

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 46	3. EFFECTIVE DATE 18-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. 1300389169-0006	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A	

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
joyce.toye@navy.mil 301-757-9089

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOWHEAD SCIENCE AND TECHNOLOGY LLC 4900 Seminary Road, Suite 1000 Alexandria VA 22311-1858		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5651-M801
		10B. DATED (SEE ITEM 13) 10-Jun-2009
CAGE CODE 4N7W2	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 43.103(a) & FAR 52-217-8 Option to Extend Services

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Pam F. Bowen, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marquita J Davis, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Pam F. Bowen (Signature of person authorized to sign)	15C. DATE SIGNED 18-Sep-2014	16B. UNITED STATES OF AMERICA BY /s/Marquita J Davis (Signature of Contracting Officer)	16C. DATE SIGNED 18-Sep-2014

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 46	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to change the period of performance which is currently 30 June 2014 to 30 December 2014 to 30 June 2014 to 30 September 2014.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The period of performance was change in Section B and Sectlion F of the contract from the current which is 30 June 2014 to 30 December 2014 to 30 June 2014 to 30 September 2014.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$0.00 to \$0.00 by \$0.00.

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

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7500	6/30/2014 - 12/30/2014	6/30/2014 - 9/30/2014
7501	6/30/2014 - 12/30/2014	6/30/2014 - 9/30/2014
7503	6/30/2014 - 12/30/2014	6/30/2014 - 9/30/2014
9500	6/30/2014 - 12/30/2014	6/30/2014 - 9/30/2014

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	R408	Base Period: Services in Accordance with Statement of Work(SOW) Para. 3.1-3.3; Cost-Plus-Fixed-Fee (CPFF) (Fund Type - TBD)	1.0	LO			
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400001	R408	AF Procurement funding in support of CLIN 4000 in the amount of \$1,647,775.95, ACRN AA. (Fund Type - OTHER)					
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400002	R408	APN funding in support of CLIN 4000 in the amount of \$2,216,377.53, ACRN AC. (Fund Type - OTHER)					
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400003	R408	RDT&E funding in support of CLIN 4000 in the amount of \$166,500.00, ACRNAD. (RDT&E)					
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400004	R408	FMS Admin funding in support of CLIN 4000 in the amount of \$0.00, ACRN AE. (Fund Type - OTHER)					
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4001	R408	Base Period: Increase Capacity to Support SOW. Refer to Para. 12.0 of the SOW. (Fund Type - TBD)	1.0	LO			
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Option

