrepancies. Provide configuration management and data management support for the VTUAV program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

4.2.23 Provide life cycle, operations, and sustainment cost analyses for the VTUAV program's APML and IPT lead. Conduct management analysis of the impact on VTUAV Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

4.2.24 Support technical reviews, evaluate results and provide recommendations to the VTUAV program manager. Provide VTUAV schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for VTUAV sustainment activities.

### 4.3 **CPFF - Broad Area Maritime Surveillance (BAMS) Labor:**

4.3.1 The BAMS UAV, which is an adjunct to the MMA/P-3, is integral in recapitalizing the Navy's airborne ISR force. BAMS UAV will play a significant role in the Sea Shield and FORCENet pillars of Sea Power 21. In its Sea Shield role, BAMS UAV on-station time and range enables unmatched awareness of the maritime battle-space by sustaining the common operational picture for Surface Warfare (SUW) and the Global War on Terrorism (GWOT). The system will serve as a Fleet Response Plan enabler while acting as a trip wire for Intelligence Preparation of the Environment (IPE).

4.3.2 BAMS UAV will include an endurance-class UAV that will operate from land-based sites around the world. Sufficient air vehicles at each operating location will provide persistent maritime ISR by being airborne 24 hours a day, 7 days a week out to ranges of 2000 nautical miles. Worldwide access will be achieved by providing coverage to nearly all the world's high-density sea-lanes, littorals and areas of national interest from its operating locations.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 11 of 51
----------------------------------	----------------------------	------------------

Because BAMS UAV and the MMA/P-3 have related complementary missions, it is intended that BAMS UAV will leverage the Maritime Patrol and Reconnaissance Forces (MPRF) community to enhance manpower, training and maintenance efficiencies.

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4.3.3 The Contractor shall provide program/project support; technical, configuration, and design review; production, and acquisition support for the BAMS integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

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4.3.4 **RDTE Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

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4.3.5 Provide acquisition support services, to include analyses of projected and actual BAMS system costs for completion of development, test and integration efforts and potential product improvement initiatives; and strategies to support each alternative.

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4.3.6 Perform affordability analyses for various acquisition strategies in support of the BAMS program.

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4.3.7 Perform acquisition support services, including analysis of contractor's cost data and current burn rates against fiscal/funding constraints in support of the BAMS program. Include and evaluation of the development and integration status of each individual subsystem.

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4.3.8 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the BAMS program in balancing mission requirements, system constraints, performance, and configuration management. Provide technical input to support the preparation or revision of BAMS-related acquisition documentation.

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4.3.9 Collect, compile and analyze project and cost data for BAMS engineering, logistics, and test instrumentation for developmental testing for incorporation into BAMS sub-IPT work plans, data calls, and supporting financial documentation.

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4.3.10 Analyze and evaluate BAMS program systems and advanced technologies; review and analyze BAMS design to ensure supportability and achievement of operational readiness; and provide technical support data to the BAMS program office. Provide analysis and review of current BAMS capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new persistent Intelligence, Surveillance, and Reconnaissance (ISR) technologies into the next stage of development.

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4.3.11 Provide systems engineering, independent assessments, data and recommendations for the BAMS program.

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CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 12 of 51
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4.3.12 Evaluate technical directives for applicability to the BAMS program. Recommend, review, and evaluate BAMS program documentation for technical accuracy. Provide analysis and technical advice to program office on matters relating to the BAMS program.

4.3.13 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the BAMS program. Provide technical analysis and input to produce CJCI 6212.01 Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into BAMS requirements, Information Support Plans (ISP), and engineering processes.

4.3.14 **APN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.3.15 The contractor shall support Technical staffs. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the BAMS APN program:

4.3.16 Support preparation, test and technical evaluation of engineering changes to correct deficiencies in BAMS production items, including air vehicles, ground control stations, and other systems. Investigate BAMS program problems and failures during production.

4.3.17 During Low Rate Initial Production (LRIP), provide technical input to BAMS production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts of the BAMS system.

4.3.18 Perform BAMS production acceptance test and evaluation monitoring, and reporting for the program. Provide system and subsystem production and configuration control. Investigate program problems and failures during the BAMS production phase.

4.3.19 Assess, evaluate, monitor and report on the BAMS prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in BAMS production activities.

4.4 **CPFF - Global Hawk Maritime Demonstration (GHMD) Labor:**

4.4.1 The Global Hawk Maritime Demonstration (GHMD) program is a Secretary of the Navy directed initiative that will feed Broad Area Maritime Surveillance (BAMS) design activities; develop/gain Fleet user community advocacy; and develop Navy Doctrine, Concepts of Operations (CONOPS), and Tactics Techniques and Procedures (TTP) for endurance Unmanned Air Systems (UAS). GHMD also supports numerous Fleet exercises, including Trident Warrior and Joint Expeditionary Force Experiment (JEFX).

