

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 43	3. EFFECTIVE DATE 04-Jun-2013	4. REQUISITION/PURCHASE REQ. NO. 1300348919	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NAVAIR Aircraft Division Pax River  
21983 BUNDY ROAD, Bldg 441  
Patuxent River MD 20670  
kristen.ferro@navy.mil 301-737-7554

DCMA Manassas  
10500 BATTLEVIEW PARKWAY, SUITE 200  
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
CAGE CODE 17038 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-M801
		10B. DATED (SEE ITEM 13) 01-Sep-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds and FAR 43.103(a)(3) Mutual Agreement of Parties

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rick A Paskoski, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ (Signature of person authorized to sign)	15C. DATE SIGNED 04-Jun-2013	16B. UNITED STATES OF AMERICA BY /s/Rick A Paskoski (Signature of Contracting Officer)	16C. DATE SIGNED 04-Jun-2013

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to do the following:

1. Deobligate funding from CLIN 430026, ACRN CP, and CLIN 440018, ACRN DL.
2. Realign ceiling from CLINs 4300 and 4400 to CLIN 4500.
3. Incrementally fund CLINs 4500 and 6500.
4. Update Section G Clause 5252.232-9104, Allotment of Funds.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$39,396,671.00 by \$1,018,544.50 to \$40,415,215.50.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
430026	WCF	1,884,485.09	(215,000.00)	1,669,485.09
440018	WCF	2,228,348.68	(210,000.00)	2,018,348.68
450003	WCF	0.00	1,243,544.50	1,243,544.50
650003	WCF	0.00	200,000.00	200,000.00

The total value of the order is hereby increased from \$40,936,382.50 by \$0.00 to \$40,936,382.50.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4300	7,687,800.84	(215,000.00)	7,472,800.84
4400	7,037,089.00	(210,000.00)	6,827,089.00
4500	3,518,544.50	425,000.00	3,943,544.50

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Base Period.	80500.0	LH	\$	\$	\$6,447,861.11
	Technical and Engineering Services in support of Communications and Information Technology Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance with Section C, Statement of Work, Paragraph 3.0 (Fund Type) (OTHER)					
100001	Funding for CLIN 1000 (OTHER)					
100002	Funding for CLIN 1000 (OTHER)					
100003	Funding for CLIN 1000 (OTHER)					
100004	Funding for CLIN 1000 (OTHER)					
100005	Funding for CLIN 1000 (OTHER)					
100006	Funding for CLIN 1000 (OTHER)					
100007	Funding for CLIN 1000 (OTHER)					
100008	Funding for CLIN 1000 (OTHER)					
100009	Funding for CLIN 1000 (OTHER)					

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100010 Funding for CLIN  
1000 (OTHER)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Base Period. Other Direct Costs required to perform effort in support of Communications and Information Technology Systems Programs in accordance with Section C, Statement of Work Paragraph x.x (CLIN 1000). (OTHER)	1.0	LO	\$275,765.00

300001 Funding for CLIN  
3000 (OTHER)

300002 Funding for CLIN  
3000 (OTHER)

300003 Funding for CLIN  
3000 (OTHER)

300004 Funding for CLIN  
3000 (OTHER)

300005 Funding for CLIN  
3000 (OTHER)

300006 Funding for CLIN  
3000 (OTHER)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	Option Period I. Technical and Engineering Services in support of Communications and Information Technology Systems Programs	80500.0	LH	\$	\$	\$5,977,409.99

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(IT, C4I, GIS,  
IETM, IDMS, AIT,  
Multimedia and  
Sensor Systems)  
in accordance  
with Section C,  
Statement of  
Work, Paragraph  
3.0 (Fund Type)  
(OTHER)

410001 Funding for CLIN  
4100 (OTHER)

410002 Funding for CLIN  
4100 (OTHER)

410003 Funding for CLIN  
4100 (OTHER)

410004 Funding for CLIN  
4100 (OTHER)

410005 Funding for CLIN  
4100 (OTHER)

410006 Funding for CLIN  
4100 (OTHER)

4200	Option Period II. Technical and Engineering Services in support of Communications and Information Technology Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance with Section C, Statement of Work, Paragraph 3.0 (Fund Type) (OTHER)	80500.0	LH	\$	\$	\$6,425,646.06
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420001 Fund CLIN 4200  
Labor (OTHER)

420002 Fund CLIN 4200  
Labor (OTHER)

420003 Fund CLIN 4200  
Labor (OTHER)

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420004 Fund CLIN 4200  
Labor (OTHER)

420005 Fund CLIN 4200  
Labor (OTHER)

420006 Fund CLIN 4200  
Labor (OTHER)

420007 Fund CLIN 4200  
Labor (WCF)

420008 Fund CLIN 4200  
Labor (WCF)

420009 Fund CLIN 4200  
Labor (WCF)

420010 Fund CLIN 4200  
Labor (WCF)

4300	Option Period III. Technical and Engineering Services in support of Communications and Information Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance with Section C, Statement of Work, Paragraph 3.0 (Fund Type) (OTHER)	80500.0	LH	\$	\$	\$7,472,800.84
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430001 Funding for CLIN  
4300 (OTHER)

430002 Funding for CLIN  
4300 (OTHER)

430003 Funding for CLIN  
4300 (WCF)

430004 Funding for CLIN  
4300 (WCF)

430005 Funding for CLIN  
4300 (WCF)

430006 Funding for CLIN

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4300 (WCF)

430007 Funding for CLIN  
4300 (WCF)

430008 Funding for CLIN  
4300 (WCF)

430009 Funding for CLIN  
4300 (WCF)

430010 Funding for CLIN  
4300 (WCF)

430011 Funding for CLIN  
4300 (WCF)

430012 Funding for CLIN  
4300 (WCF)

430013 Funding for CLIN  
4300 (WCF)

430014 Funding for CLIN  
4300 (WCF)

430015 Funding for CLIN  
4300 (WCF)

430016 Funding for CLIN  
4300 (WCF)

430017 Funding for CLIN  
4300 (WCF)

430018 Funding for CLIN  
4300 (WCF)

430019 Funding for CLIN  
4300 (WCF)

430020 Funding for CLIN  
4300 (WCF)

430021 Funding for CLIN  
4300 (WCF)

430022 Funding for CLIN  
4300 (WCF)

430023 Funding for CLIN  
4300 (WCF)

430024 Funding for CLIN  
4300 (WCF)

430025 Funding for CLIN  
4300 (WCF)

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430026 Funding for CLIN  
4300 (WCF)

4400	Option Period IV. Technical and Engineering Services in support of Communications and Information Technology Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance with Section C, Statement of Work, Paragraph 3.0 (Fund Type) (OTHER)	80500.0	LH	\$	\$	\$6,827,089.00
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440001 Funding for CLIN  
4400 (WCF)

440002 Funding for CLIN  
4400 (WCF)

440003 Funding for CLIN  
4400 (WCF)

440004 Funding for CLIN  
4400 (WCF)

440005 Funding for CLIN  
4400 (WCF)

440006 Funding for CLIN  
4400 (WCF)

440007 Funding for CLIN  
4400 (WCF)

440008 Funding for CLIN  
4400 (WCF)

440009 Funding for CLIN  
4400 (OTHER)

440010 Funding for CLIN  
4400 (OTHER)

440011 Funding for CLIN  
4400 (WCF)

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440012 Funding for CLIN  
4400 (WCF)

440013 Funding for CLIN  
4400 (WCF)

440014 Funding for CLIN  
4400 (WCF)

440015 Funding for CLIN  
4400 (WCF)

440016 Funding for CLIN  
4400 (WCF)

440017 Funding for CLIN  
4400 (WCF)

440018 Funding for CLIN  
4400 (WCF)

4500	Option Period V. Technical and Engineering Services in support of Communications and Information Technology Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance with Section C, Statement of Work, Paragraph 3.0 (TBD)	40250.0	LH	\$	\$	\$3,943,544.50
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450001 Funding in  
support of CLIN  
4500. (WCF)

450002 Funding in  
support of CLIN  
4500. (WCF)

450003 Funding in  
support of CLIN  
4500. (WCF)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6100	Option Period I Other Direct Costs required to perform effort in support of Communications and Information Technology Systems Programs in accordance with Section C, Statement of Work Paragraph x.x (CLIN 1000). (OTHER)	1.0	LO	\$150,000.00
610001	ODC Funding for CLIN 4100 (OTHER)			
610002	ODC Funding for CLIN 4100 (OTHER)			
6200	Option Period II. Other Direct Costs required to perform effort in support of Communications and Information Technology Systems Programs in accordance with Section C, Statement of Work, Paragraph x.x (CLIN 4200). (OTHER)	1.0	LO	\$
620001	Funding for CLIN 6200 ODC (OTHER)			
620002	Funding for CLIN 6200 ODC (OTHER)			
620003	Funding for CLIN 6200 ODC (OTHER)			
620004	Funding for CLIN 6200 ODC (OTHER)			
620005	Funding for CLIN 6200 ODC (WCF)			
620006	Funding for CLIN 6200 ODC (WCF)			
620007	Funding for CLIN			

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6200 ODC (WCF)

6300    Option Period                      1.0    LO                      \$591,385.00

III.  
Other Direct  
Costs required to  
perform effort in  
support of  
Communications  
and Information  
Technology  
Systems Programs  
in accordance  
with Section C,  
Statement of  
Work, Paragraph  
x.x (CLIN 4300).  
(OTHER)

630001 Funding for CLIN  
6300 (OTHER)

630002 Funding for CLIN  
6300 (OTHER)

630003 Funding for CLIN  
6300 (WCF)

630004 Funding for CLIN  
6300 (WCF)

630005 Funding for CLIN  
6300 (WCF)

630006 Funding for CLIN  
6300 (WCF)

630007 Funding for CLIN  
6300 (WCF)

630008 Funding for CLIN  
6300 (WCF)

630009 Funding for CLIN  
6300 (WCF)

630010 Funding for CLIN  
6300 (WCF)

630011 Funding for CLIN  
6300 (WCF)

630012 Funding for CLIN  
6300 (WCF)

630013 Funding for CLIN  
6300 (WCF)

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630014 Funding for CLIN  
6300 (WCF)

630015 Funding for CLIN  
6300 (WCF)

6400 Option Period 1.0 LO \$1,415,214.00  
IV.  
Other Direct  
Costs required to  
perform effort in  
support of  
Communications  
and Information  
Technology  
Systems Programs  
in accordance  
with Section C,  
Statement of Work  
Paragraph x.x  
(CLIN 4400).  
(OTHER)

640001 Funding for CLIN  
6400 (WCF)

640002 Funding for CLIN  
6400 (WCF)

640003 Funding for CLIN  
6400 (WCF)

640004 Funding for CLIN  
6400 (WCF)

640005 Funding for CLIN  
6400 (WCF)

6500 Option Period V. 1.0 LO \$707,607.00  
Other Direct  
Costs required to  
perform effort in  
support of  
Communications  
and Information  
Technology  
Systems Programs  
(CLIN 4500).  
(TBD)

650001 Funding in  
support of CLIN  
6500. (WCF)

650002 Funding in  
support of CLIN  
6500. (WCF)

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650003 Funding in  
support of CLIN  
6500. (WCF)

Block 5	Contract Specialist	Kristen W. Ferro
	Code	AIR-2.5.1.3.8
	Phone Number	301-737-7554
	Facsimile Number	301-995-0926
	Email	<a href="mailto:kristen.ferro@navy.mil">kristen.ferro@navy.mil</a>
Block 21:	Contracting Officer	Thomas Stann
	Code	AIR-2.5.1.3
	Phone Number	301-737-7578
	Facsimile Number	301-737-2096
	Email	<a href="mailto:thomas.stann@navy.mil">thomas.stann@navy.mil</a>

Notes:

(1) This acquisition is applicable to Zone 2, National Capital, and is solicited as an "unrestricted" full and open competitive procurement.