4002	R408	Base Period: Technical Data in Accordance with SOW. Not Separately Priced(NSP). (Fund Type- TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
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4003	R408	Base Period: OPSEC Plan (NSP) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
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4100	R408	Option Period 1: Services in Accordance with SOW Para. 3.1-3.3; CPFF (Fund Type - TBD)	1.0	LO			
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410001	R408	RDT&E funding in support of CLIN 4100 in the amount of \$100,000.00, ACRNAF. (RDT&E)					
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410002	R408	APN1 funding in support of CLIN 4100 in the amount of \$5,128,188.85, ACRN AG. (Fund Type - OTHER)					
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410003	R408	Air Force AP funding in support of CLIN 4100 in the amount of \$1,637,367.28, ACRN AJ. (Fund Type					
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		- OTHER)					
410004	R408	Air Force O&M funding in support of CLIN 4100 in the amount of \$183,322.87 ACRN AK. (Fund Type - OTHER)					
4101	R408	Option Period 1: Increase Capacityto Support SOW. Refer to Para. 12.0 of the SOW. (Fund Type - TBD)	1.0	LO			
		Option					
4102	R408	Option 1: Technical Data inAccordance with SOW. NSP (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
4200	R408	Option Period 2: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - OTHER)	1.0	LO			
420001	R408	Option Period 2: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - OTHER)					
420002	R408	Option Period 2: Services in Accordance with SOW Para. 3.1.1.4, 3.2.1.4 & 3.2.1.6; CPFF. (RDT&E)					
420003	R408	Option Period 2: Services in Accordance with SOW Para. 3.1, 3.2 & 3.3; CPFF. (Fund Type - OTHER)					
420004	R408	Option Period 2: Service in Accordance with SOW Para. 3.1.1.7, 3.1.1.8,3.1.1.9, 3.2.1.5,3.2.1.7,3.2.1.8, 3.3.1.1, 3.3.1.3;CPFF (Fund Type -OTHER)					
420005	R408						
420006	R408						
420007	R408						
420008	R408						
420009	R408						
4201	R408	Option Period 2: Increase Capacityto Support SOW. Refer to Para. 12.0 of the SOW. (Fund Type - TBD)	1.0	LO			
		Option					
4202	R408	Option Period 2: Technical Data inAccordance with SOW. NSP (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4300	R408	Option Period 3: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - TBD)	1.0	LO			
430001	R408	Option Period 3: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
430002	R408	Option Period 3: Services in Accordance with SOW Para. (RDT&E)					
430003	R408	Option Period 3: Services in Accordance with SOW Para. (APN)					
430004	R408	Option Period 3: Services in Accordance with SOW Para. (O&MN,N)					
430005	R408	Option Period 3: Services in Accordance with SOW Para. (APN)					
4301	R408	Option Period 3: Increase Capacity to Support SOW. Refer to Para. 12.0 of the SOW. (Fund Type - OTHER) Option	1.0	LO			
4302	R408	Option 3: Technical Data in Accordance with SOW. NSP (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00	\$0.00
4400	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - TBD)	1.0	LO			
440001	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440002	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440003	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440004	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440005	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440006	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
440007	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440008	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440009	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440010	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
440011	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - OTHER)					
440012	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - OTHER)					
440013	R408	Option Period 4: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - OTHER)					
4401	R408	Option Period 4: Increase Capacityto Support SOW. Refer to Para. 12.0 of the SOW. (Fund Type - TBD) Option	1.0	LO			
4402	R408	Option Period 4: Technical Data inAccordance with SOW. NSP (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R408	Base Period: Services in Accordance with SOW Para. 3.4; Firm-Fixed-Price (FFP) (Fund Type - TBD)	1.0	LO		
500001	R408	Air Force O&M funding in support of CLIN 5000 in the amount of \$0.00, ACRN AB. (Fund Type - OTHER)				
500002	R408	FMS Admin fundingin support of CLIN 5000 in the amount of \$108,787.70, ACRNAR. (Fund Type - OTHER)				
5100	R408	Option Period 1: Services in Accordance with SOW Para. 3.4; FFP. (Fund Type -TBD)	1.0	LO		
510001	R408	FMS Admin fundingin support of CLIN 5100 in the amount of \$99,915.74, ACRN AH. (Fund Type - OTHER)				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
510002	R408	FMS Admin fundingin support of CLIN 5100 in the amount of \$165,504.69, ACRNAH. (Fund Type - OTHER)				
5200	R408	Option Period 2: Services in Accordance with SOW Para. 3.4; FFP. (Fund Type -OTHER)	1.0	LO		
5300	R408	Option Period 3: Services in Accordance with SOW Para. 3.4; FFP. SUBJECT TO THE AVAILABILITY OF FUNDS CLAUSE. no PERFORMANCE SHALL OCCUR UNDERTHIS CLIN UNTIL FUNDING HAS BEEN ADDED VIA SUBSEQUENT MODIFICATION. (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00
5400	R408	Option Period 4: Services in Accordance with SOW Para. 3.4; FFP. (Fund Type -OTHER)	1.0	LO		
540001	R408	Option Period 4: Services in Accordance with SOW Para. 3.4; FFP. (FMS)				
540002	R408	Option Period 4: Services in Accordance with SOW Para. 3.4; FFP. (FMS)				
540003	R408	Option Period 4: Services in Accordance with SOW Para. 3.4; FFP. (FMS)				
540004	R408	Option Period 4: Services in Accordance with SOW Para. 3.4; FFP. (FMS)				
540005	R408					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base Period: Other Direct Costs (ODCs) in Support of SOW. (Fund Type - OTHER)	1.0	LO	
600001	R408	Air Force O&M funding in support of CLIN 6000 in the amount of \$91,212.30, ACRN AB. (Fund Type - OTHER)			
600002	R408	APN funding in support of CLIN 6000 in the amount of \$119,879.95, ACRNAC. (Fund Type - OTHER)			
6100	R408	Option Period 1: ODCs in Support of SOW. (Fund Type - TBD)	1.0	LO	
610001	R408	APN1 funding in support of CLIN 6100 in the amount of \$335,421.71, ACRNAG. (Fund Type - OTHER)			
610002	R408	FMS Admin fundingin support of CLIN 6100 in the amount of \$20,084.26, ACRN AH. (Fund Type - OTHER)			
610003	R408	Air Force AP funding in support of CLIN 6100 in the amount of \$95,861.72, ACRN AJ. (Fund Type - OTHER)			
610004	R408	Air Force O&M funding in support of CLIN 6100 in the amount of \$16,677.13, ACRN AK. (Fund Type - OTHER)			
6200	R408	Option Period 2: ODCs in Support of SOW. (Fund Type - OTHER)	1.0	LO	
620001	R408	Option Period 2: ODCs, travel and other direct costs in Support of SOW Paragraphs4.0, 5.0 and 6.0. (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620002	R408	Option Period 2: ODCs, travel and other direct costs in Support of SOW Paragraphs 4.0 and 6.0. (Fund Type - OTHER)			
620003	R408	Option Period 2: O&M/Airforce funds for ODCs, travel and other direct costs in Support of CLIN 6200 (Fund Type -OTHER)			
620004	R408				
620005	R408				
620006	R408				
620007	R408				
6300	R408	Option Period 3: ODCs in Support of SOW. (Fund Type - TBD)	1.0	LO	
630001	R408	Option Period 3: ODCs in Support of SOW. (APN)			
630002	R408	Option Period 3: ODCs in Support of SOW. (APN)			
630003	R408	Option Period 3: ODCs in Support of SOW. (O&MN,N)			
6400	R408	Option Period 4: ODCs in Support of SOW. (Fund Type - TBD)	1.0	LO	
640001	R408	Option Period 4: ODCs in Support of SOW. (APN)			
640002	R408	Option Period 4: ODCs in Support of SOW. (Fund Type - OTHER)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7500	R408	Option Period 5: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - TBD)	1.0	LO			
750001	R408	Option Period 5: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (Fund Type - OTHER)					
750002	R408	Option Period 5: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
750003	R408	Option Period 5: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (APN)					
750004	R408	Option Period 5: Services in Accordance with SOW Para. 3.1-3.3; CPFF. (RDT&E)					
7501	R408	Option Period 5: Increase Capacity to Support SOW. Refer to Para. 12.0 of the SOW. (Fund Type - TBD)	1.0	LO			

