

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A1	PAGE OF PAGES 1   56	
2. CONTRACT (Proc. Inv. Ident.) NO. N00421-10-C-0059		3. EFFECTIVE DATE 01 Sep 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300146528-0001		
5. ISSUED BY NAVAL AIR WARFARE CENTER AD (PAW) CODE 2.5.1.8 BLDG 441 21983 BUNDY ROAD PATUXENT RIVER MD 20670		CODE N00421	6. ADMINISTERED BY (If other than Item 5) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		CODE S0107A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) WYLE LABORATORIES, INC. BRANDY ALVEY 7800 HWY 20 W HUNTSVILLE AL 35896-2049			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Not 30 Days	
CODE 2B360			FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G	
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS, PO BOX 182284 COLUMBUS OH 43218-2284		CODE HQ0398	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) <input type="checkbox"/>			14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$1,995,506.46</b>
<b>16. TABLE OF CONTENTS</b>						
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>						
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N00421-10-R-1028 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER LAKEETA J. YOUNG-HILL / CONTRACTING OFFICER TEL: (301) 757-8953 EMAIL: lakeeta.young-hill@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. BY	20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)	01-Sep-2010		

Section A - Solicitation/Contract Form

POINT OF CONTACT INFORMATION

Questions concerning this Award can be directed to NAVAIR Contracts POC listed below.

NAVAIR CONTRACTS POC: Sue Cusic  
Phone: 301-757-9729 FAX: 301-757-8988  
EMAIL: [Susan.Cusic@navy.mil](mailto:Susan.Cusic@navy.mil)

NAVAIR COR FOR N00421-09-C-0034:



Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period - Labor FFP Program Management Support Services In accordance with Statement of Work Paragraph 3.1 FOB: Destination	1	Lot	\$202,228.36	\$202,228.36

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NET AMT \$202,228.36

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding in Support of 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: [REDACTED]				\$0.00

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NET AMT \$0.00

[REDACTED]  
[REDACTED] \$202,228.36

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		\$1,581,266.14

Base Period - Labor  
CPFF  
Program Management Support Services  
In accordance with Statement of Work Paragraphs 3.2 and 3.3  
FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE



\$1,581,266.14

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					\$0.00

Funding in Support of CLIN 0002  
CPFF  
FOB: Destination

PURCHASE REQUEST NUMBER: [REDACTED]

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

\$0.00

\$0.00

\$0.00



\$1,408,694.26

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000202	Funding in Support of CLIN 0002 CPFF				\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: [REDACTED]				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	[REDACTED]				\$172,571.88

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Base Period - Technical Data COST		Lot		NSP
	In accordance with Statement of Work Paragraph 5.0				
	FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Base Period - Other Direct Costs COST		Lot		\$212,011.96
	Includes travel, material and NMCI				
	In accordance with Statement of Work Paragraphs 8.0 and 9.0				
	FOB: Destination				
				ESTIMATED COST	\$212,011.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Funding in Support of CLIN 0004 COST FOB: Destination PURCHASE REQUEST NUMBER: [REDACTED]				\$0.00
				ESTIMATED COST	\$0.00
	[REDACTED]				\$212,011.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPSEC Program COST In accordance with Statement of Work Paragraph 4.0 FOB: Destination		Lot		NSP
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	OPSEC Technical Data COST In accordance with Statement of Work Paragraph 4.0 FOB: Destination		Lot		NSP
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		1	Lot	\$209,150.85	\$209,150.85
OPTION	Option I - Labor FFP Program Management Support Services In accordance with Statement of Work Paragraph 3.1 FOB: Destination				

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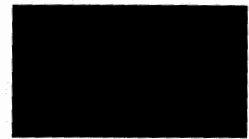
NET AMT	\$209,150.85
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102			Lot		\$1,635,571.42
OPTION	Option I - Labor CPFF Program Management Support Services In accordance with Statement of Work Paragraphs 3.2 and 3.3 FOB: Destination				

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE



\$1,635,571.42

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103			Lot		NSP
OPTION	Option I - Technical Data COST In accordance with Statement of Work Paragraph 5.0 FOB: Destination				


ESTIMATED COST

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104 OPTION	Option I - Other Direct Costs COST Includes travel, material and NMCI In accordance with Statement of Work Paragraphs 8.0 and 9.0 FOB: Destination		Lot		\$212,011.96
				ESTIMATED COST	\$212,011.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201 OPTION	Option II - Labor FFP Program Management Support Services In accordance with Statement of Work Paragraph 3.1 FOB: Destination	1	Lot	\$216,471.13	\$216,471.13
				NET AMT	\$216,471.13