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 13 of 51
----------------------------------	----------------------------	------------------

4.4.2 The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support for the GHMD integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

4.4.3 **OMN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.4.4 Provide changes and updates to existing GHMD technical manuals and publications, to include fleet operational discovered discrepancies. Provide configuration management and data management support for the GHMD program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

4.4.5 Provide life cycle, operations, and sustainment cost analyses for the GHMD program's APLM and IPT lead. Conduct management analysis of the impact on GHMD Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

4.4.6 Support technical reviews, evaluate results and provide recommendations to the GHMD program manager. Provide GHMD schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for GHMD sustainment activities.

4.5 **CPFF - Small Tactical Unmanned Aircraft System (STUAS) Labor:**

4.5.1 STUAS provides persistent Intelligence, Surveillance, and Reconnaissance (ISR) support for tactical level maneuver decisions and unit level force defense/force protection for Navy ships and Marine Corps land forces. This system fills the ISR capability shortfalls identified by the Navy Small Tactical Unmanned Aircraft System (STUAS) and Marine Corps Tier II UAS efforts. Consisting of three air vehicles, one ground control station, three payloads, and associated launch, recovery and support equipment, this system will support the Navy missions, including building the Recognized Maritime Picture, Maritime Security Operations, Maritime Interdiction Operations, and support of Navy units operating from sea/shore in the Global War on Terror (GWOT), and the Marine Corps close range UAS, enabling enhanced decision-making and improved integration with ground schemes of maneuver.

4.5.2 The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support for the STUAS integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

4.5.3 **RDTE Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 14 of 51
----------------------------------	----------------------------	------------------

4.5.4 Provide acquisition support services, to include analyses of projected and actual weapon systems costs for completion of STUAS development, test and integration efforts and potential product improvement initiatives; and strategies to support each alternative.

4.5.5 Perform affordability analyses for various acquisition strategies in support of the STUAS program.

4.5.6 Perform acquisition support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints in support of the STUAS program, to include evaluating the development/integration status on each individual system.

4.5.7 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the STUAS program in balancing mission requirements, system constraints, performance, and configuration management, and provide technical input to support the preparation or revision of related acquisition documentation.

4.5.8 Collect, compile and analyze project and cost data for STUAS program engineering/logistics/test instrumentation for developmental testing for incorporation into team work plans, data calls, and supporting financial documentation.

4.5.9 Analyze/evaluate existing STUAS program systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDTE systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

4.5.10 Provide systems engineering, independent assessments, data and recommendations for the STUAS program.

4.5.11 Evaluate technical directives for applicability to the STUAS program. Recommends, reviews, and evaluates STUAS program documentation for technical accuracy. Provide analysis and technical advice to program office on matters relating to the STUAS programs.

4.5.12 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the STUAS program. Provide technical analysis and input to produce CJCI 6212.01 Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into STUAS requirements, Information Support Plans (ISP), and engineering processes.

4.5.13 **APN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 15 of 51
----------------------------------	----------------------------	------------------

4.5.14 The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the STUAS APN program:

4.5.15 Recommend, review, and evaluate STUAS program production documentation, for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

4.5.16 Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the STUAS production item. Investigate program problems and failures during production.

4.5.17 Provide technical input to STUAS Low Rate Initial Production (LRIP) and FRP production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for STUAS system and sub-system maintenance engineering and logistics supportability efforts.

4.5.18 Perform STUAS air frame and avionics production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control of the STUAS system. Investigate program problems and failures during the STUAS production phase.

4.5.19 Review and provide technical analysis and recommendations concerning development of STUAS system and subsystem performance requirements, and participate in Technical Design Reviews. Assist in the preparation of Engineering Change Proposal (ECP) packages for STUAS.

4.5.20 **OPN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.5.21 The contractor shall support Technical staffs to accomplish production activities, ship integration, and installation of ship launch and recovery mechanisms, ship communications architecture, operation centers, and system required ship modifications. The contractor shall, on an ongoing basis, provide the following for the STUAS Support Equipment program:

4.5.22 Perform analysis, technical advice and technical recommendations for acquisition strategy and technical solutions in support of the production acceptance process and STUAS integration on Navy ships, and to support ship launch and recovery mechanisms, ship communications architecture, operation centers, and system required ship modifications. Evaluate technical directives for applicability to the STUAS OPN production activities.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 16 of 51
----------------------------------	----------------------------	------------------

4.5.23 Provide STUAS production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control of acquired support equipment. Investigate program problems and failures during the STUAS OPN production, integration, and installation phase.

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4.5.24 Monitor and report on the STUAS program prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in STUAS OPN production and installation activities aboard the ships.