(2) This task order is issued in accordance with the terms and conditions of contract N00178-04-D-4024. Only clauses and provisions requiring fill-ins, or unique to the task order have been included in full text in the task order.

(3) It is anticipated that there will not be a transisiton period prior to start work date of 1 September 2008, to transition from the incumbents to the awardee of the task order competition.

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

(5) Deleted

(6) Funding for each CLIN will be added at the subCLIN (SLIN) level.

(7) Deleted

(8) Deleted

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 [            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 [to be identified at the task order level]

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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 \_\_\_\_\_ 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 Task Order 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 Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order 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,



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[illegible]

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK FOR

#### TECHNICAL SERVICES TO SUPPORT

#### COMMUNICATIONS AND INFORMATION SYSTEMS

**1.0 BACKGROUND.** The Integrated Communications and Information Systems (ICIS) Division, Code 4.5.10, of the Naval Air Systems Command (NAVAIR) provides engineering and technical services to support the systems engineering and life-cycle support of communications and information systems. These services are provided in response to tasking from Department of Defense, other U.S. Government organizations, and NATO partners. Efforts span the entire systems and equipment life cycle from initial needs assessment to sustainment and disposal.

**2.0 SCOPE.** Unless otherwise specified, the contractor shall apply best commercial practices to all tasks accomplished under the contract, including engineering and technical support, quality management and technical management support. The scope of the contract encompasses strategic and tactical airborne; land-based; and mobile, sea-based surface and sub-surface, or space-based platforms, systems, subsystems or components. The following are representative of the programs, systems, and technology areas to which the requested engineering and technical services may be applied:

- “ Military and commercial radio communication systems
- “ Information and computer network systems
- “ Command and control systems
- “ Automatic identification technology systems
- “ Geographical information systems
- “ Integrated document management systems
- “ Multimedia systems
- “ Embedded and stand-alone sensors
- “ Unmanned Aerial Systems

**3.0 REQUIREMENTS.** The following subparagraphs describe the engineering and technical tasks and functions to be accomplished under the contract. Identified tasks and functions are not all inclusive nor are they intended to define the specifics of how a task or function is to be accomplished, but rather are intended to provide an overview of the efforts required by the contract and the performance expected. Unless otherwise specified, throughout this statement of work the reference to systems, solutions, capabilities, components, etc., applies to software as well as hardware whenever the required task or function can reasonably be applied to both. Physical security, information assurance policies and the overarching guidance necessary to protect and safeguard hardware and information associated with the tasks performed under the contract, along with specific physical and information security requirements associated with the systems and equipment being provided, shall be strictly adhered to when applicable.

Efforts accomplished under the contract will ensure that the hardware and software components composing communication and information systems developed and fielded by NAVAIR satisfy the operational and technical performance requirements of the sponsors and end users, and that life-cycle engineering, technical and logistics support is provided to fielded systems.

**3.1. Concept and Technology Development.** The contractor shall provide engineering and technical services to identify system needs and operational requirements, assess possible solutions, establish performance requirements, and develop system architectures and concepts necessary to satisfy customers' requirements. The contractor shall accomplish the following functions and tasks associated with system concept and technology development.

3.1.1. Assess the needs and define the operational requirements for new systems or capabilities to address deficiencies with existing systems, new mission requirements, or opportunities for improvements afforded by new technologies. Considerations shall include the existing system being replaced; operational processes and procedures; possible constraints and limitations; operational environment; reliability, maintainability, and availability; and legacy and proposed systems with which the new system shall operate. (A002)

3.1.2. Conduct the analysis necessary to transform operational needs and requirements into defined operational objectives and system technical performance objectives to guide the development of new or improved system capabilities. (A001 & A033)

3.1.3. Conduct functional analyses, develop baselines and develop conceptual architectures and designs necessary to satisfy the operational objectives and technical features of a proposed system. Address external as well as internal interoperability and interface issues. (A020)

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3.1.4. Identify, evaluate and document competing alternative systems, concepts and technologies to provide information necessary to objectively compare their attributes (such as technical capability, risk, and cost) and, when all factors are considered, select and recommend the most appropriate solution. Consider Government off-the-shelf (GOTS), contractor off-the-shelf (COTS) and non-developmental item (NDI) solutions whenever feasible, and include issues specific to these solutions, such as data rights, supportability, licensing agreements, and copyrights as part of the evaluation. (A033)

3.1.5. Ensure traceability between a system's operational requirements and its hardware and software implementation by documenting and providing information in a format that clearly demonstrates a logical flow and validates that the system components are necessary and sufficient to meet a system's requirements. (A033)

3.1.6. Conduct engineering and technical studies and analyses to support and/or validate systems engineering and programmatic decisions. These shall include feasibility studies, trade studies, manpower studies, a cost-benefit analyses, and a system total-operating-cost analyses. (A020)

**3.2. System Development and Design.** The contractor shall provide the engineering and technical services necessary to convert system concepts into hardware and software components, integrate these components into a complete system, validate the associated operational capabilities, and verify the technical performance of prototype and developmental systems and models. Typical products for these efforts include engineering drawings and technical documentation, prototype and initial production systems, and evaluation test reports. Where appropriate, apply engineering and design practices that enhance development, modernization, compatibility, and cost efficiency, such as the use of open architectures and software reusability. The contractor shall accomplish the following functions and tasks associated with system development and design.

3.2.1. Validate the feasibility and suitability of proposed design solutions. Conduct appropriate risk mitigation efforts, such as modeling and simulation, when unproven technologies, unique concepts, or high-risk approaches are proposed. (A001, A021, & A033)

3.2.2. Define the subsystems and components composing a system design. Identify and assign functions as appropriate, and document and maintain an allocated baseline. Identify and assign the specific hardware and software items required to accomplish system functions, and document and maintain a product baseline. (A033)

3.2.3. Review and validate system-related technical documentation, such as technical manuals, interface control drawings, and design specifications, for completeness and accuracy. Identify deficiencies and provide recommendations for corrections or modifications. (A014, A015, A016, A017, A018, A025, A026, & A033)

3.2.4. Accomplish the overall design for proposed systems. Develop, update and maintain detailed engineering drawings and documentation associated with the design of hardware and software systems. Drawings and documentation shall address all aspects of the system and provide the details necessary to integrate, install, and maintain the subject system. (A019, A020, A021, A022, A025, & A033)

3.2.5. Design, develop, and integrate computer software solutions. Develop and maintain documentation associated with the software development process. Utilize accepted best practices, techniques, and approaches to ensure effective and efficient software development and integration. Develop software in accordance with the guidelines and methodologies of Capability Maturity Model (CMM) Level III. Source code developed in support of the contract becomes the property of the U.S. Government. (A004, A005, A006, A007, A008, A009, A010, A011, A012, & A013)

3.2.6. Design, develop, integrate, test and document software interfaces with legacy and migration databases. Typical databases encountered perform various functions, including inventory control, maintenance commodity-specific information, in-transit visibility and asset visibility. (A014, A015, A016, A017, A018, & A019)

3.2.7. Conduct, participate in, or provide engineering, technical, and administrative support for formal and ad hoc engineering and software technical reviews, such as preliminary design reviews, critical design reviews, and test-readiness reviews. (A001, A002, A016, A020, A031, A032, & A033)

3.2.8. Design, develop and test non-standard equipment, hardware, software, interface units or test fixtures not available from other sources. Develop installation drawings, procurement drawings, and technical documentation for such items. (A007, A014, A015, A016, A021, A022, A025, A026, & A029)

3.2.9. Develop the test and evaluation documentation necessary to validate and verify the operational and technical parameters of a system. Accomplish test planning and coordination by performing functions such as participating in planning meetings, identifying and coordinating required test resources and facilities, and developing test schedules. (A003, A014, A015, A016, A020, A021, & A022)

3.2.10. Perform developmental and operational system tests and evaluations. Perform data collection, data reduction and test result analyses. Efforts may also involve specialized testing such as shock, vibration, and electromagnetic interference. (A017, A018, A021 A022, A026, A028, & A029)

**3.3. System Integration and Life-Cycle Support.** The contractor shall provide the engineering and technical services necessary to integrate the hardware and software components and subsystems composing communications or information systems into complete systems that satisfy sponsor and end-user operational and technical requirements. Provide technical services for the life-cycle support of fielded systems and equipment to ensure their operational viability throughout their planned system life. Life-cycle support includes technical documentation, training, logistics support, system maintenance, system upgrades, and field support services. The contractor shall accomplish the following functions and tasks associated with system integration and life-cycle support.

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3.3.1. Integrate the subsystems, components, and equipment composing production communication and information systems. System integration shall include any required software. Accomplish production planning, including developing production schedules, coordinating the availability of required material and software, and developing and applying production work instructions as appropriate. The integration effort shall also include the implementation of quality/verification approaches to ensure the integrated system meets design specifications. (A019, A020, A021, A025, & A028)

3.3.2. Develop the test plans and procedures necessary to verify the operational and technical parameters of integrated or installed systems. Both hardware and software shall be included in this testing. Perform test planning activities, such as developing test schedules, identifying and coordinating required test resources and facilities, and coordinating those activities with external support organizations. (A004, A010, A012, A014, A015, A016, A030, A031, & A033)

3.3.3. Conduct the testing of integrated production systems. Perform data collection, data reduction, and test result analyses. Identify and document discrepancies as well as the actions taken to resolve those discrepancies, and provide feedback to appropriate engineering or production personnel as appropriate. (A014, A015, A016, A020, A026, A028, A029, A031, & A033)

3.3.4. Install, or coordinate the installation of, completed systems at sponsor or end-user sites as directed. Develop system installation plans that encompass all aspects of the installation, including required support services, such as material handling and electrical trades, while minimizing the impact on the receiving activity. System testing shall be accomplished following installation, and customer acceptance testing shall be conducted to demonstrate proper system operation. (A014, A015, A016, A017, A018, A019, A021, A028, & A029)

3.3.5. Define required material, equipment, technical data and logistics support items (hardware and software), identify sources for the required items, prepare procurement documentation and initiate procurements. These procurement efforts apply to developmental as well as production systems. (A021, A022, A023, A024, A025, & A026)