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Option II - Labor CPFF Program Management Support Services In accordance with Statement of Work Paragraphs 3.2 and 3.3 FOB: Destination		Lot		\$1,692,810.63
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	Option II - Technical Data COST In accordance with Statement of Work Paragraph 5.0 FOB: Destination		Lot		NSP
ESTIMATED COST					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204	Option II - Other Direct Costs COST Includes travel, material and NMCI In accordance with Statement of Work Paragraphs 8.0 and 9.0 FOB: Destination		Lot		\$212,011.96
ESTIMATED COST					\$212,011.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 OPTION	Option III - Labor FFP Program Management Support Services In accordance with Statement of Work Paragraph 3.1 FOB: Destination	1	Lot	\$224,047.62	\$224,047.62
NET AMT					\$224,047.62

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 OPTION	Option III - Labor CPFF Program Management Support Services In accordance with Statement of Work Paragraphs 3.2 and 3.3 FOB: Destination		Lot		\$1,752,068.55
ESTIMATED COST					[REDACTED]
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303 OPTION	Option III - Technical Data COST In accordance with Statement of Work Paragraph 5.0 FOB: Destination		Lot		NSP
				ESTIMATED COST	\$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304 OPTION	Option III - Other Direct Costs COST Includes travel, material and NMCI In accordance with Statement of Work Paragraphs 8.0 and 9.0 FOB: Destination		Lot		\$212,011.96
				ESTIMATED COST	\$212,011.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401 OPTION	Option IV - Labor FFP Program Management Support Services In accordance with Statement of Work Paragraph 3.1 FOB: Destination	1	Lot	\$231,889.29	\$231,889.29

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 NET AMT

\$231,889.29

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402	Option IV - Labor CPFF Program Management Support Services		Lot		\$1,813,389.64
OPTION	In accordance with Statement of Work Paragraphs 3.2 and 3.3 FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$1,813,389.64

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	Option IV - Technical Data		Lot		NSP
OPTION	COST In accordance with Statement of Work Paragraph 5.0 FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404			Lot		\$212,011.96
OPTION	Option IV - Other Direct Costs COST				
	Includes travel, material and NMCI				
	In accordance with Statement of Work Paragraphs 8.0 and 9.0				
	FOB: Destination				
				ESTIMATED COST	\$212,011.96

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(OCT 2005)

(a) The level of effort estimated to be ordered during the term of this contract is 107,650 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Base Year	Option I	Option II	Option III	Option IV	Total
Contractor Site	Hours	Hours	Hours	Hours	Hours	Hours
<b>LABOR (Firm-Fixed-Price)</b>						
(*)Program Manager	2000	2000	2000	2000	2000	10000
<b>Subtotal FFP Labor</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>10,000</b>
<b>LABOR (Cost Plus Fixed Fee)</b>						
(*)Program Manager	120	120	120	120	120	600
(*)Financial Analyst Senior	2,000	2,000	2,000	2,000	2,000	10,000
Financial Analyst	2,000	2,000	2,000	2,000	2,000	10,000
Program Analyst Senior	1,410	1,410	1,410	1,410	1,410	7,050
Program Analyst	14,000	14,000	14,000	14,000	14,000	70,000
<b>Subtotal CPFF Labor</b>	<b>19,530</b>	<b>19,530</b>	<b>19,530</b>	<b>19,530</b>	<b>19,530</b>	<b>97,650</b>
<b>TOTAL LABOR</b>	<b>21,530</b>	<b>21,530</b>	<b>21,530</b>	<b>21,530</b>	<b>21,530</b>	<b>107,650</b>

(\*) = Denotes "Key" Labor Category

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or

responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) A level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

## Section C - Descriptions and Specifications

STATEMENT OF WORK**Performance-Based Statement of Work (SOW)**

## SECTION C – DESCRIPTIONS AND SPECIFICATIONS

**1.0 Introduction.** PMA265-13, in a program under the Program Executive Officer, Tactical Aircraft Programs, supports the Finland Air Force (FINAF) F-18 aircraft fleet under numerous Foreign Military Sales (FMS) cases. The mission of the F-18 aircraft is to provide tactical air superiority, close air support, armed escort, armed/visual reconnaissance and fire support coordination capabilities under day/night and adverse weather conditions. The FINAF plans to operate their F-18 aircraft through 2030 and are in the process of a major Mid-Life Upgrade (MLU) to permit interoperability with U.S. and North Atlantic Treaty Organization (NATO) forces during joint operations. The program office has requirements for Contractor Support Services (CSS) to provide program management, financial, engineering, configuration, interoperability and general technical support as an integral part of accomplishing PMA265-13's mission. This Performance-Based Statement of Work (PBSOW) includes essential services required to support PMA265-13. Where applicable, the contractor shall utilize Navy ERP in the performance of this PBSOW.