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4.5.25 **OMN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

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4.5.26 Provide changes and updates to existing STUAS technical manuals and publications, to include fleet operational discovered discrepancies. Provide configuration management and data management support for the STUAS program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

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4.5.27 Provide life cycle, operations, and sustainment cost analyses for the STUAS program's APML and IPT lead. Conduct management analysis of the impact on STUAS Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

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4.5.28 Support technical reviews, evaluate results and provide recommendations to the STUAS program manager. Provide STUAS schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for STUAS sustainment activities.

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4.6 **CPFF - UAV Concept of Operations (CONOPS) Labor:**

4.6.1 The Naval Unmanned Aerial Vehicle (UAV) Strategy employs a family of UAVs to perform tactical, persistent and penetrating Intelligence, Surveillance, and Reconnaissance (ISR) in support of Naval and Joint missions from forward bases/platforms and naval ships.

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4.6.2 In support of the Navy's overall UAV strategy, this program develops Concept of Operations (CONOPS) that integrate UAVs into the Chief of Naval Operations (CNO)/Navy Vision of Sea Power 21 (Sea Shield, Sea Strike, Sea Basing, and FORCENet). By providing fleet input based on current operations with UAVs in a simulated combat environment, this CONOPS development investment is the foundation of how the Carrier Strike Group (CSG) will operate a combined Manned and Unmanned Naval Air Force.

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4.6.3 Specifically, develops, demonstrates, and evaluates CONOPS, and assesses manning requirements of ship-based tactical UAVs; leverages and assesses joint utility of Global Hawk Maritime Demonstration (GHMD) System; demonstrates UAV integration into USN battlespace dominance operations and network centric warfare; demonstrates UAV integration into USN sensor-to-shooter and Sea Strike; develops Intelligence, Surveillance, and Reconnaissance (ISR) CONOPS in support of strike, Military Operations Other Than War (MOOTW), Anti-Air Warfare (AAW), and Combat Search and Rescue (CSAR); demonstrates UAV cross-cueing capability with theater

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 17 of 51
----------------------------------	----------------------------	------------------

and strategic intelligence sources; develops Tactics, Techniques, and Procedures for multi- dissimilar UAV control, operations, and data dissemination utilizing NATO STANAG 4586; conducts studies for UAV task, data management, and Focused Flying efforts; conducts CONOPS studies, demonstrations, and exercises for data relay, communications relay, time sensitive targets, and weapons employment.

4.6.4 The Contractor shall provide program/project support; technical, configuration, and design review; production, and acquisition support for the UAV CONOPS integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

4.6.5 **RDTE Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.6.6 Provide analysis and review of current unmanned capabilities, shortfalls of existing UASs, and technical documentation as necessary to support decisions for transition of new technologies.

4.6.7 Provide systems engineering, independent assessments, data and recommendations for the CONOPS RDT&E program to accomplish the Sea Power 21 guidance.

4.6.8 Evaluate technical directives for applicability to UASs and the CONOPS RDT&E program. Recommend, review and evaluate CONOPS program documentation for technical accuracy and compliance with OSD and Navy directives. Provide analysis and technical advice for CONOPS studies, demonstrations, and exercises for data relay, communications relay, time sensitive targets, and weapons employment.

4.6.9 Evaluate, investigate, and provide alternatives for UAV concept development, design reviews, and engineering development--as defined in the CONOPS budget exhibit--in support of Naval and Joint missions from forward bases, platforms, and naval ships.

4.6.10 Identify UAV CONOPS common systems integration requirements, as could be applied to future systems. Provide advice on technical integration and software deliverables for commonality applications.

4.6.11 Provide technical support of the risk management process for UAV CONOPS, including identifying and mitigating problems that directly contribute to risk areas for future UAVs. Conduct trade studies or prepare technical papers to address CONOPS program technical requirements, risks, issues, or plans.

4.6.12 Provide CONOPS program and project technical support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts for UAV CONOPS.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 18 of 51
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4.6.13 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the CONOPS program. Provide technical analysis and input to produce CJCI 6212.01 Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into CONOPS-related requirements, Information Support Plans (ISP), and engineering processes.

**4.7 CPFF - Marine Corps Tactical Unmanned Aircraft System (MCTUAS) Labor:**

4.7.1 MCTUAS provides dedicated Reconnaissance, Surveillance and Target Acquisition (RSTA), Intelligence, Battle Damage Assessment (BDA) and Force Protection. The MCTUAS provides critical battlefield intelligence and targeting information in the rapid cycle time required for success at the tactical level. MCTUAS consists of four air vehicles, (each configured with an EO/IR sensor payload), launcher and ground control and support equipment including: power generation, communications equipment, automated recovery equipment, remote video terminals, vehicle mounted shelters, and High Mobility Multipurpose Wheeled Vehicles with trailer(s). Each system is equipped with one Maintenance Section Multifunctional Vehicle and is supported by a Mobile Maintenance facility.