3.3.6. Receive, track, inventory, issue and monitor [cv3] all material, equipment, technical data, and logistic support items throughout the entire acquisition process. Plan and coordinate the procurement and delivery of equipment with vendors to ensure deliveries meet required schedules. Monitor the status of the orders and the projected delivery dates of ordered material and equipment. Ensure that spare and interim repair parts necessary to support system integration/installation, and those required at the end-user site, are available to meet defined schedules. (A021, A022, A023, & A024)

3.3.7. Conduct system physical and software configuration audits and validate configuration data and documentation for fielded systems. Maintain and provide configuration status accounting reports; reports shall take into account all system hardware and software configuration items. (A017, A018, A021, A024, A025, A026, & A028)

3.3.8. Support system configuration-control processes, including the development, revision and updating of configuration-control documentation. Configuration management/control activities shall be applied to systems hardware, software and associated technical documentation. (A017, A018, A020, & A021)

3.3.9. Develop and maintain technical documentation such as operations, technical, and maintenance manuals for designated systems, subsystems, and equipment. For COTS items, the contractor shall obtain commercially available technical manuals and review and evaluate such manuals for technical accuracy and adequacy. The contractor shall also adapt these manuals, when possible, to meet end-user operational requirements and/or maintenance specifications. Technical documentation shall be made available in electronic formats. (A019, A025, A026, A027, & A031)

3.3.10. Develop and maintain training material to support user training on designated systems, subsystems, and/or equipment. Training material may include training plans, course outlines, presentations, or other training aides; the format and medium in which training material is provided shall be appropriate for the training delivery method. Training may include maintenance as well as operator training. (A018, A022, & A027)

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3.3.11. Conduct operator and/or maintenance training on designated systems, subsystems, and/or equipment. Training may be provided at NAVAIR facilities, at user sites, or at other locations as required. Training may include formal classroom training or on-the-job/hands-on training, as well as other training delivery methods. (A021, & A027)

3.3.12. Respond to technical, maintenance, and training support requests from end-users and sponsors for supported systems, subsystems, and/or equipment. Assess and troubleshoot technical problems and determine required corrective actions. Correct problems when possible, or work with the end-users to facilitate problem resolution. Ensure feedback reports are provided to appropriate support organizations. (A022, A026, & A033)

3.3.13. Monitor and assess the operational performance and effectiveness of supported systems, subsystems, and equipment, and recommend engineering, maintenance, or logistics changes required to correct or mitigate identified deficiencies. (A022, & A028)

3.3.14. Upgrade or replace supported systems, subsystems, and/or equipment in response to operational deficiencies, new requirements, and obsolescence. Assess new and emerging technologies to identify the potential to improve the operational performance of existing systems, and recommend system changes. (A033)

**3.4. Technical Management Support.** The contractor shall provide technical management support efforts associated with the engineering, technical, and logistics tasks to be accomplished under this statement of work. The extent to which technical management processes and methodologies are applied shall be commensurate with the criticality and complexity of the assigned projects, and shall be discussed and agreed upon among the government/contractor team. The contractor shall accomplish the following functions and tasks associated with technical management support.

3.4.1. Establish and maintain reliable methods of communication, such as e-mail, between its places of business and NAVAIR to effectively and efficiently transfer information necessary to support the conduct of project and contract-related operations. (A032, & A034 )

3.4.2. Communicate and coordinate with internal and external stakeholders on technical and programmatic issues. Support internal and external working-level technical conferences and status meetings and provide minutes or reports of formal meetings. Perform the daily activities and ad hoc administrative actions associated with the execution of project tasks. (A003, A021, & A022)

3.4.3. Develop and maintain planning documentation and conduct planning efforts necessary to identify, schedule, execute and monitor project-related tasks. This may include Program Management Plans, Plans of Action and Milestones, Project Close-Out Reports, Staffing Plans, and the input and maintenance of data in external planning databases. (A021, A028, & A034)

3.4.4. Provide representation and/or briefing materials to support meetings with peer groups or industry organizations such as Integrated Process Team (IPT) meetings, configuration control boards, other participating project entities, standards committees or commercial forums. (A003, A027, & A033)

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3.4.5. Collaborate with Government personnel to define the scope of assigned projects. Monitor the scope throughout the duration of the project and ensure effective and adequate methods are in place to proactively address and manage changes in project scope. This may require the development and maintenance of a project tracking database, scope management plans and work breakdown structures for specific projects. (A002, A021, A028, A032, & A033)

3.4.6. Develop cost estimates and update, monitor and control budgets for assigned projects. This may require the implementation of earned value management or other similar techniques to accomplish the effective control and management of project costs and tasks. (A021, A028, & A033)

3.4.7. Establish and execute processes and methods to effectively identify, communicate, and manage the risks associated with assigned projects. Ensure project risks are factored into decisions affecting other technical management areas such as cost and schedule. (A021, A022, A028, A032, & A033)

3.4.8. Support process improvement initiatives for existing technical, technical management and business processes to increase their effectiveness, efficiency, quality, and cost performance. (A032, & A033)

3.4.9. Provide organizational planning and development support to ensure that adequate organizational structures, processes, tools and skill sets are available to support assigned projects. Typical efforts include strategic planning, organizational evaluations and organizational-level training. (A032, & A033)

**4.0. QUALITY MANAGEMENT.** The contractor shall develop, document, maintain, and implement a quality management system to ensure conformance with contractual requirements and the specific quality and performance requirements of assigned tasks. The quality management system shall meet the requirements of American National Standards Institute/American Society for Quality (ANSI/ASQ) Q9001, the International Organization for Standardization (ISO 9001), or an equivalent governing body. Regardless of the standard applied, the contractor's quality approach shall recognize the need to focus on aspects of customer satisfaction, **prevention over inspection**, management responsibility, and continuous improvement. A copy of the contractor's Quality Management Plan, approved by its management and demonstrating conformance to the selected quality standard, shall be submitted as an addendum to the Technical Volume. This Quality Management Plan shall address all areas of work to be performed under the contract, including hardware and software systems engineering, integration and installation, configuration management, logistics and documentation. (A028)

**5.0. FACILITIES.** The contractor shall provide off-base support facilities for the performance of the contract. There will be no Government-provided facilities for exclusive use by the contractor. The contractor may require access to Government installations and facilities to carry out specific tasking, but facilities for day-to-day execution of this statement of work are the responsibility of the contractor. For the purposes of this section, facilities are defined as the physical structure, as well as the support required to occupy, utilize, and maintain the structure (such as janitorial services, trash collection and utilities). The geographic location of the contractor's primary facility with respect to NAVAIR St. Inigo is not dictated, but a one-hour target driving time to the Government Program Office location at NAVAIR St. Inigo is mandatory. The contractor's permanent support facilities shall be in place no later than 120 days after contract award. All facilities shall meet the standards for access prescribed by the Americans with Disabilities Act of 1965.

**6.0. NAVY MARINE CORPS INTRANET (NMCI).** The contractor is advised that Information Technology (IT) services shall be ordered from the NMCI contract in accordance with the provisions of 5252.237-9503. The contractor shall order NMCI seats and services and provide a copy of the purchase order itemized by name, seat type and location to the NAVAIR NMCI Customer Technical Representative (CTR) via the local 4.5 NMCI POC.

**6.1. INFORMATION ASSURANCE.** All Information Assurance (IA) shall be in compliance with the following listed instructions to include those referenced within the below listing:

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- Navy IA Pub 5239-02 --Terms, Abbreviations, and Acronyms
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems
- CJCSI 6250.01(series) --Satellite Communications
- CJCSI 6215.01 (series) --Policy for Department of Defense Voice Networks
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI 8510.bb--DoD Information Assurance certification and Accreditation Process (DIACAP) (DRAFT)
- DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, "DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP)," 30 Dec 1997
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"

## 6.2. System Software / Application Compliance

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

### 6.3. Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services

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

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

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

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

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

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

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

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

**NAVAIR CIO Website (NAVAIR specific policy and guidelines)** <https://cio.navair.navy.mil/>

#### 6.4. Software Development/Server Procurement

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

#### 6.5. Enterprise Architecture

**6.5.1. Contractor Networks and Connections.** Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. All IT systems and networks operated by contractors on behalf of NAVAIR, or in support of NAVAIR contracts, regardless of the level of data processed, will be operated and in accordance with all current DoD, IA, and Command policies and procedures.

**6.5.2. DoD Networks.** Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet the following specific criteria before being connected to any DoD or NAVAIR network in support of this contract. Requirements include:

A. Network Vulnerability Scanning. Every system that connects to a DoD network (either physically or logically) shall be audited prior to connection. NAVAIR (AIR-5.4.1) personnel shall be responsible for conducting the audit using only NAVAIR Developmental Designated Accreditation Authority (DDAA) authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as identified by NAVAIR DDAA. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks;

B. Extent of Vulnerability Scanning. To prevent scanning of "corporate" assets, all such networks, equipment and connections shall be physically segregated from any government/contractor "corporate" networks that are not in direct support of DoD contracts.

C. Operating Procedures. The contractor must comply with AIR-5.4.1/AIR-7.2 approved Standard Operating Procedures for connecting contractor owned devices to Navy networks;

D. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned by the Defense Information Systems Agency (DISA);

E. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted;

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F. Memorandum of Agreement. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

**6.5.3. Disclosure of existing networks, circuits or connections.** Any and all networks, circuits or connections between the contractor and any NAVAIR site shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

**6.5.4. IT Approval.** The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

## **7.0. TECHNICAL DIRECTION LETTERS (TDLs).**

**7.1. TECHNICAL DIRECTION LETTERS (TDL)** When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR). TDLs will not, in any manner, alter the scope of the contract. Each TDL issued will include a description of the work to be performed, a list of deliverables, data item descriptions, and a delivery schedule. Upon the completion of the work identified in the TDL the contractor shall provide a Project Close-Out Report signed by the contractor's program manager and forwarded to NAVAIR Code 4.5.10. (A034)

## **8.0. PROGRESS REPORTS.**

**8.1. Technical Progress Reports.** The contractor shall prepare and deliver a technical progress report as a supplement to each Standard Form 1034 presented for payment; it shall be in an electronic format and provided to the COR at NAVAIR (Code 4.5.10). The technical progress report may cover more than one invoicing period when invoices are submitted more frequently than once per month, but in no case will the technical progress report cover more than one calendar month. The first report shall be submitted not later than the 10<sup>th</sup> working day of the month following the first full month of contract performance. Subsequent report due dates will be predicated on the frequency of contractor invoicing; monthly reports will be due not later than the 10<sup>th</sup> working day of each month. Reports may include charts, and other graphics as necessary to clearly detail the status of the contract, but they shall include the following information, when applicable:

### **A. Identification of Elements:**

- 1) Title
- 2) Contract, Invoice and Control Numbers
- 3) Contractor's Name and Address
- 4) Date of Report
- 5) Reporting (Invoicing) Period
- 6) Name of Individual Preparing Report

### **B. Description of Elements:**

- 1) Description of progress made during the reporting period, including problem areas encountered and recommendations for their rectification
- 2) Results obtained relating to previously identified problem areas
- 3) Deliverables completed and delivered
- 4) Extent of subcontracting results achieved
- 5) Extent of travel, including identification of the individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category and the results of such travel
- 6) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each
- 7) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract
- 8) Materials and other direct cost items expended in performance of the contract during the reporting period
- 9) Problem areas and recommendations involving their impact on technical, cost and scheduling requirements

Each report shall address each element of paragraph B above. Where the element is not applicable, the report shall so state.