**2.0 Scope.** This is a Performance-Based contract. The contractor shall provide analysis and technical studies of administrative, program, technical, configuration and engineering aspects of the Finland F-18 FMS program. In addition, cost and economic data collection/reporting and financial analysis in support of FMS cases for the Finland F-18 program is required. The contractor shall also provide analysis and technical studies in support of Foreign Disclosure and Technology Transfer determinations and recommendations related to F-18 aircraft and subsystems. The effort to be provided to PMA265-13 is outlined below and is aligned by SUBCLIN for tracking and billing purposes.

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

**3.1 Program Management Support (Firm Fixed Price (FFP) - CLINs 0001, 0101, 0201, 0301 and 0401).** The contractor shall provide support to the PMA265 Finland Program Manager that includes, but is not limited to, the following tasks, as required:

- (1) Identify cost, schedule and performance criteria, and Work Breakdown Structures.
- (2) Support program reviews, evaluate results, and provide recommendations to the PMA265 Finland program manager.
- (3) Support program meetings and document the meetings to ensure meeting objectives are achieved. Prepare draft presentation briefings that are meaningful and sufficient to accomplish the presentation goals of the program office. Maintain written records of PMA265-13 FMS meetings, reviews and major conferences. Develop automated tracking tools necessary to support and monitor program performance goals and objectives.
- (4) Provide support services to include analyses of projected and actual modification costs, including the reconciliation and auditing of procurement billing issues for production programs. Monitor and report on the contractor's technical progress, cost and schedule performance; review and monitor alternative or work around procedures; document findings, and make recommendations for improvement of the program.
- (5) Analyze and make recommendations to ensure Letters of Offer and Acceptance (LOA) conform to the Security Assistance Management Manual (SAMM) (DoD 5105.38M), and NAVAIR policies and procedures with respect to case implementation, execution, and closure.
- (6) Provide assistance with scheduling and corresponding with internal and external NAVAIR organizations and other similar duties as assigned.
- (7) Prepare cost estimates for hardware/software deliverables and manpower support requirements in response to Price and Availability (P&A) requests. Provide Life Cycle Support (LCS) cost analyses for all F-18 and associated weapon system FMS cases, as required.



- (8) Analyze the impact of non-financial program actions on the FMS program. Evaluate and provide impact assessments/recommendations with respect to FMS co-production/offset arrangements, existing Memoranda of Agreement/Understanding (MOA/MOU), and program support requirements. Provide support in the analysis and development of MOA/MOU requirements. Provide program support for MOA/MOU requirements as necessary.
- (9) Assess effectiveness of programs to support procurement following initial LOAs (e.g. Foreign Military Sales Order (FMSO), in-country cooperative logistics support arrangements, etc.) and support development of follow-on support cases, Repair Of Repairables (ROR) cases, and supplemental actions. Help support preparation of spares status reports and data for security assistance planning and phasing.
- (10) Provide analyses and recommendations relative to changes and/or decisions made by U.S. Government agencies (e.g. NAVAIR/DSCA/DFAS) to Security Assistance policies and procedures.

**3.2 Program and Financial Support (Cost Plus Fixed Fee (CPFF) CLINs 0002, 0102, 0202, 0302, 0402).**

The contractor shall provide support to the PMA 265 Finland Program Manager that includes, but is not limited to, the following tasks, as required:

**3.2.1 Provide Financial Support, to include, but not limited to:**

- (1) Provide delivery and financial data for coordination of closure efforts with applicable field activities/outside agencies (i.e. NAVICP, NADEPs, NAWCAD, NAWCWD) and contractors participating in each FMS program.
- (2) Develop case closure plans, and analyze and document financial data in case closure worksheets/case summaries for all Finland F-18 FMS cases.
- (3) Provide FMS case closure status on monthly automated case status reports to FMS case managers.
- (4) Reconcile NAVAIR FMS case financial records with those of NAVICP-OF to identify discrepancies.
- (5) Develop P&A data for all FMS case follow-on requirements, including F-18 and associated weapon systems upgrades through the life of the program. Develop recommended data for preparation of financial addenda for P&A documents.
- (6) Review foreign government queries regarding technical and cost information on F-18 and associated systems. Provide recommended responses which conform with the Security Assistance Management Manual (SAMM).
- (7) Provide a detailed review of financial data systems and other forms of data available to PMA-265 on FMS.
- (8) Maintain financial accounting and tracking system which will give up-to-date status for all financial requirements within a specific FMS case.
- (9) Review procedures and provide recommendations for expenditure forecasting in support of major cases which involve intensive management and special billing requirements.
- (10) Review the guidance stated in the SAMM for case closure. Recommend and identify cases which satisfy, or will satisfy within twelve (12) months, the conditions necessary to consider a case for closure.