For Cost Type / NSP Items

7502		Option Period 4: Technical Data in Accordance with SOW. NSP					\$0.00
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7503	R408	Option Period 5: Services in Accordance with SOW Para 3.4 CPFF(FMS Case #XX-X-XXX)	1.0	LO			
750301	R408	Option Period 5: Services in Accordance with SOW Para 3.4 CPFF(FMS)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9500	R408	Option Period 5: ODCs in Support of SOW. (Fund Type - TBD)	1.0	LO	
950001	R408	Option Yr 5 ODC Funds. (Fund Type- TBD)			
950002	R408	Option Yr 5 ODC Funds. (Fund Type- TBD)			

Clauses specified in Section B of the SeaPort-Enhanced (e) basic contract are incorporated into this order if applicable.

The task order Contracting Officer will unilaterally create informational SubCLINs during performance of this task order to accommodate the multiple type of funds that will be used under this order.

The exercise of option CLINs 4000-6999 are contingent upon the awardee maintaining an active SeaPort-e contract.

Section B Notes:

The CLIN ceiling values have been incorporated in the following table:

CPFF Services:

<u>CLINs</u>	<u>Contract Year</u>	<u>Period of Performance</u>	<u>Total CLIN Value</u>
4000	Base	11 Jun 2009 - 30 Nov 2009	
4100	Option I	01 Dec 2009 - 30 Nov 2010	
4200	Option II	01 Dec 2010 - 30 Nov 2011	
4300	Option III	01 Dec 2011 - 30 Nov 2012	
4400	Option IV	01 Dec 2012 - 29 Jun 2014	
7500	Option V	30 Jun 2014 - 30 Sept 2014	
7503	Option V	30 Jun 2014 - 30 Sept 2014	
Total CPFF			

Increased Capacity:

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<u>CLINs</u>	<u>Contract Year</u>	<u>Period of Performance</u>	<u>Total CLIN Value</u>
4001	Base	11 Jun 2009 - 30 Nov 2009	
4101	Option I	01 Dec 2009 - 30 Nov 2010	
4201	Option II	01 Dec 2010 - 30 Nov 2011	
4301	Option III	01 Dec 2011 - 30 Nov 2012	
4401	Option IV	01 Dec 2012 - 29 Jun 2014	
7501	Option V	30 Jun 2014 - 30 Sept 2014	
CIC Total			

FFP Services:

<u>CLINs</u>	<u>Contract Year</u>	<u>Period of Performance</u>	<u>Total CLIN Value</u>
5000	Base	11 Jun 2009 - 30 Nov 2009	
5100	Option I	01 Dec 2009 - 30 Nov 2010	
5200	Option II	01 Dec 2010 - 30 Nov 2011	
5300	Option III	01 Dec 2011 - 30 Nov 2012	-
5400	Option IV	01 Dec 2012 - 29 Jun 2014	
Total FFP			

ODCs:

<u>CLINs</u>	<u>Contract Year</u>	<u>Period of Performance</u>	<u>Total CLIN Value</u>
6000	Base	11 Jun 2009 - 30 Nov 2009	
6100	Option I	01 Dec 2009 - 30 Nov 2010	
6200	Option II	01 Dec 2010 - 30 Nov 2011	
6300	Option III	01 Dec 2011 - 30 Nov 2012	
6400	Option IV	01 Dec 2012 - 29 Jun 2014	

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9500 Option V 30 Jun 2014 - 30 Sept 2014
Total ODC

CLINs 4002, 4003, 4102, 4202, 4302, 4402, and 7502 are not separately priced.

GRAND TOTAL _____

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Under SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK, the following changes are made:

This Statement of Work Addendum does not apply to any line items funded by Foreign Military Sales (FMS).

The following Statement of Work Addendum is hereby added to the existing Statement of Work:

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in SEA 5252.216-9122 Level Of Effort (Dec 2000) shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of 1280 hours per week.

(b) The contractor is not required to remain on standby and should take every effort to minimize its overhead costs during the reduction. At the conclusion of the civilian furlough period, the level of effort will revert to the prior rate. The contractor will not be required to immediately revert to the prior level of effort, but rather will be allowed a reasonable amount of time to revert to the prior rate.

(c) During the civilian furlough period, unless otherwise authorized by the contracting officer, the Government Installation Work Schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the Government Installation Work Schedule. At the conclusion of the civilian furlough period, the Government Installation Work Schedule will revert to the prior established schedule, if any. This revision to the normal work week is not the result of an Executive Order or an administrative leave determination.

STATEMENT OF WORK

NAVAL AIR SYSTEMS COMMAND HEADQUARTERS

PMA-275

V-22 Joint Program Office (JPO)

Program Management Support

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1.0 Background

The V-22 Osprey is an ACAT-1D Joint Program led by the Department of the Navy for the purpose of developing, testing, evaluating, procuring, and fielding a tilt rotor, vertical takeoff and landing (VTOL) aircraft for Joint Service application. The V-22 program is designed to provide an aircraft to meet the amphibious/vertical assault needs of the Marine Corps, the strike rescue needs of the Navy, and the special operations needs of the Air Force and the United States Special Operations Command (USSOCOM). The V-22 will replace the CH-46E and CH53A/D in the Marine Corps with the MV-22/CV-22; supplement the H-60 in the Navy with the HV-22; and replace the MH-53J and MH-53M, as well as augment the C-130 in the Air Force and USSOCOM with the CV-22. The V-22 will be capable of flying over 2100 nautical miles with a single refueling, giving the services the advantage of a Vertical/Short Take-off and Landing (V/STOL) aircraft that can rapidly self-deploy to any location in the world. Block C suitability and effectiveness upgrades began after the full rate production decision.

2.0 Scope

This is a Performance-Based, Cost-Plus-Fixed-Fee (CPFF) and Firm-Fixed-Price (FFP) type task order. There are multiple Integrated Product Teams (IPTs) and programs supported by this requirement. The scope of this effort is to support and provide the capability to fully integrate acquisition management support services and processes for Navy, Air Force, and DoD-sponsored (USSOCOM) programs within the V-22 Joint Program.

3.0 Requirements

3.1 V-22 JPO Program Management, Operations, and Integrated Product Team (Aircraft Procurement, Navy; Aircraft Procurement, Air Force; R&D; O&M - Cost-Plus-Fixed-Fee)

3.1.1 The contractor shall provide configuration management, risk management, program management, and operations support services in support of the V-22 development and production program. Accordingly, the contractor shall:

3.1.1.1 Review and provide technical assessments of program documentation. Provide recommendations in the area of aircraft modification, design reviews, retrofit, test and evaluation, and manufacturing/assembly processes.