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**8.2. Financial Progress Reports.** Financial progress reports shall be prepared and submitted on a monthly basis. In order to reduce the administrative burden presented by creating a unique reporting requirement and to allow these reports to piggyback on the contractor's timesheet/payroll system, the actual periodicity of these reports will be determined by the contractor's existing accounting system. The purpose of this report is to provide NAVAIR with the current financial status of the contract at the CLIN and TDL level. When applicable, this report shall include prior year(s) expenditures.

8.2.1. Financial progress reports shall be delivered electronically to NAVAIR (Code 4.5.10.) within seven (7) working days of each monthly ending date. A hard copy of the report shall be submitted to arrive at NAVAIR (Code 4.5.10.) within ten (10) working days of each monthly ending date. Both the electronic and the hard copy reports shall include data which is valid and current through the most recent pay-period closing date. Submission of the first report is required within 45 days of contract award. (A032)

8.2.2. Details relative to the electronic submission of the financial progress reports will be provided to the contractor within 30 days after contract award.

**9.0. SEGREGATION OF COSTS AND INVOICE REQUIREMENTS.** The contractor shall segregate costs incurred under the contract at the lowest level of performance, either by tasks or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

When there is more than one line of accounting, the Government will ascr be each Accounting Classification Reference Number (ACRN) preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

Invoices shall contain the following cost elements by schedule and include supporting details. **Invoices shall be submitted with two attachments. The first attachment shall contain Schedules A through D, F and G and shall be provided as fully burdened. The second attachment shall contain Schedule E.**

Invoice summary for current billing period and cumulative.

(Schedule A) – Direct Labor \$

(Schedule B) – Material \$

(Schedule C) – Travel \$

(Schedule D) – Other Direct Charges \$

(Schedule E) – Indirect Charges \$

(Schedule F) – Adjustments \$ \_\_\_\_\_

TOTAL \$

(Schedule G) – Outstanding Commitments \$

Schedule A – DIRECT LABOR

		Period Covered			Cumulative	
Employee Identifier	Labor Category	Hours Billed		Burdened Costs**	Hours Billed	Burdened Costs**
		Off-site	On-site*			
	TOTAL					

\* On-site work is considered to be work performed at a Government installation. Off-site is work performed at the contractor's facility.

**\*\* Unburdened rate information shall be made available upon request. When requested, unburdened rate information shall not include indirect costs and shall reflect the actual rate paid.**

Schedule B – MATERIAL

Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

Schedule C – TRAVEL

Travel charges shall be itemized and shall include the dates of travel, names of the individuals traveling, destination, purpose, and travel cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they shall be retained and are subject to review.

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#### Schedule D – OTHER DIRECT CHARGES

Other direct charges shall be itemized. Copies of invoices shall be made available upon request. Subcontractor's invoices shall be in the same format and require the same level of detail.

#### Schedule E – INDIRECT CHARGES

Indirect charges include those charges based upon a rate that is subject to verification by the Defense Contract Audit Agency at contract closeout.

#### Schedule F – ADJUSTMENTS

Current fiscal-year invoice adjustments shall be shown in this section along with the justification. Adjustments which pertain to prior fiscal years shall be invoiced separately.

#### Schedule G – OUTSTANDING COMMITMENTS

Any authorized expenditures that remain unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in this section.

Invoices that shall be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim, nor will the Navy [cv5] pay for, direct costs associated with preparation of an invoice.

Program management/support charges are limited to the first-level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP shall be explained in the proposal with a justification of the specific duties to be performed. The cost shall not be permitted without approval of the Contracting Officer.

The contractor shall segregate costs incurred under the contract at the lowest level of performance, either by tasks or by subtask, rather than only on a CLIN or total contract basis and shall submit invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries or work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

### 10.0. WORKPLACE AND SCHEDULE.

**10.1. Restricted Entry to the Workplace.** In the event the contractor is restricted from entry to the workplace due to uncontrollable emergencies such as weather, power outages, etc., the contractor shall not charge the non-work time as direct labor to the contract.

**10.2. Building Security.** The contractor may be required to perform building security responsibilities when provided office or lab spaces in a Government building under the contract. These responsibilities may include such duties as ensuring that all windows are closed and locked, coffeepots are turned off, all external doors are locked, or other duties as deemed necessary by the Government. Each building will have written procedures for the responsibilities of securing that building. If the contractor's failure to use reasonable care causes damage to any property, the contractor shall replace or repair the damage at no expense to the Government. If the contractor fails to secure the external doors, he/she may be called back to lock the door after regular working hours. This time may not be a direct charge to the contract.

**10.3. Work Schedule.** The contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually eight and one-half (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 the flexibility to start as early as 0600 and end as late as 1800, Monday through Friday. Services and staffing shall be provided for each office at least eight (8) hours per day (an 8.5-hour workday with a 30-minute lunch break). Government employees are allowed to voluntarily work a compressed work schedule (CWS). CWS is an alternative work schedule to the traditional five 8-hour workdays per week. An employee participating in the CWS completes eight weekdays at nine (9) hours each; one Friday is alternately worked for eight (8) hours, and the other Friday is not worked. The result is eighty (80) hours worked every two weeks, forty-four (44) work hours one week and thirty-six (36) work hours the other.

The contractor, with agreement by the COR, may allow its employees to work a CWS. Any contractor that chooses to allow its employees to work a CWS in support of the contract agrees that any additional costs associated with the implementation of the CWS vice the standard schedule are unallowable costs under the 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 shall not prevent contractor employees from providing necessary staffing and services coverage when required by the Government facility.

**11.0. TRANSPORTATION.** The contractor may, on occasion, be required to provide transportation to Government members of a temporary duty (TDY) team when it is deemed most economical to the Government and is otherwise in the Government's best interest.

**12.0 SCA Labor Categories.** See Attachment 7 for the latest Wage Determination that is applicable

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### PERSONNEL QUALIFICATIONS

1. The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

2. The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years.

3. Personnel must have, or be able to obtain the appropriate security clearance as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to government installation, aircraft, and ships.

4. Key personnel are those who will be performing in the Key Labor Categories listed below. The contractor shall provide personnel data forms in the amount listed to the right of each labor category. Key personnel are subject to the substitution restrictions clause 5252.237-9501 I entitled "Additional or Substitution of Personnel."

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

*KEY LABOR CATEGORIES	NON-KEY LABOR CATEGORIES	
*Program Manager [1]	Senior Project Analyst	Logistician
*Project Manager [1]	Project Analyst	Technical Writer/Editor
*Senior Network Engineer[1]	Network Engineer	General Clerk II
*Senior Programmer [1]	Computer Programmer I	Drafter/CAD Operator II
*Senior Systems Analyst [1]	Systems Analyst	Installation Technician
*Senior Systems Engineer [1]	Systems Engineer	

### RFP/SCA Matrix

<u>RFP LABOR CATEGORY</u>	SCA LABOR CATEGORY
Computer Programmer I	Computer Programmer I
Technical Writer/Editor	Technical Writer II
General Clerk II	<b>General Clerk II</b>
Drafter/CAD Operator II	Drafter/CAD Operator II
Installation Technician	Electronic Tech Maintenance I

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#### LABOR CATEGORY DESCRIPTIONS/PERSONNEL QUALIFICATIONS

##### **Program Manager (Key)**

**Function:** Acts as the overall manager and administrator for the contract effort. Serves as the primary interface and point of contact with Government program authorities and representatives for program and contract administration issues. Supervises program operation by developing management procedures and controls, planning and directing program execution, and monitoring and reporting progress. Manages acquisition and employment of program resources. Manages and controls financial and administrative aspects of the program with respect to contract requirements.

**Education:** Bachelor's degree in Engineering, Engineering Management, Computer Science or Business Administration:

##### **Experience:**

(a) At least ten years management and supervisory experience, which includes at least eight years of specialized experience in the planning, organizing, directing, and controlling multiple projects in the design, systems engineering, or field service of military Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR).

(b) Demonstrated recent experience with DoD policies relating to contract management and contract administration; program management skills relating to fiscal planning; oral and written communications, interpersonal relations, and managerial techniques.

##### **Project Manager (Key)**

**Function:** Acts as a manager and administrator for the contract effort. Serves as an interface and point of contact with Government program authorities and representatives on technical, project and contract administration issues. Supervises project operation by developing management procedures and controls, planning and directing project execution, and monitoring and reporting progress. Manages acquisition and employment of project resources. Manages and controls financial and administrative aspects of the project with respect to contract requirements.

**Education:** Bachelor's degree in Engineering, Engineering Management, Physics, or Computer Science.

##### **Experience:**

(a) At least five years management and supervisory experience, which includes at least three years of specialized experience in the planning and management of multiple projects in the design, systems engineering, or field service of military C5ISR Systems

(b) Documented recent experience with DoD policies pertaining to contract management; program management skills relating to fiscal planning; oral and written communications, interpersonal relations, and managerial techniques.

**OR**

##### **Education:**

(a) High School Diploma or GED.

(b) Completed Navy Class B or C School for a technical rating as identified in the definition section.

(c) Project Management Professional Certification.

**Experience:** Eleven years of specialized experience to include at least five years management and supervisory experience, which includes

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at least three years of specialized experience in the planning and management of multiple projects in the design, systems engineering or field service of military C5ISR Systems.

### **Senior Systems Analyst (Key)**

**Function:** This labor category serves as a team lead for tasks required of this discipline. Applies management analysis processes, and advanced technical and analytical research techniques to determine solutions based on customer requirements associated with communications and IT based systems. Analyzes operational activities to obtain a quantitative, rational basis for decision making and resource identification and allocation. Employs process improvement and reengineering methodologies and principles for modernization of systems and projects. Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service. Individual will be required to provide integral support in the mission operation requirements which involves the preparation, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications.

**Education:** Bachelor's degree in Engineering, Engineering Management, Computer Science, Information Systems, Mathematics or Physics.

**Experience:** Seven years of experience with systems design and analysis, test and evaluation procedures or test support requirements for military communications or information systems.

OR

**Education:** Associate's degree in a technical discipline.

**Experience:** Ten years of experience with systems design and analysis, test and evaluation procedures or test support requirements for military communications or information systems.

### **Senior Systems Engineer (Key)**

**Function:** This labor category will serve as a team leader for a specific tasks or sub-tasks within the overall program. Qualified personnel must have experience in both the individual discipline involved and as a task manager. Experience shall include engineering design, development, integration and interface design analysis, installation, integration, fielding, field analysis, operation, maintenance, and testing of information processing and other systems, including associated hardware, software, and network requirements of digital and analog communication and information systems and subsystems supporting voice, video, data, imagery, and knowledge management information systems.