**3.2.2 Provide Tactical Communications Interoperability support, including analyses and technical studies in support of determinations and recommendations related to Finland F-18 aircraft, subsystems, associated ground support systems, Command and Control Systems and associated systems of other Finnish military services, and U.S./coalition systems. This support shall identify potential impacts upon the Finland F-18 FMS program and, where appropriate, include recommended courses of action. The services relating to Tactical Communications Interoperability will include, but not be limited to, the following tasks:**

- (1) Provide program management and technical support in representing Finland F-18 interests at Multifunctional Information Distribution System (MIDS) program and technical meetings and various U.S. Department of Defense (DOD), European Command (EUCOM) and NATO meetings related to Tactical Communications Interoperability and document the meetings to ensure issues are understood and actionable by the Finland F-18 program. Prepare draft presentation briefings about Finland F-18 program issues and elements related to Tactical Communications Interoperability that are meaningful

- and sufficient to accomplish the presentation goals of the program office. Provide support for the preparation of agendas, action item status, and meeting minutes.
- (2) Analyze and assess the various communications upgrades associated with new communications systems including, but not limited to, the RT-1851A radio, TEMPEST testing, and Link 16 enhancements and their impacts on the Finland F-18 program and operations. Prepare draft presentation briefings about the Finnish F-18 programs related to these communications upgrades.
  - (3) Assist in disseminating appropriate information related to these communications upgrades to Finland F-18 team members. Assist in providing verbal or e-mail guidance to team members in response to their verbal or e-mail questions regarding Tactical Communications Interoperability. Support technical reviews, evaluate results, and provide recommendations to the program.
  - (4) Provide program management and technical support to FINAF F-18 program on Link 16 related programs such as Variable Message Format (VMF), Link 22, and Link 16 that other Finnish military organizations are implementing. Represent the FINAF F-18 interests relative to impacts these programs may have on FINAF F-18 Tactical Interoperability. Support technical reviews, evaluate results, and provide recommendations to the program.
  - (5) Provide liaison between the U.S. Finland F-18 Program Office, Navy International Programs Office (IPO), Defense Security Cooperation Agency (DSCA), European Command (EUCOM), Defense Information Systems Agency (DISA), and the Communications Security (COMSEC) office in Finland covering the total Finland F-18 program efforts.
  - (6) Participate in various working groups concerning paragraphs (1) through (5).
- 3.2.3 Provide administrative and program support for visit requests and country clearances, correspondence and action tracking, and other administrative actions as needed.

### **3.3 Engineering Support (CPFF CLINs 0002, 0102, 0202, 0302, 0402).**

The Finland F-18 FMS program is currently in post-production support for 62 aircraft. Contractor support is required to provide engineering and technical support of the design, development, validation and verification, production and delivery of aircraft modification kits and associated support equipment and training systems, to include, but not be limited to: the collection and coordination of data; analysis of technical requirements that will be used in the preparation of procurement documentation; and support in the acquisition of avionics and airframe Government Furnished Equipment (GFE), ECPs, ancillary equipment, training and logistics. This includes, but is not limited to, the following tasks:

- (a) Assess effectiveness of planning and utilization of resources attendant to FMS program requirements. Evaluate program and engineering risks. Provide resource utilization analyses and recommendations for planning improvements.
- (b) Evaluate avionics-associated technical requirements of each individual case. This includes, but is not limited to, the following:
  - (1) Inquiries from Finland in the areas of F-18 and associated avionics/computer support shall be evaluated and cost/technical alternatives for support shall be prepared and recommended to the FMS Class Desk Engineer.
  - (2) Develop technical support documentation for the preparation of FMS cases.
  - (3) Recommend courses of action for facilities definition, design and program reviews, and training of customer country personnel in avionics and computer management and support regarding software program compiling and generation, system operation and interfaces related to the software and technical support facilities.
  - (4) Develop recommendations concerning F-18 Software Support Activity (SSA) products to provide deliverables required by the FMS case. Review SSA plan and provide recommendations. Support under this task includes similar support for the tactical (operational and test) software for the SSA type facilities.