3.1.1.2 Provide analysis support of program schedules, risk/configuration management and aircraft production and modifications. Provide support with conducting reviews and technical assessments of the program. Provide recommendations in the area of field activity efforts, Program Master Plans, and data requirements.

3.1.1.3 Provide support and recommendations of assessments, plans of action, and risk evaluations for all V-22 variants. This shall include and coordinate changes for approval at the appropriate level.

3.1.1.4 Provide acquisition support services to include, but not limited to the coordination,

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collection, and analysis of the program's status. This also is to include the advisement and recommendations for program courses of action and approval.

3.1.1.5 Provide support with the development of recommended responses to internal and external requests for program information and status. Provide support in the coordination of program communications.

3.1.1.6 Support the coordination, development, and tracking of Science and Technology (S&T) initiatives.

3.1.1.7 Provide acquisition support to include financial analysis on the V-22 airframe, propulsion, survivability, core avionics, communications navigation identification (CNI) and trainer requirements/Integrated Product Teams (IPTs). Coordinate and maintain the data collected from the financial team. Support and prepare for review a variety of reports covering the status of funds, expenses, and obligations.

3.1.1.8 Perform data collection and analysis of V-22 fiscal management procedures. Collect and analyze data pertinent to V-22 fiscal procedures and patterns of performance. Provide recommendations for improvement of existing processes used in support of management decisions.

3.1.1.9 Perform financial analysis on the V-22 program, to include Development, Test, Production, Retrofit, Integration efforts, which support program execution to include recommendations on various strategies.

3.1.1.10 Perform acquisition management support services to include analysis of contractors' cost data and current burn rates against fiscal/funding constraints in support of the V-22 production.

3.1.1.11 Provide recommendations for information management programs beneficial for tracking programmatic processes, technical requirements, change processes and procedures. Interpret, manage, and support the information systems that are required for managing and supporting the V-22 program.

3.1.1.12 Analyze, track, prepare or update items required for tracking the program's status, this is to include close coordination with multiple IPTs, then making recommendations, to meet deadlines to support the V-22 program.

3.1.1.13 Support the program office with the collection and coordination of data, analysis of technical requirements that will be used in the preparation of documentation, and to provide production support in the acquisition of all facets of the program. Provide support, as required, regarding program technical topics.

3.1.1.14 Perform all the duties associated with program acquisition support functions.

3.1.1.15 Provide environmental technical/acquisition support to Program Manager Air (PMA) in the development, production and retrofit of the required Environmental, Safety, and

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Occupational Health (ESOH) evaluations.

3.1.1.16 Update the DoN Technology Transfer and Security Assistance Review Board (TTSARB) decision memorandum in coordination with Navy International Program Office (IPO) and Deputy Undersecretary of the Air Force for International Affairs (SAF/IA) to develop a joint MV-22 and CV-22 document for foreign disclosure.

3.1.1.17 Review program documentation for program protection, physical security, and recommend changes to maintain compliance with DoD, USN, USAF, and NAVAIR directives and regulations.

3.1.1.18 Provide foreign disclosure support. Maintain the V-22 export license database, evaluate, research, coordinate, and formulate recommended PMA-275 positions, provisos, and justifications on export licenses, technical assistance agreements, manufacturing agreements, requests for information, and other foreign disclosure actions.

3.1.1.19 Conduct research and analysis to support technology transfer aspects of the V-22 program.

3.1.1.20 Provide PMA-275 with other program protection support (e.g., Information Assurance, intelligence and counterintelligence, security education and training, etc.)

3.1.1.21 Support the program office with recommendations and assessments regarding the program's operations.

3.2 V-22 JPO Development and Systems Engineering Labor (Aircraft Procurement, Navy; Aircraft Procurement, Air Force; RDT&E, Navy; O&M; R&D) - Cost-Plus-Fixed-Fee

3.2.1 The contractor shall develop and perform acquisition management system support services on current and/or emerging capabilities in order to support future weapon system development efforts. Accordingly, the contractor shall:

3.2.1.1 Conduct Systems Engineering analysis to include, but not limited to, the following: provide recommendations and support services to the Class Desk in order to support Design Reviews, for emerging capabilities; provide recommendations for Engineering Change Proposals (ECPs), Capability Definitions and Refinement System Upgrades and other Systems Engineering Analysis as required. Provide recommendations to eliminate or minimize cited areas of concerns or offer alternative solutions.

3.2.1.2 Perform acquisition management system support services to include, but is not limited to the following: provide recommendations and analysis of projected costs of weapon system efforts, logistics support strategies, and training requirements to support ECPs.