**Education:** Bachelor's degree in Engineering, Physics or Math with course work in system theory, system analysis, process engineering and life cycle engineering.

**Experience:** Five years of practical experience in Systems Engineering involving design, implementation, integration, systems testing, and interoperability studies related to military communications or information systems.

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### **Senior Network Engineer (Key)**

**Function:** Individual serves as a team lead for the support and performance of various tasks associated with this discipline. Applies engineering and computer networking principles to the development, design, integration and fielding of hardware and software systems associated with local, regional, and wide area networks and systems that process and route voice, video, data, and imagery information. Efforts include analysis and evaluation of networking requirements, design and development of network topologies and architectures to include hardware and software identification, network test and evaluation, operational and performance analysis, network upgrades and modifications, and implementation of network security and information assurance measures.

**Education:** Bachelor's degree in Engineering or Computer Science.

**Experience:** Five years of networking experience in network design and analysis, test and evaluation procedures of test requirements with three years experience in military communications or information systems.

### **Senior Programmer (Key) (SCA Computer Programmer III)**

**Function:** Applies knowledge of computer science concepts and techniques to independently write, modify, and adapt complex computer programs in machine level, assembly, and third or fourth generation programming languages. Serve as a team leader which may guide or instruct lower level programmers and review their work upon completion, for accuracy and compliance with standards.

**Education:** Bachelor's degree in Computer Science or a computer-related discipline.

**Experience:** Five years of progressive experience in the analysis, design and development of business applications of automated systems/networks.

**OR**

**Education:** Associate's degree in Computer Science or a computer-related discipline.

**Experience:** Eight years of progressive experience in analysis, design and development of business or scientific applications of automated systems/networks.

### **Senior Project Analyst**

**Function:** Serves as a team lead for the support and performance of various tasks associated with this discipline. Supports project managers and other team leads by providing required analyses and developing products associated with the planning and execution of technical projects. This includes the entire range of project management functional areas to include scope definition, project schedules, cost estimates and budgets, hardware and services acquisition, project staffing, risk management, and quality management. Efforts also include project monitoring; reporting; and continuous analysis, complex problem-solving and rebalancing of requirements throughout the duration of assigned projects.

**Education:** Bachelor's degree in Business, or a related field.

**Experience:** Five years experience in conducting project analysis and planning, project management support, and project monitoring and reporting.

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OR

Education: High School Diploma or GED; and

Experience: Eleven years of experience in conducting project analysis and planning, project management support, and project monitoring and reporting.

**Computer Programmer I**

Function: Applies knowledge of computer science concepts and techniques to write, modify, and adapt elementary/simple computer programs in machine level, assembly, and third or fourth generation programming languages. Performs routine assignments under close supervision. Work is closely monitored in progress and reviewed upon completion.

Education: Bachelor's degree in Computer Science or a related discipline.

Experience: None

OR

Education: Associates degree in Computer Sciences or a related discipline.

Experience: Three years of experience in computer programming.

**Systems Analyst (SCA Computer Systems Analyst I)**

Function: This labor category will perform the tasks required of the discipline with little or no supervision. Applies management analysis processes, and advanced technical and analytical research techniques to determine solutions based on customer requirements associated with communications and IT based systems. Analyzes operational activities to obtain a quantitative, rational basis for decision making and resource identification and allocation. Employs process improvements and reengineering methodologies and principles for modernization of systems and projects. Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service. Individual will be required to provide integral support in the mission operation requirements which involves the preparation, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications.

Education: Bachelor's degree in Engineering, Engineering Management, Computer Science, Information Systems, Mathematics or Physics.

Experience: Three years of experience with systems design and analysis, test and evaluation procedures or test support requirements for military communications or information systems.

OR

Education: Associates degree in a technical discipline.

Experience: Six years of experience with systems design and analysis, test and evaluation procedures or test support requirements for military communications or information systems.

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### **Systems Engineer**

**Function:** This labor category shall provide systems engineering direction and guidance for design, development, integration and interface design analysis, installation, integration, fielding, field analysis, operation, maintenance, and testing of information processing and other systems. Qualified personnel shall have the foregoing experience relating to the hardware, software, and network requirements of digital and analog communication and information systems and subsystems supporting voice, video, data, imagery, and knowledge management information systems

**Education:** Bachelor's degree in Engineering, Physics or Math with course work in system theory, system analysis, process engineering and life cycle engineering.

**Experience:** Three years experience in Systems Engineering involving design, implementation, integration, systems testing, and interoperability studies related to communication and information systems and subsystems.

### **Logistician**

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

**Education:** Bachelor's degree in a technical discipline.

**Experience:** At least three years of progressive experience in logistics support, which includes at least two years of experience in military systems.

### **Project Analyst**

**Function:** Performs the tasks required of this discipline with little or no supervision. Supports project managers and other team leads by providing required analyses and developing products associated with the planning and execution of technical projects. This includes the entire range of project management functional areas to include scope definition, project schedules, cost estimates and budgets, hardware and services acquisition, project staffing, risk management, and quality management. Efforts also include project monitoring; reporting; and continuous analysis, problem-solving, and rebalancing of requirements throughout the duration of assigned projects.

**Education:** Associates degree in Business, or related field.

**Experience:** None.

**OR**

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

**Experience:** Three years of experience in conducting project analysis and planning, project management support, and project monitoring and reporting.

**Network Engineer**

**Function:** Applies engineering and computer networking principles to the development, design, integration and fielding of hardware and software systems associated with local, regional, and wide area networks and systems that process and route voice, video, data, and imagery information. Efforts include analysis and evaluation of networking requirements, design and development of network topologies and architectures to include hardware and software identification, network test and evaluation, operational and performance analysis, network upgrades and modifications, and implementation of network security and information assurance measures.

**Education:** Bachelor's degree in Engineering or Computer Science.

**Experience:** Three years of experience with network design and analysis, test and evaluation procedures or test support requirements with 1 year experience in military communication or information systems.

**Technical Writer/Editor (SCA Technical Writer II)**

**Function:** Develops, drafts, revises, and edits reports, articles, manuals, specifications, presentation materials, and other technical documents. Uses rough outlines and resource materials, and interprets information obtained through research or provided by technical specialists. Applies knowledge of military documentation content and format standards to prepare, edit and publish technical materials.

**Education:** Bachelor's degree in English, Journalism, or Technical Writing.

**Experience:** Three years experience editing, preparing, and producing technical manuals, specifications, military standards, and other technical reports and documentation, which includes at least one year experience preparing original technical manuals, reports, and other technical documentation on the operation, maintenance, installation, and test of electronic equipment. Must be familiar with military standards and specifications governing the preparation of technical documentation.

**OR**

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

**Experience:** At least nine years experience editing, preparing, and producing technical manuals, specifications, military standards, and other technical reports and documentation, which includes at least *two years* of specialized experience in the electronics field. Must be familiar with military standards and specifications governing the preparation of technical documentation. Must be knowledgeable of proper grammar, punctuation, spelling, and English usage.

**General Clerk II**

**Function:** This position requires familiarity with the terminology of the office unit. The General Clerk selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others.

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Education: High school diploma or GED.

Experience: Individual must have one year of business experience in an office environment. Individual must also be familiar with Microsoft Office Suite.

**Drafter/CAD Operator II**

Function: The Drafter/CAD Operator II works from sketches, computer models, and verbal information supplied by an engineer, architect, or designer to determine the most appropriate views, detail drawings, and supplementary information needed to complete assignments. Applies knowledge and skill in drafting methods, procedures, and techniques in order to prepare complex engineering and technical drawings (three dimensional drawings and developing modeling aids) for structural, mechanical, or electrical equipment, systems, and assemblies. May use mathematical formulas to compute weights, loads, dimensions, or material quantities.

Education: Associate's degree in drafting or illustration.

Experience: None.

**OR**

Education: High school diploma or GED.

Experience: Three years of combined trade school education and experience in the drafting field, which includes one year in the electronics field.

**Installation Technician (SCA Electronics Technician Maintenance I)**

Function: The Installation Technician I applies basic technical knowledge to perform simple or routine tasks following detailed instructions, performs such tasks as replacing components, wiring circuits, repairing simple electronic equipment; and taking test readings using common instruments such as digital multi-meters, signal generators, semiconductor testers, curve tracers, and oscilloscopes. This person works under close supervision receiving technical guidance from supervisor or higher-level technician. Work is checked frequently for accuracy.

Education: Associate's degree in an Electronics discipline.

Experience: At least one-year experience in electronic repair, maintenance, and installation, including analysis, design, and installation of local and wide area networks, and analysis and installation of communication systems

**OR**

Education: High school diploma or GED.

Experience: Four years of the foregoing experience, which includes at least one year directly involved in the installation of local and wide area networks, and analysis and installation of communication systems.

**DEFINITIONS**

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

academic year - a full or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed.

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

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

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

engineering or engineering discipline - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical or nuclear engineering.

experience and years of experience –

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

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

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

technical discipline – when used in relation to educational or work experience requirements, "technical discipline" shall mean a degree in the field of Mathematics or Sciences.

technical rating - completion of a U.S. Navy electronic technology related B or C school or the equivalency from another branch of service (some examples of electronic related ratings are: Electronic Technician (ET), Electronic Warfare Technician (EW), and Information Systems Technician (IT)).

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

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) 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

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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 [DD2875 12 June 2006.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 [IT Positions Process for Contractors.doc](#).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL [\[CDRL A035\]](#). 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.

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## SECTION D PACKAGING AND MARKING

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

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

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

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

### **5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

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## SECTION E INSPECTION AND ACCEPTANCE

### Inspection and Acceptance

Inspection and Acceptance for CLINs 1000-6400 shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and supplemented by the following performance assessment standard:

#### Task Order Performance Standard:

Monthly status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

#### Rating Number Rating Description

5 Significantly Exceeds Expectation

4 Exceeds Expectation

3 Meets Expectation

2 Barely Meets Expectation

1 Fails to Meet Expectation

Task Order acceptance will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of "Meets Expectation" or better.

#### Rating Definitions:

**Significantly Exceeds Expectation:** Deliverables are completed on or prior to their respective due date 100% of the time without further revisions being required.

**Exceeds Expectation:** Deliverables are completed on or prior to their respective due date 100% of the time with only minor revisions being required on approximately 5% of items submitted. The required rework does not negatively impact upon the respective program.

**Meets Expectation:** Deliverables are completed on or prior to their respective due date 100% of the time with minor revisions being required on approximately 10% of items submitted. The required rework does not negatively impact upon the respective program.

**Barely Meets Expectation:** Deliverables are completed on or prior to their respective due date approximately 95% of the time with minor revisions being required on approximately 15% of items submitted. The delayed submission and required rework of deliverables results in a minor negative impact to the respective program.