- (c) Conduct evaluations of the impact of hardware and software engineering change proposals identified for the U.S. Navy F-18 and associated weapon systems, on FMS aircraft. Provide recommendations for implementation of ECPs.
- (d) Perform analyses of F-18 and associated retrofit subsystems programs. Provide alternatives and recommendations for program execution, including recommended schedules for an interrelationship of significant program elements.
- (e) Conduct independent evaluations of the impact of F-18 and associated FMS retrofit subsystem Engineering Change Proposals (ECP) on operator and maintenance training systems. Provide recommendations for implementation of ECPs and furnish evaluations of ECP impact on fleet missions and their subsequent effects on support planning.
- (f) Conduct evaluations of unique FMS weapon changes as they relate to the interaction of U.S. Navy programs, the Finland F-18 and similar FMS programs. Provide reports on the impact of these changes on the FMS program and life cycle support.
- (g) Track ECPs and make recommendations, including the following: assist with the preparation of ECPs; review and assess engineering and impact on F-18 modifications; review systems design and delivery schedules, and analyze cost and performance impacts.
- (h) Provide configuration management expertise to develop FINAF peculiar system requirements, track engineering changes, provide recommendations regarding parts obsolescence, Physical Configuration Audits (PCAs), configuration management training, and Contract Data Requirements List (CDRL). Specific tasks include, but are not limited to:
  - (1) Provide program/project management engineering solutions to resolve cost, schedule, performance, and risk issues.
  - (2) Provide engineering management support at program meetings and document the meetings to ensure meeting objectives are achieved.
  - (3) Provide technical recommendations on cost, schedule and performance criteria, and Work Breakdown Structure (WBS).
  - (4) Evaluate, define, analyze, and recommend strategies and emerging technology to replace or augment existing aircraft components.
  - (5) Evaluate and facilitate the integration of new technologies into other warfare areas.
  - (6) Review test plans, including, but not limited to, such factors as critical operational equipment, displays, human engineering, percentage of stress on the aircraft, test planning, test procedures, test scenario development, defining test objectives, test participants, and ensuring availability of critical test assets.
  - (7) Prepare draft presentation briefings about the engineering program that are meaningful and sufficient to accomplish the presentation goals of the program office.
  - (8) Monitor and report on the contractor's technical progress, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement of the program.
- (i) Perform general engineering support, including but not limited to:
  - (1) Prepare and track action items.
  - (2) Prepare and maintain a program master schedule.
  - (3) Assist in evaluating contractor proposals for technical accuracy, as required.
  - (4) Assist in generating CDRLs.
  - (5) Prepare and track packages for releasability review by NAVAIR AIR-7.4 security.
  - (6) Prepare and monitor flight clearances.
  - (7) Support Software Configuration Set (SCS) software elements such as Software Operational Requirements, Comparable-Based Estimates, Impact Assessments, and Software Anomaly Reports.
- (j) Participate in various F-18 working groups to resolve issues concerning paragraphs (a) through (i).

#### **4.0 Operations Security Protection (CLINs 0005 and 0006).**

An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL A003. Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level noted in the DD 254 (Attachment (1)). The contractor shall ensure that any new employees, prior to their starting, have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

The OPSEC program to be furnished under this Item will be furnished in accordance with the following requirements:

- (a) The contractor is required to provide OPSEC protection for all classified information (as defined by FAR 4.401) and sensitive information (as defined by Section 3 (d) (4) of PL 100-235 (101 Stat 1727)), pursuant to National Security Decision Directive 298 of 22 January 1988, DFARS Clause 252.239-7016 and the current edition of DoD Manual 5220.22-M. To meet this requirement, the contractor shall develop, implement, and maintain a facility level OPSEC program to protect classified and sensitive information to be used at a contractor's and subcontractor's facilities during the performance of this contract. The contractor's OPSEC Program is to be described in a facility level planning document. The contractor will submit the document to the Government for approval in accordance with CDRL A003.
- (b) The contractor is responsible for subcontractor implementation of the OPSEC program requirements of this contract.
- (c) OPSEC Plan: In accordance with CDRL A003 and DD-254 requirements.

#### **5.0 Technical Data – Deliverable Documentation (CLINs 0003, 0006, 0103, 0203, 0303, 0403).**

All product deliverables and supporting documentation, reports and required data tasks in this Statement of Work shall be delivered in accordance with the Exhibit A CDRLs (DD Form 1423). CDRLs consist of the following:

- (a) Contractor Progress, Management and Status Report: The contractor shall provide a monthly progress report in accordance with CDRL A001. The report shall include work accomplished since submittal of the last report, indicating if the work is continuing or completed.
- (b) Funds and Man-Hour Expenditure Report: The contractor shall provide a monthly financial status report in accordance with CDRL A002. The report shall include both monthly and cumulative man-hour and labor costs expended by labor category, material, travel and other direct charge (ODC) costs.

#### **6.0 Place of Performance.**

The services to be performed herein shall be performed at the contractor's facilities.

#### **7.0 Telecommuting.**

For telecommuting to be authorized by the COR and the Contracting Officer, the following must be in place with the contractor:

- (1) Written company policy for Telecommuting covering all terms and conditions, to include, but not limited to:
  - i. Written agreement between company and employee;
  - ii. Work Site of Telecommute;
  - iii. Time and Attendance;
  - iv. Work Performance;
  - v. Overtime;

- vi. Security and Equipment;
  - vii. Liability and Injury Compensation;
  - viii. Standards of Conduct;
  - ix. Mileage Savings; and
  - x. Length of Agreement.
- (2) Proposed definitive amount of work or level of effort to be accomplished.
  - (3) Guaranteed savings to the Government
  - (4) Measures in place to ensure project will be on schedule and auditable for reimbursement.
  - (5) Access to NMCI, if access is required for performance.
- (b) If telecommuting is planned, paragraphs (a) (1) through (5) must be addressed.
  - (c) The Government reserves the right to prohibit telecommuting on any task where the Government determines it to be in its best interest.
  - (d) For purposes of this contract, telecommuting is authorized only on an ad hoc basis. The normal location of duty for this contract is at the contractor's facility. However, situations may arise, on an ad hoc basis, that will require an individual to work from home. Examples of such instances include, but are not limited to: weather, lack of transportation. The written company policy required under paragraph (a) (1) of this section applies for this approved ad hoc telecommuting.

