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N00178-	-04-D-41	47		M801		04/05/20	006	NO	00421-	06-NR-55212
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NAVAIR Aircraft Division Pax River Rick A Paskoski 2.5.1.6.2 21983 BUNDY ROAD, Bldg 441 Patuxent River, MD 20670 rick.a.paskoski@navy.mil 301-757-2532 Ext.				10500 B		A EW PARKWA 20109-2342	AY, SUI	TE 200		
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CONTRACT NO.		PAGE
N00178-04-D-4147	M801	2 of 2

## **GENERAL INFORMATION**

PREVIOUS CONTRACTORS AND CONTRACT NUMBERS ARE PROVIDED:

CONTRACTOR......DO/TO

COALESCENT......N00178-04-D-4141.....FG0101

TSI.......GS23F0206L......N0421-06-F-0086

ANTEON......N00421-00-D-0463......0056

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CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	1 of 21

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - Item	SUPPLIES OR SERVICES	CES Qty Uni	t Est. Cost	Fixed Fee	CPFF
1000	Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs (RDT&E)	1.0 Lc	\$2,302,727	7 \$135,669	\$2,438,396
100001	Funding in support of CLIN 1000 ACRN: AA				
Item	Supplies/Services	Qty Uni	t Est. Cost	Fixed Fee	CPFF
1001	Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (RDT&E) Option	1.0 Lo	ot \$3,077,453	\$239,300	\$3,316,753
Item	Supplies/Services	Qty Uni	t Est. Cost	Fixed Fee	CPFF
1002	Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (RDT&E) Option	1.0 Lc	st \$4,066,981	\$325,243	\$4,392,224
Item	Supplies/Services	Qty Uni	t Est. Cost	Fixed Fee	CPFF
1003	Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (RDT&E) Option	1.0 Lc	ot \$4,469,555	\$355,034	\$4,824,589
Item	Supplies/Services	Qty Uni	t Est. Cost	Fixed Fee	CPFF
4000	Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (RDT&E) Option	1.0 Lc	st \$4,943,773	\$389,856	\$5,333,629

Additional SLINs may be created to accommodate different types of funds that may be used to fund this effort.

All CLINs are Cost Reimbursable to include travel and materials.

The exercise of option CLIN 4000 is contingent upon the award term option period at the basic contract level being exercised.

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	2 of 21

#### SECTION C DESCRIPTIONS AND SPECIFICATIONS

#### 1.0 INTRODUCTION

This performance work statement (PWS) provides Logistics Support Services (LSS) and Subject Matter Expertise (SME) for PMA263, the Navy and Marine Corps Unmanned Air Systems (UAS) Program Office. PMA263 supports multiple UAS acquisition programs. The UAS support a wide variety of missions vital to the sustainment and improvement of the critical Maritime and Littoral Intelligence, Surveillance, and Reconnaissance (ISR) capabilities for operational U.S. Naval Forces. The five UAS programs covered by this SOW include: Vertical Take-off and Landing Tactical Unmanned Aerial Vehicle (VTUAV); Broad Area Maritime Surveillance (BAMS); Global Hawk Maritime Demonstration (GHMD); Pioneer; and Small UAVs. This PWS provides LSS support across multiple UAS programs (in varying stages of the acquisition cycle) in nine logistics areas (logistics management, supportability analysis, manpower & personnel, training & training systems, facilities, technical data, supply support, Support Equipment, SE, and computer resources) and operational security (OPSEC).

#### 2.0 REQUIREMENTS

#### 2.1. LOGISTICS MANAGEMENT SUPPORT

The contractor shall provide SME to support acquisition logistics activities and products throughout the acquisition life cycle, from concept development through operations and support. The contractor shall review Logistics Management Information (LMI) data and make recommendations to the Assistant Program Manager, Logistics (APML) to ensure sustainment. Participate in reviews of Statement of Works (SOWs), Basic Order Estimates (BOEs) and development of Contract Data Requirements Lists (CDRLs) associated with the SOWs. The support shall include, but not be limited to the following:

- 2.1.1. The contractor shall provide source data in draft format and update acquisition and logistics documents, including, but not limited to: Acquisition Logistics Support Plans (ALSP) and Configuration Management Plans (CMP). The contractor shall update the Fire Scout ALSP every six months and update the ALSP for the other UAS programs as required. The contractor shall update the UAS program CMP every two years or as program milestones dictate.
- 2.1.2. The contractor shall provide logistics budget requirements for each UAS program as required, to ensure optimization of assets and the most effective plan is provided. The contractor shall provide reports as required.
- 2.1.3. The contractor shall provide administrative, technical, and SME support for program briefings and reviews up to the executive level.
- 2.1.4. The contractor shall provide input to the UAS program APML to assess risk and provide risk mitigation/management strategies. The contractor shall participate in Preliminary and Critical Design Reviews, Risk Management efforts for IPTs, and Integrated Baseline Reviews for Earned Value Management (EVM) efforts.
- 2.1.5. The contractor shall support the development and tracking of program schedules and program master schedules to address the steps necessary for system development and/or Fleet sustainment to include tracking Configuration Management/Document Management (CM/DM) Corrective Action Reports (CAR).
- 2.1.6. The contractor shall provide life cycle, operations and sustainment, and developmental cost analyses for the UAS program APML. The contractor shall assist the APML in identifying expected changes to the support and operating environment and ensure that these changes are programmed.
- 2.1.7. The contractor shall interface with the various Fleet/supply organizations and staffs to ensure ship integration logistics support requirements are determined, optimized, and documented to provide support throughout the life cycle.
- 2.1.8. The Contractor shall provide CM/DM support for the UAS programs. The contractor shall utilize the NAVAIR CM system to provide statistics and metrics. The contractor shall review CM policy documentation to ensure consistency with modification program requirements. The contractor shall assure compliance with the Configuration Identification (CI) process. The contractor shall determine the appropriate configuration control authority for each configuration document. The contractor shall release configuration documentation and establish configuration baselines for the configuration control of CIs.

	I	PAGE
N00178-04-D-4147	M801	3 of 21

The contractor shall provide Configuration Status Accounting (CSA) data audits and reports. Fully automated, interactive Contractor/Government CSA systems, which implement the conceptual schema defined by the MIL-STD-2549 data model/data element dictionary, will be capable of moving data from one system to the other with on-line access.

The contractor shall provide engineering and analytical support to improve the CM process by using various management tools including, but not limited to, Modification Management Information System (MODMIS), Multi-User Engineering Change Proposal Approval and Review System (MEARS), Technical Directive Status Accounting (TDSA), and Kit Management Information System (KITMIS).

The contractor shall provide program specific Integrated Logistics Support (ILS) - Engineering Change Proposal (ECP) review procedures. The contractor shall review and assess ECPs and Technical Directives (TDs) and provide recommendations.

The contractor shall review, evaluate, and update automated management information systems used for tracking, controlling and analyzing actions, status and progress, and maintaining configuration baselines, status accounting, and document control.

## 2.2. SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- 2.2.1. The contractor shall provide logistic/cost/readiness/supportability analyses for mission payloads, weapon systems, training systems, airborne weapons and support/test equipment IAW CDRL008. The contractor shall conduct analyses of contractor prepared support plans to ensure maintenance and logistics support requirements are adequately planned. The contractor shall provide inputs and recommendations for development of Supportability Analysis Summaries (SAS). The contractor shall provide recommendations for the review and development of Maintenance Plans (MP)/ Logistics Support Analysis (LSA) records, maintenance tasks and Level of Repair Analysis (LORA) recommendations. The contractor shall review all LSA requirements and products and use the Logistic Management Decision Support System (LMDSS). The contractor shall provide technical recommendations for obtaining optimal supportability using data from ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP), and readiness and MP reviews. Results of analysis can be incorporated into systems specifications and/or contract SOW development.
- 2.2.2. The contractor shall analyze overall system/equipment reliability, maintainability, and supportability characteristics to determine projected availability. The contractor shall provide Readiness Improvement Status Evaluations and other status reports, identifying current Fleet readiness problems, mission capability/full mission capability, factors causing readiness degradations, corrective actions, and get well dates. The contractor shall provide obsolescence management in accordance with the UAS program Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan, utilizing both predictive and logistics tools such as QinetiQ's—Sustainment Technology Assessment Resource (Q-Star), HAYSTACK parts and logistics management system, and the Government-Industry Data Exchange Program (GIDEP). The contractor shall monitor inventory of Sponsor-Owned Material (SOM) and provide monthly inventory reports.
- 2.2.3. The contractor shall review investigations of planned or proposed changes in weapon systems/components reliability, maintainability, or performance characteristics. The contractor shall identify their impact on Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, MPs, LORA, provisioning computations, and technical documentation and recommend changes to acquisition documentation.
- 2.2.4. The contractor shall identify and review impacts of new designs/design changes on existing support systems relative to environmental policies, regulations, and laws.
- 2.2.5. The contractor shall evaluate the tenants of Condition Based Maintenance Plus (CBM+) for applicability and affordability in maintenance concept development and analyses and provide recommendations to the UAS program APML.