4.7.2 The MCTUAS is procured through the Army's Shadow UAS Program Office. The MCTUAS has the same configuration as the Shadow in order to ensure ground combat units have maximum interoperability, maintainability, and combat effectiveness.

**4.7.3 WPN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.7.4 Review, analyze and assess validity of MCTUAS acceptance test criteria and results, processes, and documentation. Perform MCTUAS production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control of MCTUAS units. Investigate program problems and failures during the MCTUAS production phase.

4.7.5 Monitor and report on the MCTUAS production progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in MCTUAS production activities.

4.7.6 Review and provide technical analysis and recommendations concerning MCTUAS system and subsystem performance requirements, and participate in Technical Design Reviews. Assist in the preparation, coordination, and staffing of any Engineering Change Proposal (ECP) packages affecting MCTUAS. Ensure all parties—Army and Navy—are fully involved in the process.

**4.7.7 OMN Funding: (Funding will be applied/segregated/tracked at SubCLIN level)**

4.7.8 Provide changes and updates to existing MCTUAS technical manuals and publications, to include fleet operational discovered discrepancies. Provide configuration management and data management support for the MCTUAS program. The contractor shall utilize the NAVAIR configuration management system to provide statistics

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 19 of 51
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and metrics.

4.7.9 Provide life cycle, operations, and sustainment cost analyses for the MCTUAS program's APLM and IPT lead. Conduct management analysis of the impact on MCTUAS Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

4.7.10 Support technical reviews, evaluate results and provide recommendations to the MCTUAS program manager. Provide MCTUAS schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for MCTUAS sustainment activities.

**4.8 CPFF - Other Customer Funds (OCF) Labor:**

4.8.1 The contractor shall support Technical and Programmatic staffs funded by OCF. Other Customer Funds could include funding received from cooperative agreements with other countries, Foreign Military Sales (FMS), and funds in support of those activities. Support will include Systems Engineering Analysis and Evaluation, Test/Evaluation/Demonstration execution; Design Documentation Execution and Tracking; Acquisition Document Development and Tracking; Acquisition Logistics; and Program Management Support.

4.8.2 Analyze and evaluate existing unmanned systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Identify common systems integration requirements. Provide technical integration and software deliverables for commonality applications.

4.8.3 Provide analysis and review of current capabilities, shortfalls of existing unmanned and manned systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development. Ensure compliance with OSD and Navy directives related to unmanned systems and ISR.

4.8.4 Evaluate, investigate, and provide alternatives for unmanned systems concept development, design reviews, and engineering development. Conduct studies pertaining to evaluation and analysis of unmanned system performance, capabilities, and growth areas.

4.8.5 Investigate unmanned system problems or failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities.

4.8.6 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of unmanned systems and subsystems.

4.8.7 Perform programmatic support services to include analysis of contractor's cost data and current burn rates

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 20 of 51
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against fiscal/funding constraints to support unmanned systems test and integration efforts. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RDT&E test activities. Provide technical input to support the preparation or revision of developmental related acquisition documentation.

4.8.8 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of unmanned systems. Provide technical analysis and input to produce CJCI 6212.01 Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into requirements documentation, Information Support Plans (ISP), and engineering processes.

4.9 **Firm Fixed Price (FFP) LABOR: (2100, 2200, 5300, 5400, 5500)**

4.9.1 **Broad Area Maritime Surveillance (BAMS) Labor:**

4.9.2 The BAMS UAV, which is an adjunct to the MMA/P-3, is integral in recapitalizing the Navy's airborne ISR force. BAMS UAV will play a significant role in the Sea Shield and FORCEnet pillars of Sea Power 21. In its Sea Shield role, BAMS UAV on-station time and range enables unmatched awareness of the maritime battle-space by sustaining the common operational picture for Surface Warfare (SUW) and the Global War on Terrorism (GWOT). The system will serve as a Fleet Response Plan enabler while acting as a trip wire for Intelligence Preparation of the Environment (IPE).

4.9.3 BAMS UAV will include an endurance-class UAV that will operate from land-based sites around the world. Sufficient air vehicles at each operating location will provide persistent maritime ISR by being airborne 24 hours a day, 7 days a week out to ranges of 2000 nautical miles. Worldwide access will be achieved by providing coverage to nearly all the world's high-density sea-lanes, littorals and areas of national interest from its operating locations. Because BAMS UAV and the MMA/P-3 have related complementary missions, it is intended that BAMS UAV will leverage the Maritime Patrol and Reconnaissance Forces (MPRF) community to enhance manpower, training and maintenance efficiencies.