**8.0 Other Direct Costs (Cost CLINs 0004, 0104, 0204, 0304, 0404).** Other Direct Costs (ODC) are based on a per annum not-to-exceed amount. Approval shall be obtained from the COR prior to the purchase of any material or travel expenses. All material purchased by the Contractor under this contract becomes the property of the Federal Government. Costs associated with travel and lodging shall be reimbursed in accordance with the JTR. The number and types of trips, including the number of personnel traveling, shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government COR.

ODCs necessary for performance of this contract shall be reimbursed in accordance with NAVAIR clauses 5252.232-9509 "Reimbursement of Travel, Per Diem, and Special Material Costs" and 5252.242-9515 "Restriction on the Direct Charging of Material". ODCs shall not include profit, but may include General and Administrative (G&A) expenses. Material and other direct charges include items that are not normal office supplies, such as special reproduction, special binders, indexes, inserts, special packing and shipping, transparencies, conference center expenses and other special technology and hardware and software requirements required for international operations.

Local and Long Distance travel will be required for this effort. Typical travel sites include, but are not limited to: Finland (various sites); St Louis, MO; China Lake, CA; San Diego, CA; and Key West, FL. COR approval shall be obtained prior to travel. Travel will be conducted and reimbursed in accordance with the DoD Joint Travel Regulations (JTR) and approved by the COR when it is essential to the performance of this SOW. Local area travel of one day duration does not require COR approval.

**9.0 Navy Marine Corps Intranet (NMCI).** Contractor personnel for contract performance may require the use of and/or access to Department of Navy Information Technology Resources. Applicable DoN IT Resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract N00024-00-D-6000, clause 5.2 "Ordering." NMCI may include G&A expenses, but shall not include profit. All NMCI shall be acquired and reimbursed in accordance with NAVAIR Clause 5252.237-9503, "Ordering Procedures for Navy Marine Corps Intranet (NMCI) Services."

As noted in this clause, the contractor shall obtain written authorization from the Contracting Officer, prior to ordering directly from the NMCI Contractor, and any NMCI order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

#### **10.0 Non-Disclosure Agreements.**

In the performance of the contract, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the contract execute a non-disclosure agreement satisfactory to the Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor

and employees' duties with respect to non-public information and promise to comply with those obligations. Copies of the executed non-disclosure agreements shall be provided to the Government.

In addition to complying with the terms and conditions of NAVAIR 5252.209-9510(e)(5) with respect to proprietary data of third parties, and DFARS 252.227-7025 with respect to technical data, the Contractor shall use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract only for Government purposes, and shall not do so for any commercial or personal purpose.

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

#### **11.0 Identification of Contractor Personnel.**

Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference where contractor personnel are in attendance.

#### **12.0 Compressed Work Schedule (CWS).**

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

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

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

#### **13.0 Standards of Quality and Timeliness.**

The work here shall be performance-based. See Attachment (2), Quality Assurance Surveillance Plan (QASP), for additional information.

#### **14.0 Acronyms**

<b>Acronym</b>	<b>Defined As</b>
CBE	Comparable-Based Estimate

CDRL	Contract Data Requirements List
CSS	Contractor Support Services
COMSEC	Communications Security
COR	Contracting Officer's Representative
DFARS	Department of Defense Federal Acquisition Regulation Supplement
DFAS	Defense Finance and Accounting Service
DSCA	Defense Security Cooperation Agency
DISA	Defense Information Security Agency
DOD	Department of Defense
DON	Department of Navy
ECP	Engineering Change Proposal
ERP	Enterprise Resource Planning
EUCOM	European Command
FAR	Federal Acquisition Regulation
FINAF	Finland Air Force
FMS	Foreign Military Sales
FMSO	Foreign Military Sales Order
GFE	Government Furnished Equipment
IA	Impact Assessment
IPO	Navy International Programs Office
IPT	Integrated Product Team
IT	Information Technology
JTR	Joint Travel Regulations
LCS	Life Cycle Support
LOA	Letter of Offer and Acceptance
MIDS	Multifunctional Information Distribution System (MIDS),
MLU	Mid-Life Upgrade
MOA	Memoranda of Agreement
MOU	Memoranda of Understanding
NATO	North Atlantic Treaty Organization
NAVAIR	Naval Air Systems Command
NAVICP-OF	Naval Inventory Control Point International Programs Directorate
NADEP	Naval Depot
NAWCAD	Naval Air Warfare Center Aircraft Division
NAWCWD	Naval Air Warfare Center Weapons Division
NMCI	Navy Marine Corps Intranet
ODC	Other Direct Cost
OPSEC	Operational Security Program
P&A	Price and Availability
PBSOW	Performance Based Statement of Work
PCA	Physical Configuration Audit
QASP	Quality Assurance Surveillance Plan
ROR	Repair of Repairables
SAR	Software Anomaly Report
SAMM	Security Assistance Management Manual
SCS	Software Configuration Set
SSA	Software Support Activity
SOR	Software Operational Requirements
TEMPEST	Transient Electromagnetic Pulse Emanation Surveillance Technology
VMF	Variable Message Format
WBS	Work Breakdown Structure