### 2.3. MANPOWER & PERSONNEL

The contractor shall conduct analysis to support manpower concept development and manpower requirements determination for the Navy's UAS programs. Support will include, but is not be limited to, analysis of manpower alternatives, manpower lifecycle cost analysis, and manpower impact (using Navy Manpower Analysis Center standards) resulting from changes in program specifications. Use of Training

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	4 of 21

Planning Process Methodology (TRPPM), approved Navy manpower models and/or the development of ad hoc models to support analysis may be required.

The contractor shall prepare and or update required manpower related acquisition documents. This will include, but is not limited to, Manpower Estimate Reports (MER) and Preliminary Manning Documents. The contractor shall provide required manpower related input for non-manpower related acquisition documents.

The contractor shall assist the Resource Sponsor with correction of capabilities/requirements documentation deficiencies, coordination and incorporation of reviewing agent inputs, and document editing to facilitate approval.

The contractor shall coordinate with appropriate OPNAV, Fleet and other manpower stakeholders to facilitate consensus on manpower concepts of operation, manpower requirements, and the manpower acquisition strategy for the Navy UAS programs.

#### 2.4. TRAINING & TRAINING SYSTEMS

2.4.1. The contractor shall plan, budget, initiate, coordinate, and review all training product development to ensure quality training which meets current mission requirements including operator and maintainer requirements is provided. The contractor shall ensure that current learning theories, best practices, risk management, development schedules, appropriate staffing, the most appropriate development models and strategies, effective quality processes, economical change processes, effective testing, subject matter expert reviews, and customer participation are utilized to deliver timely, effective, technically correct, affordable, current, and comprehensive training products. When appropriate, ensure training products meet the Navy Integrated Learning Environment (ILE) guidelines, are SCORM compliant, and U.S. Rehabilitation Act Section 508 conformant.

The contractor shall make recommendations or provide inputs to the Navy Training Systems Plan (NTSP) to ensure the NTSP effectively incorporates the results of the Training Systems Requirements Analysis (TSRA) process and properly reflects the appropriate training required to meet all mission requirements.

2.4.2. The contractor shall plan, budget, initiate, execute, coordinate, and review a thorough TSRA or Training Front End Analysis. The analysis should include a Training Situation Analysis (TSA), Training Systems Alternatives Report (TSAR), Training Device Requirements Document (TDRD), and a Training System Functional Description (TSFD). Guidance provided in MIL-PRF-29612 and MIL-HDBK-29612 and associated DIDs shall be utilized to ensure the required analysis is completed to deliver comprehensive, affordable, and effective training. The results of the TSRA process shall be continuously coordinated with the training community and the Fleet to provide a continuous focus on mission requirements and the customer. The contractor shall monitor the progress and review all products of the TSRA process to provide the timely completion of high quality analysis documentation.