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4.9.4 **RDTE Funding: (Funding will be applied/segreated/tracked at SubCLIN level)**

4.9.5 Provide analytical support to the BAMS program. Ensure BAMS technical documentation is coordinated and synchronized with related program documentation. Ensure technical directives, data, and products are in accordance with the approved program requirements and status.

4.9.6 Evaluate technical directives for applicability to BAMS RDT&E program. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

4.9.7 Perform programmatic support services for the BAMS RDT&E program. Provide technical input to support the preparation or revision of developmental related acquisition documentation. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting program documentation in

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 21 of 51
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support of BAMS RDT&E test activities.

4.9.8 Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony for the BAMS program while in the RDT&E phase.

4.9.9 Provide technical support of the risk management process for the BAMS RDT&E program, including identifying and mitigating problems that directly contribute to a risk area.

4.9.10 Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts for the BAMS RDT&E program.

**5.0 Other Direct Costs (ODC) (3100, 3200, 6300, 6400, 6500):**

ODCs are based on a per annum Not To Exceed (NTE) amount. The Task Order Manager's Representative (TOM) approval shall be obtained prior to the purchase of any material or travel expenses.

**5.1 Travel:**

Travel will be provided only when it is essential to the performance of the tasks detailed in the Labor section. Reimbursement for travel performed shall be in accordance with established Joint Travel Regulation rates. The TOM shall approve all travel performed in support of this order prior to the commencement of the travel, with the exception of travel to destinations within the Arlington, VA vicinity, which do not require overnight accommodations. Travel may include general and administrative expenses, but shall not include profit.

Travel to the following locations is anticipated during the period of performance: San Diego, CA; Ridgecrest, CA; Washington DC; China Lake, CA; Huntsville, AL; Pt. Mugu, CA; Eglin AFB, FL; Hill AFB, UT; Yuma, AZ; Tucson, AZ; Panama City, FL; Mechanicsburg, PA; Norfolk, VA; Pensacola, FL; Salt Lake City, UT; Sydney, Australia; Melbourne, Australia; Tel Aviv, Israel; Brussels, Belgium; Paris, France; United Kingdom; Canada; Ankara, Turkey; and Kuwait City, Kuwait. The government may direct other travel as necessary to accomplish assigned tasking.

**5.2 Material:**

All materials not depleted during the performance of this order shall become Government property upon completion of this order. The contractor shall transfer all materials not depleted to the TOM by way of Material Inspection and Receiving Report (DD Form 250). Other Direct Costs may include general and administrative expenses, but shall not include profit. Projected material requirements include, but are not limited to: photo copies, ink cartridges, paper, binders, transparencies, folders, notebooks, and computer diskettes.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 22 of 51
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### 5.3 Navy Marine Corps Intranet (NMCI) requirements:

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

The Support Services contractor shall obtain written authorization from the TOM prior to ordering directly from the NMCI contractor. No NMCI Order may be placed without the prior written authorization of the contracting officer. Any NMCI order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

The government shall reimburse the contractor for the placement of NMCI orders including applicable indirect burdens (general & administrative, etc.), excluding profit and fee.

### 6.0 Technical Data (1140, 1160, 1240, 4340, 4440, 4540):

Technical data shall be provided as stated in the CDRLs: Monthly Contractor's Progress, Status and Management Report (CDRL A001); Monthly Funds and Work-Hour Expenditure Report (CDRL A002); Operations Security (OPSEC) Plan (CDRL A003); Technical Activity Report (CDRL A004); IT Security CDRL for COR (CDRL A005) and IT Security CDRL for Security (CDRL A006) are required.

### 7.0 Operations Security (OPSEC) (1150):

An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL A003. Draft plan is due within 90 days of contract award. Final plan is due 45 days after government review.

Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level noted in Attachment J6, DD Form 254. The contractor shall ensure that any new employees—prior to their starting on the task—have and maintain a DoD Common Access Card, 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.

### 8.0 Performance Metrics:

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

**C-2 LABOR QUALIFICATIONS KEY:** Labor Qualifications were established in the contractor's "Personnel Experience" narrative. These qualifications are incorporated by reference.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 23 of 51
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**5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (AUG 2007)**

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at <https://mynavair.navair.navy.mil/air74> or through the Procuring Contracting Officer (PCO). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875\\_12jun2006.pdf](https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875_12jun2006.pdf)) and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website <https://mynavair.navair.navy.mil/air74>.

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL A005 and A006. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 24 of 51
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## **SECTION D PACKAGING AND MARKING**

Packaging and marking shall be in accordance with Section D of the Basic Seaport-e Multiple Award Contract.

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All Deliverables shall be shipped to the TOM at the address noted in Section G, Task Order Manager Appointment

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 25 of 51
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## SECTION E INSPECTION AND ACCEPTANCE

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

Inspection and Acceptance shall be in accordance with Section E of the Basic Seaport-e Multiple Award Contract.