**Fails to Meet Expectation:** Deliverables are completed on or prior to their respective due date less than 90% of the time with significant revisions being required on greater than 15% of items submitted. The delayed submission and required rework of deliverables results in a significant negative impact to the respective program.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

1000	9/1/2008 - 8/31/2009
3000	9/1/2008 - 8/31/2009
4100	9/1/2009 - 7/31/2010
4200	8/1/2010 - 7/31/2011
4300	8/1/2011 - 7/31/2012
4400	4/11/2012 - 1/31/2013
4500	2/1/2013 - 7/31/2013
6100	9/1/2009 - 7/31/2010
6200	8/1/2010 - 7/31/2011
6300	8/1/2011 - 7/31/2012
6400	4/11/2012 - 1/31/2013
6500	2/1/2013 - 7/31/2013

### 252.247-9505 TECHNICAL DATA AND INFORMATION

USE: In Section F in solicitations/contracts with DD Form 1423 requirements.

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

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

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

(1) PCO, Code [2.5.1.3].

(2) ACO, Code [NA].

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: [NAWCAD Bldg. 8222, Unit 11, St. Inigoes, MD 20684, Attn: R. Broom, 4.5.10]

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## SECTION G CONTRACT ADMINISTRATION DATA

### Task Order Manager

#### 10RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☐ Invoice as 2-in-1 (FFP Service Only)
- ☐ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- ☐ Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u></u>
Service Acceptor DODAAC	<u></u>

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Service Approver DODAAC

\_\_\_\_\_

Ship To DODAAC

See Section F

\_\_\_\_\_

DCAA Auditor DODAAC

\_\_\_\_\_

LPO DODAAC

\_\_\_\_\_

Inspection Location

See Section E

\_\_\_\_\_

Acceptance Location

See Section E

\_\_\_\_\_

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:	
Darrell Mason	<a href="mailto:darrell.mason@navy.mil">darrell.mason@navy.mil</a>
Walter Burch	<a href="mailto:walter.burch@navy.mil">walter.burch@navy.mil</a>

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact to be determined at Task Order level.

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

Make the following changes to the basic clause: Add paragraph (a) below and redesignated paragraphs (a), (b), and (c) as (b), (c), and (d) respectively. Add paragraph (e) below.

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

(e) See Accounting Data Below

#### **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 monthly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the 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

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amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

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

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

#### **5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2007)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: [None] or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>.

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

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

Name: Darrell Mason

Code: 4.5.10

Mailing Address: NAWCAD, 17149 Communications Lane, St. Inigoes, MD 20684-0010

Telephone: (301) 995-8453

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

(1) Ensure contractor personnel requiring access to the Patuxent River naval Air Station and the Webster Field Annex, St. Inigoes, Maryland adhere to the check-in form is available at <http://www.nawcad.navy.mil/pax/base-access>. You will notify the Customer Service Team (CST) in the event of contractor personnel space movements, telephone changes, or other changes requiring Locator System updates. The naval Air Warfare Center Aircraft Division (NAVAIRWARCENACDIV) Locator Update Form is available for this purpose at <http://paxlib.nawcad.navy.mil/cstweb/locatorindex.html>. Contact the CST regarding specific contractor personnel checkout procedures;

(2) work cooperatively with members of the acquisition team;

(3) if a classified contract, identify contract requirements and changes as they occur to the COSR;

(4) review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;

(5) read and understand reference (d) and your role and responsibilities in the CPARS process to include maintaining documentation that supports the CPARS assessments;

(6) if a labor hour contract (level of effort) or order, review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed;

(7) provide an independent government estimate of desired or ordered work;

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- (8) keep track of funds expended and remaining funds available so as not to overspend on the contract or order;
- (9) except for requirements originated by you, accept services and/or deliverables when completed, inless otherwise specified in the contract or order, and ceritfy when all deliverables have been accepted by the government;
- (10) pay particular attention to the timely review of invoices;
- (11) obtain refresher training as required by reference (a) or as required by the PCO;
- (12) promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following: (A) any violation of or deviation from the technical requirements of the contract or order; (B) inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract; (C) any contractor request for changes to the contract; (D) issues that require clarification or resolution; (E) inconsistencies between invoiced charges and performance, including the use of improper labor categories; (F) instances where funds may be insufficient to complete the contract or order; (G) conditions requiring a replacement for you as COR; and (H) improper use of government material, equipment, or property.
- (13) ensure the contract does not become a vehicle for personal services as described in reference (c);
- (14) review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and
- (15) when required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract order.

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

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

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22). the CLINs/SLINS covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
1000			1 Sept 2008 - 31 Aug 2009
3000			1 Sept 2008 - 31 Aug 2009
4100			1 Sept 2009 - 31 July 2010
4200			1 Aug 2010 - 31 July 2011
4300			1 Aug 2011 - 10 Apr 2012
4400			11 Apr 2012 - 31 Jan 2013
4500			1 Feb 2013 - 23 July 2013
6100			1 Sept 2009 - 31 July 2010
6200			1 Aug 2010 - 31 July 2011
6300			1 Aug 2011 - 10 Apr 2012
6400			11 Apr 2012 - 31 Jan 2013
6500			1 Feb 2013 - 23 Jul 2013

(b) the parties contemplate that the Government will allot additional amounts to this contract from time to time for

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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 1000, 3000, 4100, 4200, 4300, 4400, 6100, 6200, and 6300 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS OF COST" (FAR 52.232-20).

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

#### Accounting Data

SLINID	PR Number	Amount
100001	1300112271	525000.00
LLA :		
AA 97X4930 NH2A 255 77777 0 050120 2F 000000		
Cost Code: A00000034880		
CIN 13001227100001 : \$525,000.00		
100002	1300112271	15235.00
LLA :		
AB 97X4930 NH2A 255 77777 0 050120 2F 000000		
Cost Code: A10000034880		
CIN 130011227100002 : \$15,235.00		
300001		42000.00
LLA :		
AB 97X4930 NH2A 255 77777 0 050120 2F 000000		
Standard Number: 1300112271		
Cost Code: A10000034880		
CIN 130011227100002 : \$42,000.00		
300002	1300112271	12000.00
LLA :		
AB 97X4930 NH2A 255 77777 0 050120 2F 000000		
Cost Code: A10000034880		
CIN 130011227100004 : \$12,000.00		
300003	1300112271	5765.00
LLA :		
AB 97X4930 NH2A 255 77777 0 050120 2F 000000		
Cost Code: A10000034880		
CIN 130011227100005 : \$5,765.00		
BASE Funding 600000.00		
Cumulative Funding 600000.00		
MOD 01		
100003	1300113334	150000.00
LLA :		
AC 97X4930 NH2A 252 77777 0 050120 2F 000000		
Cost Code: A00000046766		
CIN 130011333400001 : \$150,000.00		
MOD 01 Funding 150000.00		
Cumulative Funding 750000.00		
MOD 02		
100004	1300116110	875500.00
LLA :		

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AD 97X4930 NH2A 252 77777 0 050120 2F 000000 \$875,500.00  
COST CODE: A00000077473  
CIN 13001611000001: \$875,500.00

300004 1300116110 2500.00  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 \$2,500.00  
COST CODE: A00000077473  
CIN: 1300116111000002: \$2,500.00

300005 1300116110 6000.00  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 \$6,000.00  
COST CODE: A00000077473  
CIN: 130011611000003: \$6,000.00

MOD 02 Funding 884000.00  
Cumulative Funding 1634000.00

MOD 03

100005 1300115904 1250000.00  
LLA :  
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000074710 \$1,250,000.00  
COST CODE: A00000074710  
CIN: 130011590400001  
AMOUNT: \$1,250,000.00

MOD 03 Funding 1250000.00  
Cumulative Funding 2884000.00

MOD 04

300006 1300119892 275000.00  
LLA :  
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 \$275,000.00  
COST CODE: A00000112747  
CIN: 13001198920001  
AMOUNT: \$275,000.00

MOD 04 Funding 275000.00  
Cumulative Funding 3159000.00

MOD 05

100006 1300122266 1000000.00  
LLA :  
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 \$1,000,000.00  
COST CODE: A00000138943  
AMOUNT: \$1,000,000.00  
CIN: 130012226600001

MOD 05 Funding 1000000.00  
Cumulative Funding 4159000.00

MOD 06

100007 1300127221 49289.25  
LLA :  
AG 9770300 56SF SD7 52SK 54HSTS OMT010 00000 000000 667100 F67100 \$49,289.25  
Standard Number: MIPR F2VUB07163G001  
COST CODE: 000000066710  
FSR: 013443 PSR: 508221 DSR: 062754  
AMOUNT: \$49,289.25

100008 1300127157 1200000.00  
LLA :

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AH 97X4930 NH2A 252 77777 0 050120 2F 000000 \$1,200,000.00  
COST CODE: A00000194821  
AMOUNT: \$1,200,000.00

MOD 06 Funding 1249289.25  
Cumulative Funding 5408289.25

MOD 07

100009 1300130688 1000000.00  
LLA :  
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000  
COST CODE: A00000233526  
CIN 130013068800001  
AMOUNT: \$1,000,000.00

MOD 07 Funding 1000000.00  
Cumulative Funding 6408289.25

MOD 08

300006 1300119892 (67500.00)  
LLA :  
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 \$275,000.00  
COST CODE: A00000112747  
CIN: 130011989200001  
AMOUNT: \$275,000.00

MOD 08 Funding -67500.00  
Cumulative Funding 6340789.25

MOD 09

410001 13000133516 1000000.00  
LLA :  
AA 97X4930 NH2A 252 77777 0 050120 2F 000000  
COST CODE: A00000260133  
AMOUNT: \$1,000,000.00  
CIN 130013351600002

610001 1300133516 100000.00  
LLA :  
AA 97X4930 NH2A 252 77777 0 050120 2F 000000  
COST CODE: A00000260133  
AMOUNT: \$100,000.00  
CIN 130013351600003

MOD 09 Funding 1100000.00  
Cumulative Funding 7440789.25

MOD 10

100010 1300134617 573233.75  
LLA :  
AK 97X4930 NH2A 252 77777 0 050120 2F 000000  
ACRN: AK  
COST CODE: A00000274599  
CIN: 130013461700001

MOD 10 Funding 573233.75  
Cumulative Funding 8014023.00

MOD 11

410002 1300138396 1200000.00  
LLA :

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AM 97X4930 NH2A 252 77777 0 050120 2F 000000  
COST CODE: A00000315492  
AMOUNT: \$1,200,000.00  
CIN: 130013839600001

MOD 11 Funding 1200000.00  
Cumulative Funding 9214023.00

MOD 12

410003 1300144672 1200000.00  
LLA :  
AN 97X4930 NH2A 252 77777 0 050120 2F 000000  
COST CODE: A00000360552  
CIN: 130014467200001  
AMOUNT: \$1,200,000.00

MOD 12 Funding 1200000.00  
Cumulative Funding 10414023.00

MOD 13

410004 1300152299 1200000.00  
LLA :  
AP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000411511  
CIN 130015229900001  
AMOUNT: \$1,200,000.00

MOD 13 Funding 1200000.00  
Cumulative Funding 11614023.00

MOD 14 Funding 0.00  
Cumulative Funding 11614023.00

MOD 15

410005 1000000.00  
LLA :  
AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000457685  
CIN: 130015963000001