## CLAUSES INCORPORATED BY FULL TEXT

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

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

[http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor\\_forms](http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms).

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

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

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



## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**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.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**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 5220.22M.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	Government
000202	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

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

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


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

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

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

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

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



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

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
000101	POP 01-JUL-2010 TO 30-JUN-2015	N/A	N/A FOB: Destination	
0002	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
000201	POP 01-JUL-2010 TO 30-JUN-2015	N/A	N/A FOB: Destination	
000202	POP 01-JUL-2010 TO 30-JUN-2015	N/A	N/A FOB: Destination	
0003	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
0004	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
000401	POP 01-JUL-2010 TO 30-JUN-2015	N/A	N/A FOB: Destination	
0005	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
0006	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
0101	POP 01-SEP-2011 TO 31-AUG-2012	N/A	N/A FOB: Destination	
0102	POP 01-SEP-2011 TO 31-AUG-2012	N/A	N/A FOB: Destination	
0103	POP 01-SEP-2011 TO 31-AUG-2012	N/A	N/A FOB: Destination	
0104	POP 01-SEP-2011 TO 31-AUG-2012	N/A	N/A FOB: Destination	
0201	POP 01-SEP-2012 TO 31-AUG-2013	N/A	N/A FOB: Destination	

0202	POP 01-SEP-2012 TO 31-AUG-2013	N/A	N/A FOB: Destination
0203	POP 01-SEP-2012 TO 31-AUG-2013	N/A	N/A FOB: Destination
0204	POP 01-SEP-2012 TO 31-AUG-2013	N/A	N/A FOB: Destination
0301	POP 01-SEP-2013 TO 31-AUG-2014	N/A	N/A FOB: Destination
0302	POP 01-SEP-2013 TO 31-AUG-2014	N/A	N/A FOB: Destination
0303	POP 01-SEP-2013 TO 31-AUG-2014	N/A	N/A FOB: Destination
0304	POP 01-SEP-2013 TO 31-AUG-2014	N/A	N/A FOB: Destination
0401	POP 01-SEP-2014 TO 31-AUG-2015	N/A	N/A FOB: Destination
0402	POP 01-SEP-2014 TO 31-AUG-2015	N/A	N/A FOB: Destination
0403	POP 01-SEP-2014 TO 31-AUG-2015	N/A	N/A FOB: Destination
0404	POP 01-SEP-2014 TO 31-AUG-2015	N/A	N/A FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on **date of award** and shall continue **12 months**. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

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

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

(1) PCO, Code **2.5.1.8**

**Department of the Navy  
Naval Air Systems Command  
Aircraft Support Contracts Department (AIR 2.5.1.8)  
21983 Bundy Road, Unit 7, Bldg 441  
Patuxent River, MD 20670-1127**

(2) ACO, Code **S0107A**

**DCMA Huntsville  
Bldg 4505 Suite 301  
Martin Road  
Redstone Arsenal, AL 35898-0001**

(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: **See Block 16 "Remarks," of DD Form 1423**

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

The services to be performed herein shall be performed at **contractor site**.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA



CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)  
(OCT 1994)**

(a) The Contracting Officer has designated



Phone:  
Email:

as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following:

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 and out procedures outlined in NASPAXRIVINST 5510.15. Notify the Customer Service Team (CST) in the event of contractor personnel space movements, telephone

changes, or other changes requiring Locator System updates. Contact the CST regarding specific contractor personnel check-out 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. Maintaining documentation that supports CPARS assessments;
6. 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;
8. Keep track of funds expended and remaining funds available so as not to overspend on the contract or order;
9. Accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government;
10. Pay particular attention to the timely review of invoices;
11. Promptly notify and provide recommended corrective action to the contracting officer 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 COR; and
  - (h) improper use of government material, equipment, or property.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### CLAUSES INCORPORATED BY FULL TEXT