Supplies/Services will be inspected/accepted at:

CLINs	INSPECTION AT	INSPECTION BY	ACCEPTANCE AT	ACCEPTANCE BY
1100	Destination	Government	Destination	Government
1140	Destination	Government	Destination	Government
1150	Destination	Government	Destination	Government
1160	Destination	Government	Destination	Government
2100	Destination	Government	Destination	Government
3100	Destination	Government	Destination	Government
1200	Destination	Government	Destination	Government
1240	Destination	Government	Destination	Government
2200	Destination	Government	Destination	Government
3200	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4340	Destination	Government	Destination	Government
5300	Destination	Government	Destination	Government
6300	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
4440	Destination	Government	Destination	Government
5400	Destination	Government	Destination	Government
6400	Destination	Government	Destination	Government
4500	Destination	Government	Destination	Government
4540	Destination	Government	Destination	Government
5500	Destination	Government	Destination	Government
6500	Destination	Government	Destination	Government

### 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,

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 26 of 51
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and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [N/A]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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

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

(b) Name: CDR Todd Washington

Activity: PMA-262

Address: 22707 Cedar Point Road, Building: 3261, Patuxent River, MD 20670

Phone: 301-757-5817

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

Note: Regarding 5252.246-9529, at paragraph (c), contractor's representative is defined as an employee of the contractor, who is not employed in the day performance of the contract task order, and is visiting the Government work site for purposes of contract surveillance of work performed by the employees of the prime and subcontractor(s) on a specific task order.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 27 of 51
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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN – DELIVERIES OR PERFORMANCE

Base Period - The periods of performance for the following items are from date of task order award through 12 months thereafter, estimated at:

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CLINs	Period of Performance
1100	12/1/2007 – 11/30/2008
1140	12/1/2007 – 11/30/2008
1150	12/1/2007 – 11/30/2008
1160	12/1/2007 – 11/30/2008
2100	12/1/2007 – 11/30/2008
3100	12/1/2007 – 11/30/2008

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

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CLINs	Period of Performance
1200	12/1/2008 – 11/30/2009
1240	12/1/2008 – 11/30/2009
2200	12/1/2008 – 11/30/2009
3200	12/1/2008 – 11/30/2009

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

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CLINs	Period of Performance
4300	12/1/2009 – 11/30/2010
4340	12/1/2009 – 11/30/2010
5300	12/1/2009 – 11/30/2010
6300	12/1/2009 – 11/30/2010

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

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CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 28 of 51
----------------------------------	----------------------------	------------------

CLINs	Period of Performance
4400	12/1/2010 – 11/30/2011
4440	12/1/2010 – 11/30/2011
5400	12/1/2010 – 11/30/2011
6400	12/1/2010 – 11/30/2011

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

CLINs	Period of Performance
4500	12/1/2011 – 11/30/2012
4540	12/1/2011 – 11/30/2012
5500	12/1/2011 – 11/30/2012
6500	12/1/2011 – 11/30/2012

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

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

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

(1) PCO, Naval Air Systems Command (AIR 2.5.1.8)

21983 Bundy Road

Bldg 441

Patuxent River, MD 20670-1547

(2) ACO, Code: See Block 6 on task order cover sheet.

(3) Naval Air Systems Command (OPSEC CDRL only)

AIR-7.4.1

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 29 of 51
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22514 McCoy Road, Building 463

Patuxent River, MD 20670

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

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

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

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

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

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

Naval Air Systems Command

Unmanned Aircraft Systems Program Office

22707 Cedar Point Road, Building 3261

Patuxent River, MD 20670

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 30 of 51
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## SECTION G CONTRACT ADMINISTRATION DATA

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

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G17S TOM APPOINTMENT (AUG 2005)

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

**CDRL Todd Washington, 22707 Cedar Point Road, Building: 3261, Patuxent River, MD 20670 Phone 301-757-5817**

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

**Chantay Cook, 22707 Cedar Point Road, Building: 3261, Patuxent River, MD 20670 Phone 301-757-5884**

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(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan.

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

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CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 31 of 51
----------------------------------	----------------------------	------------------

**Note: For purposes of this task order, the term "Task Order Manager" is considered synonymous with the term "Contracting Officer's Representative".**

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5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I  
(NAVAIR) (JUNE 2006)

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**SEE EITHER SECTION B OF TASK ORDER OR SECTION J TASK ORDER SPREADSHEET  
ATTACHMENT J7 FOR INFORMATION FOR PARAGRAPH (e) BELOW:**

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

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(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 32 of 51
----------------------------------	----------------------------	------------------

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

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

**SEE EITHER SECTION B OF TASK ORDER OR SECTION J TASK ORDER SPREADSHEET ATTACHMENT J7 FOR INFORMATION FOR PARAGRAPH (e) BELOW:.**

<u>SLIN</u>	<u>ACRN</u>	<u>Amount Obligated</u>

(f) Additional special payment instructions: (To be filled out by contract specialist, if applicable)

.