MOD 15 Funding 1000000.00  
Cumulative Funding 12614023.00

MOD 16

410006 1300165211 820002.69  
LLA :  
AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000491121  
CIN: 130016521100001

610002 1300165211 50000.00  
LLA :  
AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000491121  
CIN 130016521100002

MOD 16 Funding 870002.69  
Cumulative Funding 13484025.69

MOD 17

420001 1300166152 1000000.00  
LLA :  
AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000496322  
CIN#: 130016615200002

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620001 1300166152 100000.00  
 LLA :  
 AT 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000496322  
 CIN 130016615200003

MOD 17 Funding 1100000.00  
 Cumulative Funding 14584025.69

MOD 18

420002 1300177444 140800.00  
 LLA :  
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000556274  
 CIN 130017744400001: \$140,800

MOD 18 Funding 140800.00  
 Cumulative Funding 14724825.69

MOD 19

420003 1300178729 92000.00  
 LLA :  
 AV 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000564876  
 CIN 130017872900001

420004 1300178729 93000.00  
 LLA :  
 AW 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000564876  
 CIN 130017872900002

420005 1300178729 35465.00  
 LLA :  
 AX 9700100 74D1 311 48254 0 068688 2D CG0014 482540UVWOPW  
 CIN 130017872900003

620002 1300178729 33000.00  
 LLA :  
 AX 9700100 74D1 311 48254 0 068688 2D CG0014 482540UVWOPW  
 CIN 130017872900004

620003 1300178729 101500.00  
 LLA :  
 AY 1701106 27A0 252 00264 067443 2D M30708 0RC00050CCBH  
 CIN 130017872900005

MOD 19 Funding 354965.00  
 Cumulative Funding 15079790.69

MOD 20

420006 1300185435 1000000.00  
 LLA :  
 AZ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000618509  
 CIN: 130018543500001

620004 1300185435 100000.00  
 LLA :  
 AZ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000618509  
 CIN: 130018543500002

MOD 20 Funding 1100000.00  
 Cumulative Funding 16179790.69

MOD 21

420007 1300193045 1500000.00  
 LLA :

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BA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000668302  
CIN 130019304500001

620005 1300193045 100000.00  
LLA :  
BA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000668302  
CIN 130019304500002

MOD 21 Funding 1600000.00  
Cumulative Funding 17779790.69

MOD 22

420008 1300200650 1500000.00  
LLA :  
BB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000723080  
CIN 130020065000001

620006 1300200650 250000.00  
LLA :  
BB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000723080  
CIN 130020065000002

MOD 22 Funding 1750000.00  
Cumulative Funding 19529790.69

MOD 23 Funding 0.00  
Cumulative Funding 19529790.69

MOD 24

420009 1300210423-001 1017000.00  
LLA :  
BC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000784795  
CIN 130021042300001

MOD 24 Funding 1017000.00  
Cumulative Funding 20546790.69

MOD 25

620007 1300212974 17560.00  
LLA :  
BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000799580  
CIN 130021297400001

MOD 25 Funding 17560.00  
Cumulative Funding 20564350.69

MOD 26

430001 1300217382 58830.81  
LLA :  
BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000822911  
CIN: 130021738200002

430002 1300217382 1000000.00  
LLA :  
BF 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000822911  
CIN: 130021738200004

630001 1300217382 50000.00  
LLA :  
BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000822911  
CIN: 130021738200001

630002 1300217382 200000.00  
LLA :

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BF 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000822911  
CIN: 130021738200003

MOD 26 Funding 1308830.81  
Cumulative Funding 21873181.50

MOD 27

430003 1300225592 46658.11  
LLA :  
BJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000867867  
CIN 130022559200002

430004 1300225592 30380.51  
LLA :  
BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000867867  
CIN 130022559200003

430005 1300225592 154589.99  
LLA :  
BL 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000867867  
CIN 130022559200004

430006 1300225592 1022000.00  
LLA :  
BM 97X4930 NH2A 252 77777 0 050120 2F 000000 A30000867867  
CIN 130022559200005

430007 1300225592 189573.32  
LLA :  
BN 97X4930 NH2A 252 77777 0 050120 2F 000000 A40000867867  
CIN 130022559200006

430008 1300225592 62028.10  
LLA :  
BP 97X4930 NH2A 252 77777 0 050120 2F 000000 A50000867867  
CIN 130022559200007

430009 1300225592 79148.56  
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BQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A60000867867  
CIN 130022559200008

430010 1300225592 25000.00  
LLA :  
BR 97X4930 NH2A 252 77777 0 050120 2F 000000 A70000867867  
CIN 130022559200009

430011 1300225592 239000.00  
LLA :  
BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A80000867867  
CIN 130022559200010

430012 1300225592 165364.77  
LLA :  
BT 97X4930 NH2A 252 77777 0 050120 2F 000000 A90000867867  
CIN 130022559200011

430013 1300225592 25000.00  
LLA :  
BU 97X4930 NH2A 252 77777 0 050120 2F 000000 B00000867867  
CIN 130022559200012

630003 1300225592 234413.01  
LLA :  
BH 97X4930 NH2A 252 77777 0 050120 2F 000000 B10000867867  
CIN 130022559200001

630004 1300225592 6727.16  
LLA :  
BV 97X4930 NH2A 252 77777 0 050120 2F 000000 B20000867867

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CIN 130022559200013

630005 1300225592 60000.00  
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 BW 97X4930 NH2A 252 77777 0 050120 2F 000000 B30000867867  
 CIN 130022559200014

630006 1300225592 15000.00  
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 BX 97X4930 NH2A 252 77777 0 050120 2F 000000 B40000867867  
 CIN 130022559200015

630007 1300225592 105000.00  
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 BY 97X4930 NH2A 252 77777 0 050120 2F 000000 B50000867867  
 CIN 130022559200016

630008 1300225592 5000.00  
 LLA :  
 BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A80000867867  
 CIN 130022559200017

630009 1300225592 10000.00  
 LLA :  
 BT 97X4930 NH2A 252 77777 0 050120 2F 000000 A90000867867  
 CIN 130022559200018

MOD 27 Funding 2474883.53  
 Cumulative Funding 24348065.03

MOD 28 Funding 0.00  
 Cumulative Funding 24348065.03

MOD 29

430014 1300235769 50575.11  
 LLA :  
 CA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000945487  
 CIN 130023576900001

430015 1300235769 54000.00  
 LLA :  
 CB 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000945487  
 CIN 130023576900002

430016 1300235769 61487.37  
 LLA :  
 CC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000945487  
 CIN 130023576900003

430017 1300235769 52302.93  
 LLA :  
 CD 97X4930 NH2A 252 77777 0 050120 2F 000000 A30000945487  
 CIN 130023576900004

430018 1300235769 96994.24  
 LLA :  
 CE 97X4930 NH2A 252 77777 0 050120 2F 000000 A40000945487  
 CIN 130023576900005

430019 1300235769 67969.90  
 LLA :  
 CF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50000945487  
 CIN 130023576900007

430020 1300235769 23410.68  
 LLA :  
 CG 97X4930 NH2A 252 77777 0 050120 2F 000000 A60000945487  
 CIN 130023576900009

430021 1300235769 41070.38

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LLA :  
CH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70000945487  
CIN 130023576900010

430022 1300235769 233610.96  
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CIN 130023576900011

430023 1300235769 299320.01  
LLA :  
CK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90000945487  
CIN 130023576900013

430024 1300235769 700000.00  
LLA :  
CL 97X4930 NH2A 252 77777 0 050120 2F 000000 B10000945487  
CIN 130023576900016

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LLA :  
CE 97X4930 NH2A 252 77777 0 050120 2F 000000 A40000945487  
CIN 130023576900006

630011 1300235769 2100.00  
LLA :  
CF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50000945487  
CIN 130023576900008

630012 1300235769 21389.04  
LLA :  
CJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A80000945487  
CIN 130023576900012

630013 1300235769 2235.24  
LLA :  
CK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90000945487  
CIN 130023576900014

MOD 29 Funding 1707465.86  
Cumulative Funding 26055530.89

MOD 30

420010 1300228520-0001 72243.10  
LLA :  
CM 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000891048  
CIN 130022852000004

MOD 30 Funding 72243.10  
Cumulative Funding 26127773.99

MOD 31

430025 1300246272 1025000.00  
LLA :  
CN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001031594  
CIN: 130024627200001

630014 1300246272 275000.00  
LLA :  
CN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001031594  
CIN: 130024627200002

MOD 31 Funding 1300000.00  
Cumulative Funding 27427773.99

MOD 32

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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100010 1300134617 (190396.89)  
 LLA :  
 AK 97X4930 NH2A 252 77777 0 050120 2F 000000  
 ACRN: AK  
 COST CODE: A00000274599  
 CIN: 130013461700001

410006 1300165211 (442592.70)  
 LLA :  
 AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000491121  
 CIN: 130016521100001

420010 1300228520-0001 (24862.04)  
 LLA :  
 CM 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000891048  
 CIN 130022852000004

MOD 32 Funding -657851.63  
 Cumulative Funding 26769922.36

MOD 33

430026 1300254269 1884485.09  
 LLA :  
 CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001088707  
 CIN: 130025426900001

440001 1300258782 1600000.00  
 LLA :  
 CQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001118588  
 CIN: 130025878200001

630015 1300254269 267077.55  
 LLA :  
 CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001088707  
 CIN: 130025426900002

640001 1300258782 150000.00  
 LLA :  
 CQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001118588  
 CIN: 130025878200002

MOD 33 Funding 3901562.64  
 Cumulative Funding 30671485.00

MOD 34 Funding 0.00  
 Cumulative Funding 30671485.00

MOD 35

440002 1300279194 300000.00  
 LLA :  
 CR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001257206  
 CIN 130027919400001

440003 1300279194 300000.00  
 LLA :  
 CS 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001257206  
 CIN 130027919400002

440004 1300279194 100000.00  
 LLA :  
 CT 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001257206  
 CIN 130027919400003

440005 1300279194 150000.00  
 LLA :  
 CU 97X4930 NH2A 252 77777 0 050120 2F 000000 A30001257206  
 CIN 130027919400004

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440006 1300279194 75000.00  
 LLA :  
 CV 97X4930 NH2A 252 77777 0 050120 2F 000000 A40001257206  
 CIN 130027919400005

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 LLA :  
 CW 97X4930 NH2A 252 77777 0 050120 2F 000000 A50001257206  
 CIN 130027919400006

440008 1300279194 1000000.00  
 LLA :  
 CX 97X4930 NH2A 252 77777 0 050120 2F 000000 A70001257206  
 CIN 130027919400008

MOD 35 Funding 2000000.00  
 Cumulative Funding 32671485.00

MOD 36 Funding 0.00  
 Cumulative Funding 32671485.00

MOD 37

640002 1300298177 601654.00  
 LLA :  
 CY 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001352249  
 CIN 130029817700001