## 2.5. FACILITIES (SHIP/SHORE)

- 2.5.1. The contractor shall identify, analyze, and document the facility requirements for integrating UAS into new construction and legacy U.S. Navy ships. The contractor shall investigate, research, evaluate, analyze, and participate in all applicable meetings, conferences, working groups, and liaison with cognizant commands/staffs/agencies/OEMs/stakeholders. The contractor shall document results and provide source data for development/update of a Facilities Requirement Document (FRD) IAW CDRL 007.
- 2.5.2. The contractor shall perform planning, coordination, and evaluation of integration efforts with all cognizant agencies, to include: OPNAV, NAVSEA/NAVAIR activities, AIR 1.2, PEO Ships, PMS501, PMS500, PMS495, PMS420, PMA299, Fleet, Type, Regional, Wing Commander staffs, MH-60R/S and UAS FIT, CNI, NAVFAC Headquarters, VC-6, VC-6 Detachment Webster Field, CSG/ESG Battle Staffs, OEMs and other activities, agencies, and staffs as applicable.
- 2.5.3. The contractor shall provide physical and mission system integration expertise, analytical support, and technical expertise. The contractor shall participate in the various working groups, meetings, conferences, advisory groups, IPTs and studies to identify issues, make recommendations, and to provide solutions and advice on status, progress, and impact. The contractor shall provide feedback on facilities requirements and report on the progress/status of UAS integration process.
- 2.5.4. Using the Weapons System Planning Document (WSPD) as guidance, the contractor shall conduct site evaluations considering the ILS elements and P3I/Spiral Development IAW with the program schedule at locations within CONUS and OCONUS. Upon completion of each visit, the contractor shall submit a Site

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CONTRACT NO.	IDELIVERY ORDER NO.	IPAGE
N00178-04-D-4147	M801	5 of 21
1100170-04-0-4147	IVIOUT	3 01 2 1

Evaluation Report (SER) IAW CDRL 004.

2.5.5. Using the results from each site evaluation, additional analysis, and Program Office/Fleet feedback on each SER, the contractor shall submit a Site Activation Support Plan (SASP) IAW CDRL 005.

#### 2.6. TECHNICAL DATA

The contractor shall provide support for RQ-2 Pioneer, MQ-8B Fire Scout, and BAMS UAS programs using MIL-STD-3001 and ASD/AIA S1000D Interactive Electronic Technical Manual (IETM) development specifications, NAVAIR 00-25-100, Naval Air Technical Data and Engineering Service Command (NATEC) technical manual policies and the NATEC web-based Technical Manual Application System (TMAPS) as guidance. The contractor shall provide liaison between PMA263, Fleet UAS squadrons, prime contractors, and NATEC. The contractor shall chair Technical Manual (TM) guidance conferences, TM management team meetings, and represent the technical publications team at supportability integrated product team meetings and program management reviews. The contractor shall prepare Government cost estimates for technical publication efforts. The contractor shall provide technical data inputs to various acquisition and logistics documentation, including SOWs, System Specifications, Acquisition Logistics Support Plans (ALSP), and Logistics Requirements Funding Summaries (LRFS).

#### 2.7. SUPPLY SUPPORT

- 2.7.1. The contractor shall provide cataloging and provisioning and Packaging, Handling, Storage, and Transportation (PHS&T) support for the UAS programs.
- 2.7.2. The contractor shall review supply support processes and strategies and supply chain methodologies. The contractor shall make recommendations to improve efficiency, streamline the processes, and ensure optimization for the UAS programs.
- 2.7.3. The contractor shall make recommendations on the integration and deployment of supply support and PHS&T strategies, plans, and functions in order to increase efficiency and ensure deployment goals are met by the UAS programs throughout their life cycle. The contractor shall ensure that PHS&T requirements are updated in the ALSP. The contractor shall assist the APML to ensure that site activation includes PHS&T requirements.

#### 2.8. SUPPORT EOUIPMENT

The contractor shall provide logistics support to the Support Equipment Project Office (SEPO) for Common Support Equipment (CSE) and Peculiar Support Equipment (PSE) acquisitions and post-production support/configuration management. The contractor shall review all SE acquisition documentation, WSPD, and strategies and make recommendations to the SEPO and UAS program APML to ensure optimization and standardization of SE requirements. The contractor shall assist the UAS APML to ensure SE, SE ILS, and any Test Program Sets (TPS) requirements meet Fleet introduction planning and scheduling throughout the life cycle. The contractor shall assist the UAS APML to ensure that site activation includes SE, requirements, and delivery schedules. The contractor shall ensure the ALSP reflects program requirements and planning. The contractor shall conduct analyses of Support Equipment Recommendation Data (SERD) and track all recommendations. The contractor shall provide SE Reference Handbook source data as required.