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

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

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

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

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

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

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

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 33 of 51
----------------------------------	----------------------------	------------------

Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

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

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5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (NOV 2006)  
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(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

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

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

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

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

WAWF Invoice Type:	-- Select <b>2-in-1</b> for FFP Services Only.  -- Select Cost Voucher for all Cost CLINs
Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2101A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	n/a
Ship To DODAAC (for Combo),  Service Acceptor DODAAC (for 2 in 1),  Service Approver DODAAC (Cost Voucher)	N00019
Local Processing Office (applicable if DFAS DoDAAC begins with an "N"):	n/a
DCAA Office DODAAC (Used on Cost Voucher's only):	HAA391
Paying Office DODAAC:	HQ0338

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 34 of 51
----------------------------------	----------------------------	------------------

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

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

Name	Email	Phone	Role
CDR Todd Washington	<a href="mailto:todd.washington@navy.mil">todd.washington@navy.mil</a>	301-757-5817	COR/TOM

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 267,840 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 812 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 35 of 51
----------------------------------	----------------------------	------------------

until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

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(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 36 of 51
----------------------------------	----------------------------	------------------

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.

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(End of Clause).

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SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

.  
**SEE SECTION J TASK ORDER SPREADSHEET ATTACHMENT J7 FOR INFORMATION REQUIRED BELOW:**

(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. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE

.  
(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 n/a and CLINs/SLINs n/a are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

.  
FUNDING PROFILE

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

Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 37 of 51
----------------------------------	----------------------------	------------------


(End of Clause)

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 38 of 51
----------------------------------	----------------------------	------------------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### Task Order Clause H-1 NON-REFUNDABLE AIRLINE TICKETS

(a) To the maximum extent possible, the contractor is encouraged to take advantage of savings available with the purchase of non-refundable airline tickets. The contractor is encouraged to review travel requirements against the following criteria to determine whether non-refundable tickets are economically advantageous for the particular travel situation:

- (1) The certainty that the proposed trip will take place as planned and not cancelled or rescheduled;
- (2) How often the ticketed passenger/employee travels (i.e., if this trip is canceled, can the non-refundable ticket be shortly reapplied to another trip/ticket);
- (3) The price differential between the non-refundable and refundable ticket as compared to the chances for its successful usage; including any company provided per diem for Saturday night stay-overs consistent with airline pricing procedures;
- (4) The disclosed policy of specific company regarding travel reimbursement.

(b) Should the traveler's company experience a minimum number of situations (and a minimum proportion of the total trips) where the non-refundable ticket will not be usable, and the above criteria were followed in a prudent manner in purchasing the ticket, the Government will reimburse the company for the expense.

(c) This policy will only be in effect as long as a monetary benefit can be shown to the Government in the prudent use of non-refundable airline tickets. It is anticipated that due to the large volume of travel on the contract there will be an overriding benefit to the Government to pay for an occasional unusable non-refundable tickets in realizing substantial airline cost savings across the majority of trips that do proceed as planned.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 39 of 51
----------------------------------	----------------------------	------------------

(d) If the contractor is intending to utilize airline travel in fulfillment of a task order, the costs associated shall be provided to the Contracting Officer's Representative for the specific task order disclosing the information covered in paragraphs (a) (1) through (4). The Contracting Officer's Representative will ensure sufficient funding is available on the Task Order prior to travel being authorized and expenses incurred.

(End of Clause)

#### Task Order Clause H-2 COMPRESSED WORK SCHEDULE (CWS)

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

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

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

(End of Clause)

#### Task Order Clause H-3 TELECOMMUTING

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 40 of 51
----------------------------------	----------------------------	------------------

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

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(1) Written company policy for Telecommuting covering all terms and conditions, to include but not limited to:

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Written agreement between company and employee;

Work Site of Telecommute;

Time and Attendance; Work Performance; Overtime;

Security and Equipment;

Liability and Injury Compensation; Standards of Conduct; Mileage Savings; and Length of Agreement

.

(2) Proposed definitive amount of work or level of effort to be accomplished.

.

(3) Guaranteed savings to the Government if authorized to Telecommute on specific Task Order.

.

(4) Measures in place to ensure project will be on schedule and auditable for reimbursement.

.

(5) Access to NMCI, if access is required for performance.

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(b) In task order proposal, if telecommuting is planned, paragraphs (a) (1) through (5) must be addressed.

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(c) If telecommuting is authorized it must be stated in the issued Task Order document.