MOD 37 Funding 601654.00  
 Cumulative Funding 33273139.00

MOD 38

440009 1300303417 296700.00  
 LLA :  
 CZ 9720100 56SF SC2 30035 W 087101 00 005780 301741850300 OHQ0104FSR004763PSR20 503000  
 CIN 130030341700001  
 MIPR # F3QCBB2194G001

440010 1300303417 55200.00  
 LLA :  
 DA 1721319 N520 252 00015 068892 2D X18017 000152VC1ARQ  
 CIN 130030341700002  
 MIPR2JDAVK4006

440011 1300303417 80700.80  
 LLA :  
 DB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001387026  
 CIN 130030341700003

440012 1300303417 25647.00  
 LLA :  
 DC 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001387026  
 CIN 130030341700004

440013 1300303417 30000.00  
 LLA :  
 DD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001387026  
 CIN 130030341700005

440014 1300303417 500000.00  
 LLA :  
 DE 97X4930 NH2A 252 77777 0 050120 2F 000000 A30001387026  
 CIN 130030341700006

630007 1300225592 (79755.17)  
 LLA :  
 BY 97X4930 NH2A 252 77777 0 050120 2F 000000 B50000867867  
 CIN 130022559200016

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630008 1300225592 (5000.00)  
LLA :  
BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A80000867867  
CIN 130022559200017

630009 1300225592 (10000.00)  
LLA :  
BT 97X4930 NH2A 252 77777 0 050120 2F 000000 A90000867867  
CIN 130022559200018

630010 1300235769 (1000.00)  
LLA :  
CE 97X4930 NH2A 252 77777 0 050120 2F 000000 A40000945487  
CIN 130023576900006

630011 1300235769 (2100.00)  
LLA :  
CF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50000945487  
CIN 130023576900008

630012 1300235769 (21389.04)  
LLA :  
CJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A80000945487  
CIN 130023576900012

630013 1300235769 (2235.24)  
LLA :  
CK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90000945487  
CIN 130023576900014

630014 1300246272 (275000.00)  
LLA :  
CN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001031594  
CIN: 130024627200002

630015 1300254269 (267077.55)  
LLA :  
CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001088707  
CIN: 130025426900002

640003 1300254269 183944.00  
LLA :  
CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001088707  
CIN 130025426900007

640004 1300254269 116056.00  
LLA :  
DF 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001088707  
CIN 130025426900005

640005 1300254269 100000.00  
LLA :  
DG 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001088707  
CIN 130025426900006

MOD 38 Funding 724690.80  
Cumulative Funding 33997829.80

MOD 39

440015 1300309720 150000.00  
LLA :  
DH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001446986  
CIN 130030972000001

440016 1300309720 36000.00  
LLA :  
DJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001446986  
CIN 130030972000002

440017 1300309720 34492.52

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LLA :  
DK 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001446986  
CIN 130030972000003

440018 1300309720 2228348.68  
LLA :  
DL 97X4930 NH2A 252 77777 0 050120 2F 000000 A30001446986  
CIN 130030972000004

MOD 39 Funding 2448841.20  
Cumulative Funding 36446671.00

MOD 40 Funding 0.00  
Cumulative Funding 36446671.00

MOD 41

450001 1300322861 1000000.00  
LLA :  
DM 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001536000  
CIN 130032286100001

650001 1300322861 200000.00  
LLA :  
DM 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001536000  
CIN 130032286100002

MOD 41 Funding 1200000.00  
Cumulative Funding 37646671.00

MOD 42

450002 1300336121 1500000.00  
LLA :  
DN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001623586  
CIN: 130033612100001

650002 1300336121 250000.00  
LLA :  
DN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001623586  
CIN: 130033612100002

MOD 42 Funding 1750000.00  
Cumulative Funding 39396671.00

MOD 43

430026 1300254269 (215000.00)  
LLA :  
CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001088707  
CIN: 130025426900001

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LLA :  
DL 97X4930 NH2A 252 77777 0 050120 2F 000000 A30001446986  
CIN 130030972000004

450003 1243544.50  
LLA :  
DP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001751475  
CIN 130034891900004

650003 1300348919 200000.00  
LLA :  
DP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001751475  
CIN 130034891900005

MOD 43 Funding 1018544.50

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Cumulative Funding 40415215.50

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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(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.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Section C 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

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

[X ] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [3 years] after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

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

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in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

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

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

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

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

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

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

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

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a

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

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

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

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

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

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (45) days (thirty (90) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

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

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

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

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

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

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

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

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(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

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

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

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

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

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

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

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

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

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## SECTION I CONTRACT CLAUSES

### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contracts awarded as a result of this solicitation will be a [ ] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 350), and the Contractor will be required to follow all of the requirements of this regulation.

### 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 any time within the last option period.

### 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 any time during the term of the contract; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ \_\_\_\_\_ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing

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additional personnel.

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

Employee Class	Monetary Wage	Fringe Benefits
Computer Programmer III	\$23.05	\$12.31
Computer Programmer II	\$15.21	\$8.12
Computer Systems Anal. I	\$23.05	\$12.31
Technical Writer II	\$23.05	\$12.31
General Clerk II	\$12.11	\$6.47
Drafter/CAD Operator II	\$12.11	\$6.47
Electronic Tech. Maint. I	\$18.85	\$10.07

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

**52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)**

**252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)**

252.232-7003 Electronic Submission of Payment Requests (Mar 2008)

**52.228-3**

**WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)**

**The Contractor shall**

**(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and**

**(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.**

**(End of clause)**

**252.225-7040**

**CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES  
DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)**

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

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

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(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

*(c) Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

*(d) Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to

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accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
  - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
  - (iii) United States regulations, directives, instructions, policies, and procedures; and
  - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—
- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
  - (ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and
  - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

*(e) Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

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(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of

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Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as

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mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government-furnished weapons and

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ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

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(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of Clause)

**252.225-7993**

**PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES  
CENTRAL COMMAND THEATER OF OPERATIONS**

**(DEVIATION 2012-O0005)(JAN 2012)**

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds

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received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

**252.225-7994**

**ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN  
THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS  
(DEVIATION 2012-O0005) (JAN 2012)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

**252.225-7997**

**ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED  
CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND  
AFGHANISTAN (DEVIATION 2010-O0014) (AUG 2010)**

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel

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in connection with an alleged offense described in paragraph (a) of this clause.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—

(i) US Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;  
or

(iv) To the command of any supported military element or the command of any base.

(d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of Clause)

**952.222-0001**

## **PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS**

**(AUG 2011)**

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in

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English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

**952.223-0001**

## **REPORTING KIDNAPPINGS, SERIOUS INJURIES**

### **AND DEATHS (AUG 2011)**

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

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## Contract Description & Location

### Company Name

#### **Reporting party:**

Name

Phone number

e-mail address

#### **Victim:**

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

#### **Incident:**

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

**952.225-0003**

## **FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)**

**(DEC 2011)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

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(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ( $< 1$  year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ( $< 1$  year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixer placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that

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will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

(End of Clause)

**952.225-0004**

## **COMPLIANCE WITH LAWS AND REGULATIONS**

**(DEC 2011)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan – Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while

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performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of Clause)

**952.225-0005**

#### **MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

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**952.225-0009- MEDICAL SCREENING AND VACCINATION REQUIREMENTS**

**FOR CONTRACTOR EMPLOYEES**

**OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)**

**(DEC 2011)**

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

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(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis “A” (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees’ vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees’ vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment /isolation) is available at the contractor’s chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO’s) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

**952.225-0011**

## **GOVERNMENT FURNISHED CONTRACTOR SUPPORT**

**(MAY 2012)**

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations:

When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

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☐ APO/FPO/MPO/DPO/Postal Services
 ☐ DFACs
 ☒ Mil Issue Equip  
☐ Authorized Weapon
 ☒ Excess Baggage
 ☒ MILAIR  
☒ Billeting
 ☒ Fuel Authorized
 ☒ MWR  
☒ CAAF\*
 ☒ Govt Furnished Meals
 ☒ Resuscitative Care  
☒ Controlled Access Card (CAC)
 ☒ Military Banking
 ☒ Transportation  
☒ Badge
 ☒ Military Clothing
 ☐ All  
☒ Commissary
 ☒ Military Exchange
 ☐ None  
☐ Dependents Authorized
 ☒ Embassy Housing, Meals\*\*  
☒ Embassy Clinic–Afghanistan\*\*
 ☒ Embassy Air\*\*

#### Third-Country National (TCN) Employees

☐ N/A
 ☐ DFACs
 ☐ Mil Issue Equip  
☐ Authorized Weapon
 ☐ Excess Baggage
 ☐ MILAIR  
☐ Billeting
 ☐ Fuel Authorized
 ☐ MWR  
☐ CAAF\*
 ☐ Govt Furnished Meals
 ☐ Resuscitative Care  
☐ Controlled Access Card (CAC)
 ☐ Military Banking
 ☐ Transportation  
☐ Badge
 ☐ Military Clothing
 ☐ All  
☐ Commissary
 ☐ Military Exchange
 ☒ None  
☐ Dependents Authorized

#### Local National (LN) Employees

☐ N/A
 ☐ DFACs
 ☐ Mil Issue Equip  
☐ Authorized Weapon
 ☐ Excess Baggage
 ☐ MILAIR  
☐ Billeting
 ☐ Fuel Authorized
 ☐ MWR  
☐ CAAF\*
 ☐ Govt Furnished Meals
 ☐ Resuscitative Care  
☐ Controlled Access Card (CAC)
 ☐ Military Banking
 ☐ Transportation  
☐ Badge
 ☐ Military Clothing
 ☐ All  
☐ Commissary
 ☐ Military Exchange
 ☒ None  
☐ Dependents Authorized

\* CAAF means Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

(End of Clause)

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**952.225-0016**

## **CONTRACTOR DEMOBILIZATION (AFGHANISTAN)**

**(AUG 2011)**

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during

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the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to

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return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a “relief of responsibility” from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor’s company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract

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employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) **Personnel Recovery:** Any DoD contractor with unaccounted for employees shall follow the instructions in the “Contractor Accountability and Personnel Recovery” Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA’s.

(b) **CENTCOM - Joint Theater Support Contracting Command (C-JTSCC)** and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

**952.225-0020**

## **CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN)**

**(AUG 2011)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) **Unaccounted Personnel:** It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees’ living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer’s chain of command or civilian equivalent.

(2) **Contractor Responsibilities:** The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent

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practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

#### **952.225-0022**

### **VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) (APR 2012)**

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is

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un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

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## SECTION J LIST OF ATTACHMENTS

Attachment (1) DD 254 - Contract Security Classification Specification

Attachment (2) DD 1423 - Contract Data Requirements List

Attachment (3) Quality Assurance Surveillance Plan

Attachment (4) TOM Appointment Letter

Attachment (5) TOM Certificate

Attachment (6) ATOM Appointment Letter and Certificate

Attachment (7) DoL Wage Determination Rev. 12

Attachment (8) Current Key Personnel

Attachment (9) NMCI Approval dated 6 June 2012

Attachment (10) COR Appointment Letter dated 26 July 2012