#### 2.9. COMPUTER RESOURCES

The contractor shall identify necessary capabilities (to include other services and NATO) for computer resources support and identify user interface requirements for the UAS programs. The contractor shall identify documentation needs, special software certifications and make recommendations on computer resource areas and support plans (maintenance/logistics, manpower/training, CM) to the UAS program APML to ensure requirements are met. The contractor shall assess the impact of system changes and determine necessary adjustments to the logistics structure to ensure optimal support throughout the life cycle. The contractor shall assist the APML to ensure the adequacy of programmed resources.

#### 2.10. OPERATIONAL SECURITY (OPSEC)

The contractor shall provide OPSEC protection for all classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use

CONTRACT NO. N00178-04-D-4147	 PAGE 6 of 21
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Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao

#### 3.0 DELIVERABLES

For compatibility with NMCI systems, deliverables shall be produced electronically in contractor format in Microsoft Office format (6.0 or higher) and provided to the Task Order Manager (TOM) and any designated Technical Points of Contact (TPOC). Electronic submission is encouraged. Deliveries shall be IAW the attached DD Form 1423.

- Provide Monthly Progress Report (MPR) NLT than the 15th workday of each month to include accomplishments over the past month, difficulties encountered, travel completed, travel planned for the next period, and resources expended compared to planned goals. (CDRL 001 applies)
- Provide Monthly Funds and Expenditure Report (MFER) NLT the 20th workday of each month detailing the expenditures for the reporting period and overall for the project to date. (CDRL 002 applies)
- Provide trip report within seven working days of completion of each trip to a major conference/working/group/meeting. (CDRL 003 applies)
- Provide Site Evaluation Report (SER) within 45 working days after completion of each site evaluation. (CDRL 004 applies)
- Provide Site Activation Support Plan (SASP) within 90 working days of completion of each site evaluation. (CDRL 005 applies)
- Provide OPSEC Plan within 90 days of contract award. (CDRL 006 applies)
- Provide Facilities Requirements Document (FRD). (CDRL 007 applies)
- Provide Analysis/Study as required. (CDRL 008 applies)

#### 4.0 CONSTRAINTS

#### 4.1. WORK SCHEDULE

The Contractor shall provide the required services and staffing coverage during normal working hours 0730-1600 daily except for Government holidays.

#### 4.2. THE PERIOD OF PERFORMANCE

The base year shall be from task order award (estimated to be 6 April 06) to 31 December 06. There will be four (4) award term options of 12 months each.

#### 5.0 TRAVEL

Travel will be required in support of this effort. The number of trips to each destination specified below may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. Under no circumstances, however, may the contractor travel to destinations other than those specified, without the expressed written consent of the TOM. Travel will be in accordance with Joint Travel Regulation (JTR) and will be cost reimbursable plus G&A. A trip report shall be submitted in contractor format (CDRL 003) within seven working days after completion of each trip to a major conference/working group/meeting. The following Government travel estimate is provided:

Destination	Trips/Year	Destination	Trips/Year
San Diego, CA	4	Mayport, FL	2
Gulfport, MS	2	OCONUS (Locations	4

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	7 of 21

		TBA)	
Norfolk, VA	4	Seattle, WA	3
Elmira, NY	2	Bethpage, NY	3
Philadelphia, PA	4	Eagan, MN	3
Lakehurst, NJ	4	Dayton, OH	3
Cherry Point, NC	3		

## 6.0 OTHER REQUIREMENTS

#### 6.1. MATERIAL

The contractor may be required to provide materials and supplies. The contractor shall purchase miscellaneous supplies and hardware for report publication and dissemination and other equipment, supplies, reproduction, special binders, indexes, inserts, special packing and shipping, mailings, long distance telephone calls, and transparencies in support of this effort through Other Direct Cost (ODC). The materials expenses will be authorized by the Contracting Officer's Representative (COR), and only those material expenses having prior COR approval will be reimbursed to the contractor.