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(d) If telecommuting is requested after a task order has been placed, paragraphs (a) (1) through (5) must be addressed in the contractor's request for telecommuting. The Contracting Officer's and the Contracting Officer's Representative's concurrence is required if telecommuting is requested after a task order has been placed.

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(e) However, the Government reserves the right to prohibit telecommuting on any task order where the Government determines it to be in its best interest.

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CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 41 of 51
----------------------------------	----------------------------	------------------

(End of Clause)

#### TASK ORDER CLAUSE H-5 PERFORMANCE BASED EVALUATION

1.1 Surveillance. During the base period the contractor's performance will be evaluated twice. The first evaluation will occur 90 days after contract award and the second evaluation will occur at the end of the base period of performance. During option years, if exercised, the contractor will be rated annually.

1.2 Acceptable Quality Level. Evaluations shall be conducted as established in the Services Contractor Performance Assessment Reporting System (CPARS). A grade of satisfactory is assigned when the contractor is meeting the requirements of the contract or has only minor problems with an effective recovery plan and does not require any comments. Grades assigned above and below satisfactory will require comments. Minimum acceptable quality level is all grades Satisfactory or above, except for Cost which must be at least Very Good. To obtain a grade above Satisfactory, the grading criterion requires that the contractor's performance "meet contractual requirements and exceeds some to the Government's benefit." As such the contractor is strongly encouraged to submit a monthly performance report, which as a minimum identifies areas the contractor feels they have provided the Government with additional "benefit."

1.3 Incentives. As a CPAR, all grades after the 90-day contract award will be input into the CPAR database. This input will provide documentation of the contractor's performance. Should the contractor's last two CPARs be graded as Exceptional in all but two areas, which must be rated no lower than Very Good, the contractor's next option will likely be exercised. If three or more categories are rated as less than exceptional, the option year may or may not be exercised at the discretion of the Government.

1.4 Performance Metrics. The Performance Metrics established for Deliverables under this contract are contained in Exhibit B. Assessment of the Services provided under this contract shall be in accordance with the CPARS for Services. Information on the CPARS assessment criteria may be found in the Department of Navy Contractor Performance Assessment Reporting System (CPARS) Guide. The guide is available for public access on the CPARS website at <http://www.cpars.navy.mil/>. The contractor shall be measured on all applicable areas of the contract performance, as a minimum, the contractor will be rated in Quality of Product or Service, Cost, Schedule and Management.

#### TASK ORDER CLAUSE H-6 SECURITY REQUIREMENTS

(a) All classified task orders will require a facility security clearance issued by the Defense Security Service (DSS).

(b) Contractor personnel shall be required to have a security clearance at the level required for each specific task order, i.e., Confidential, Secret, or Top Secret.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 42 of 51
----------------------------------	----------------------------	------------------

(c) The security classification and guidance of classified task orders will be specified in the Contract Security Classification Specification DD Form 254, to be provided when required at task order level.

(d) Unclassified task orders do not require a facility security clearance issued by DSS, nor a DD Form 254.

(e) The planned utilization of non-U.S. citizens in task order performance must be identified by name and country of citizenship in the task order proposal.

#### **H-355 CONTRACTOR IDENTIFICATION (DEC 1999)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

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

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

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

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

#### **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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 43 of 51
----------------------------------	----------------------------	------------------

in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment J1. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

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

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

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

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

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

(9) "Interest" means organizational or financial interest.

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

(e) Contracting restrictions.

[ ] (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 one (1) year after the date of completion of the contract. (FAR 9.505-1(a))

[ ] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 44 of 51
----------------------------------	----------------------------	------------------

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 insert the period of prohibition 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 one (1) year after the terms of this contract. (FAR 9.505-2(b)(1))

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

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

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with one (1) year 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 45 of 51
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subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 46 of 51
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#### **5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)**

(a) 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.

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

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

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 47 of 51
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(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

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

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

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 48 of 51
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**5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)**

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

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer’s. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Ms. Candice L. Anderson, 21983 Bundy Road, B441, Patuxent River, MD 20670, 301-757-6520, Candice.anderson@navy.mil.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 49 of 51
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## SECTION I CONTRACT CLAUSES

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

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

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

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

### 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 60 days of contract expiration; 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 5 years.

(End of clause)

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 50 of 51
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52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

(End of clause)

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CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M801	PAGE 51 of 51
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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - (CDRLS A001-A004)

Exhibit A (CDRL A005)

Exhibit A - (CDRL A006)

Exhibit B - QASP

Attach J2 - TOM Appointment Letter

Attach J6 (DD254) (For Bidding Purposes Only) dated

Attach J6 - Encl (1) (Chapter 3) (to DD254)

Attach J6 - Encl (2) Appendix (to DD254)

Attachment P7 - Task Order Spreadsheet