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



- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or sub-line item number (SLIN)) and the accounting classification reference number (ACRN) information, will be returned for correction.
- (c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.
- (e) Informational SLINs, e.g. 000101, are as follows:

SLIN	ACRN	Amount Obligated
*See Attachment (4) for Details		

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than **bi-weekly** based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the **“net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled “Level of Effort”**. Payment shall be made in accordance with FAR Clauses 52.216-7, “Allowable Cost and Payment”, and 52.216-8, “Fixed Fee”.
- (b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, “Limitation of Funds”, the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.
- (c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.
- (d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

CLAUSES INCORPORATED BY FULL TEXT

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

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

- (a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.
- (b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at **301-342-9586** or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil)

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF Functional Information and WAWF Training websites.

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

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

<b>DoDAAC LOCATION TABLE</b>						
	-Select Combo for Fixed Price Supplies and Services -Select Cost Voucher for all Cost or T&M or CLINs. -The 2-in-1 invoice is not authorized for use by NAVAIR -Questions? Call 1-866-618-5988					
DoDAAC Description	Located in Block					
	DD1155 (Destination Acceptance)	DD1155 (Source/Origin Acceptance)	SF26	SF33	SF1449	SF1449 (Destination Acceptance)
Issuing Office DoDAAC	6	6	5	7	7	9
Administrating Office DoDAAC	7	7	6	24	26	16
Inspector's DoDAAC	See Schedule	See Schedule	11	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	14	See Schedule	11	See Schedule	See Schedule	15
Pay Office DoDAAC	15	16	12	25	27	18a

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

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

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9500 or 5252.201-9501			Technical Point of Contact or Contracting Officer's Representative

			<b>COR</b>

CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)**

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

\*See Attachment (4) for Details

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

PERIOD OF

ITEM(S) ALLOTTED TO COST PERFORMANCE

\*See Attachment (4) for Details

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(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: **any modification regarding lines of accounting and appropriations data.**

**Additional information may be** delineated by Procuring Contracting Officer (PCO) correspondence.

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

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in **the Performance Based Statement of Work**. **The contract** will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense,

subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

[ X ] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or 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 in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[ 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))

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of

conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

CLAUSES INCORPORATED BY FULL TEXT

**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.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

#### CLAUSES INCORPORATED BY FULL TEXT

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

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



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

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

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

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)**



The following types of insurance are required in accordance with the clause entitled, **FAR 52.228-7, "Insurance--Liability to Third Persons"** and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: **\$200,000** per person and **\$500,000** per accident for bodily injury.
- (b) Automobile Insurance: **\$200,000** per person and **\$500,000** per accident for bodily injury and **\$500,000** per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: **\$200,000** per person and **\$500,000** per occurrence for bodily injury, other than passenger liability; **\$200,000** per occurrence for property damage. Passenger bodily injury liability limits of **\$200,000** per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

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

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

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

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

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

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

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

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

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in



the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement

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

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

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

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

#### **5252.237-9501 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 (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

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

**5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)**

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

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

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

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

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

**Department of the Navy  
Naval Air Systems Command  
Aircraft Support Contracts Department (AIR 2.5.1.8)  
21983 Bundy Road Unit 7 Bldg 441  
Patuxent River, MD 20670-1127  
Phone: (301) 757-7090**

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	APR 2008
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984

52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2009
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007

252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.246-7001	Warranty Of Data	DEC 1991
252.249-7002	Notification of Anticipated Contract Termination or Reduction	DEC 2006

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

##### **52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and



granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --



(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 days**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### **52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code [ ] assigned to contract number [ ].

[Contractor to sign and date and insert authorized signer's name and title].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signer's Printed Name

\_\_\_\_\_  
Signer's Title

**52.232-22 LIMITATION OF FUNDS (APR 1984)**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The

notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

## 52.244-2 SUBCONTRACTS (JUN 2007)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:



**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>.

**252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

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

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address: **Wyle Laboratories, Inc.  
7800 Highway 20 West  
Huntsville, AL 35806-2057**

Government Remittance Address: **See DFAS payment address located in block 12 of SF26**

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the **Naval Air Systems Command**. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the COR. All losses are to have the permanent badges returned to **the Security Officer, Naval Air Station, Patuxent River, MD Pass Office** on the last day of the individual's task requirement in accordance with **NASPASRIVINST 5510.15N**.

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

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

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

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

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Exhibit A CDRL	3	31-AUG-2010
Attachment 1	Attachment 1 QASP	12	27-APR-2010
Attachment 2	Attachment 2 DD254	3	29-APR-2010
Attachment 3	Attachment 3 OCI List	1	
Attachment 4	Attachment 4 Contract Ceiling Spreadsheet	6	01-SEP-2010