#### 6.2. OUALITY ASSURANCE

The contractor will provide a tailored Quality Assurance Plan after receipt of the Quality Assurance Surveillance Plan from the Government.

#### 7.0 SECURITY

The performance of this task requires the contractor to have access to non-SCI intelligence information, NATO information, foreign government information, and for official use only information. The performance of this task also requires the contractor to receive and generate classified material, have access to U.S. classified information outside the U.S., Puerto Rico, U.S. Possessions, and trust territories, be authorized to use the services of Defense Technical Information Center (DTIC), and meet OPSEC requirements.

#### 8.0 DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Statement on all classified and unclassified technical documents affixed to the front cover or first page (if no cover page is used):

Distribution authorized to U.S. Government Agencies and their contractors; Critical Technology: 26 June 2006. Other requests for this document shall be referred to NAVAIR/PMA263 at: 471213 Buse Road, Unit IPT, Building 2272, Suite 254, Patuxent River, MD 20670

Destruction Notice - For classified documents follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, DOD 5200.1-R, Information Security Program Regulation. Destroy by any method that will prevent disclosure of contents or reconstruction of document.

#### 9.0 RELEASE OF INFORMATION

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the NISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Technical papers, briefings, and presentations - either classified or unclassified - to be presented at classified symposiums must be submitted to AIR 7.4.1 for approval prior to presentation. Unclassified material submitted for release (that is not presented at a classified symposium) shall be forwarded for review prior to release. Transmission by non-secure FAX of technical papers, briefings, or presentations is NOT authorized.

## 10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The contractor shall comply with and is subject to the following Performance Standards:

Require Service Standard AQL Requirement Method of Surveillance

Monthly Progress Reports (MPR) Delivered on or before due date 90% delivered on time Contractor submits all CDRL requirements to the TOM for review

Monthly Funds and Expenditure Reports (MFER) Delivered on or before due date 90% delivered on time

	PAGE 8 of 21

Contractor submits all CDRL requirements to the TOM for review

Trip Reports Delivered on or before due date 90% delivered on time Contractor submits all CDRL requirements to the TOM for review

Site Evaluation Reports Satisfactory TOM Review Satisfactory completion of CDRL requirements by the second submission to the COR Contractor submits all CDRL requirements to the TOM for review

Site Activation Support Plans Satisfactory TOM Review Satisfactory completion of CDRL requirements by the second submission to the COR Contractor submits all CDRL requirements to the TOM for review

OPSEC Plan Satisfactory TOM Review Satisfactory completion of CDRL requirements by the second submission to the COR Contractor submits all CDRL requirements to the TOM for review

Facilities Requirements Document (FRD) Satisfactory TOM Review Satisfactory completion of CDRL requirements by the second submission to the COR Contractor submits all CDRL requirements to the TOM for review

Analysis/Studies Delivered on or before due date 90% delivered on time Contractor submits all CDRL requirements to the TOM for review

**Labor Qualifications** 

Proposed Position Min Co. Quals for Position

Pgm Mgr BS 10 years

Sr. Analyst BS 10 years

Analyst BS 6 years

Sr.Adm.Asst BS 2 years

Sr Logist BS 10 years

P. Analyst Masters 15 years

Logistician BS 6 years

Log Analyst BS 6 years

Op Log Mgr BS 6 years

Associate Analyst HS diploma & 4 years

Acq Log Mgr BS 6 years

Training Specialist UAV Training Systems experience

Sr Analyst 15 years

Trainging Analyst BS 3 years

Logistics Mgt Specialist Secret Security Clearance

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	9 of 21

# SECTION D PACKAGING AND MARKING

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

CONTRACT NO. N00178-04-D-4147	PAGE 10 of 21

# SECTION E INSPECTION AND ACCEPTANCE

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

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N00178-04-D-4147 M801 PAGE 11 of 21	 I	PAGE 11 of 21

#### SECTION F DELIVERIES OR PERFORMANCE

#### **CLIN - DELIVERIES OR PERFORMANCE**

The periods of performance for the following firm items are from date of task order award through 9 months thereafter, ESTIMATED at:

CLIN 1000 6 Apr 06 - 31 Dec 06

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

CLIN 1001 1 Jan 07 - 31 Dec 07

CLIN 1002 1 Jan 08 - 31 Dec 08

CLIN 1003 1 Jan 09 - 31 Dec 09

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

CLIN 4000 1 Jan 10 - 31 Dec 10

Place of Performance

Patuxent River Naval Air Station

Note: It is anticipated that no Temporary Additional Duty (TDY) assignments away from the primary site of performance will be required. However, the Government reserves the right to assign TDY tasks away from the primary duty station.

#### F-1 Task Order Options

- (b) The Government may extend the term of this order by written notice to the contractor within 5 days of the current period of performance; provided, that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.
- (c) If the Government exercises this option, the extended order shall be considered to include this option provision.
- (d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 4 years, 9 months.

CONTRACT NO. DELIVERY ORDER NO. PAGE N00178-04-D-4147 M801 12 of 21

#### SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID PR Number Amount
------ 0010172922 203000.00

LLA : AA 97X4930 NH2A252 77777 0 054219 2F 000000

ACRN: AA

CIN: 001017292200001 COST CODE: 011705690040

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

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

Name: Donald Dykstra

Code: 6.6.3

Mailing Address: 47123 Buse Road, BLDG 2272 RM 255

Patuxent River, MD 20670

Telephone:

Commercial: (301)757-5802

DSN: 757-5802

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

#### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

- (a) Definitions. As used in this clause—
- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
- (1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
- (i) Information regarding EDI formats is available on the Internet at http://www.X12.org.

	I	PAGE
N00178-04-D-4147	M801	13 of 21

- (ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.
- (4) Another electronic form authorized by the Contracting Officer.
- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- G-1 Wide Area Workflow-Receipts and Acceptance (WAWF)

The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

For each invoice submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the Invoice/Acceptance Officer identified below.

Invoice/Acceptance Officer: Donald Dykstra

Phone Number: (301) 757-5802

E-Mail Address donald.dykstra@navy.mil

Ship To DODAAC: N00421

## SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item 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): 100001

ALLOTTED TO COST: \$191,705.00 ALLOTTED TO FEE: \$11,295.00

PERIOD OF PERFORMANCE: 7 APR 06 - 7 May 2006

- (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\_\_\_] 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**

The following details funding to date:

Total CLIN: 1000

Total CPFF: \$2,438,395.42

Previous Funding: \$0

Funds This Action: \$203,000

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	14 of 21

Balance Unfunded: \$2,235,395.42

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 259,627 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 3,224 hours per month. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (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

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	15 of 21

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

- (j) Deleted per Amendment 0001
- (k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

#### 5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.
- (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment used in the performance of this contract.
- (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) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
- (6) "Consultant services" as defined in FAR 31.205-33(a).

DELIVERY ORDER NO. M801	PAGE 16 of 21

- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.
- (e) Contracting restrictions.
- [X](1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 2 years after the date of completion of the contract. (FAR 9.505-1(a))
- [] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))
- [X](3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor 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 2 years after the terms of this contract. (FAR 9.505-2(a)(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)
- [X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	l17 of 21

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 9.505-4(b))

- [X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))
- [] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.
- (f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.
- (g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:
- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount:
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

- (a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- (b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	18 of 21

as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

# 5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 2000)

- (a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.
- (b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).
- (c) Travel 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 food 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 form 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

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
	I	
N00178-04-D-4147	M801	19 of 21

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

- (g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.
- (h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

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

- (a) The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.
- (b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.
- (c) The costs of general purpose business expenses required for the conduct of the contractor's normal 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.

N00178-04-D-4147  M801  20 01 21		DELIVERY ORDER NO. M801	PAGE 20 of 21
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# SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE 52.216-8 -- FIXED FEE (MAR 1997)

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4147	M801	21 of 21

# SECTION J LIST OF ATTACHMENTS

Attachment 1 DD254, Security Classification
Attachment 2 TOM Appointment/Responsibilities
Exhibit A Contract Data Requirements List