3.2.1.3 Conduct affordability and contracts analysis to include, but is not limited to, the following: perform analysis of contractors' cost data and current burn rates against fiscal/funding constraints; and collect, compile and analyze programmatic, cost, and contract data for

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incorporation into team work plans, data calls, and supporting documentation.

3.2.1.4 Author, draft, and coordinate CNI/SAS (Communication Identification and Interoperability/Sensor Ancillary Systems) IPT review and official CNI/SAS AIR-4.0P Airworthiness release and management of USN and USAF flight clearances, Naval Air Training and Operating Procedures Standardization (NATOPS) and OP Sup changes for flight test, operational test and fleet aircraft. Independently conduct a technical analysis of submitted flight clearance requests and provide performance monitor recommendations to V22 Class Desk and 4.0P Airworthiness Office.

3.2.1.5 Draft and coordinate Chief of Naval Operations (CNO) REDSTRIPE technical grounding notifications. Analyze CNO messages and other Naval messages from a technical standpoint, for applicability to V22 operations and potential for incorporation into associated flight clearances.

3.2.1.6 Analyze technical issues associated with test plans and their potential with NAVAIR IPTs as well as the Integrated Test Team (ITT), to resolve, make recommendation relative to test plan issues and their potential impact on flight clearances. Conduct independent technical review and coordinate PLACARD revisions for Developmental Test (DT) aircraft. Evaluate yellow sheet deficiencies and their technical impact to the flight clearance, NATOPS, PLACARD, and aircrew operating procedures.

3.2.1.7 Analyze and conduct technical review of Software Quality System Registration (SQSRs), Quality Status Reviews (QSRs), Critical Analysis Reporting Environment (CAREs), FLASHGRAMs, Voluntary Compliance Level (VCLs), Technical Data Violation (TDVs), LDV wavers, and deviations associated with aircraft configuration.

3.2.1.8 Conduct independent review and analysis of Hazard Reports (HRs), Hazardous Materials Regulations (HMRs), Quality Design Reviews (QDRs), Environmental Liabilities (ELs), and coordinate recommended NATOPS limitation and procedural changes, provide NATOPS recommendations to V22 Class Desk and maintain liaison with fleet squadrons.

3.3 JPO Program Management and Logistics Labor Support (Aircraft Procurement, Navy; Aircraft Procurement, Air Force; O&M) - Cost-Plus-Fixed-Fee

3.3.1 The contractor shall perform the following for V-22 program office and V-22 field activities to include Marine Aviation Logistics Squadrons, Fleet Support Team (FST), Fleet Replacement Squadron (FRS), as well as other Fleet Supporting Units:

3.3.1.1 Perform analysis, review, track, and provide briefings and recommendations on the Acquisition Strategy for both Air Vehicle and Engine system, subsystems.

3.3.1.2 Identify and analyze fleet supply issues and perceived supply issues and provide solutions. Contractor shall coordinate and facilitate transportation requirements for the movement of Supply Assets as directed by the PMA, Naval Inventory Control Point (NAVICP) or Fleet Support Units. Contractor shall independently review and submit recommendations to the PMA on Supply Support Deployment Packages.

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3.3.1.3 Provide asset & readiness research, to PMA, NAVICP, or Fleet Support Units from any system such as Naval Aviation Logistics Command Information/Management System (NALCOMIS), Integrated Engineering Technical Manuals (IETMs), Optimized-Organizational Management Activity (OOMA), etc.

3.4 V-22 International Business Development (FMS Admin Funds, FMS Case Funds) – Firm-Fixed-Price

3.4.1 The contractor shall provide Foreign Military Sales (FMS) support to include Letter of Request (LOR) support, case development, integrated logistics support, general administrative duties, Foreign Disclosure, Technology Transfer determinations, and financial support/analysis in case administration and closure. The contractor shall provide support to PMA-275 regarding International Programs policy and procedures in activities such as site surveys and planning meetings with potential International customers. Accordingly, the contractor shall:

3.4.1.1 Provide support, recommendations, and develop Price and Availability (P&A) data.

3.4.1.2 Provide support and analyses of Foreign Disclosure and Technology Transfer determinations. This includes proposing and implementing policy or strategies in support of programs, proposals, and projects served by PMA-275. The contractor shall coordinate and conduct security reviews with program managers under PMA-275.

3.4.1.3 Provide Integrated Logistics Support (ILS) Services. The contractor will develop estimates of FMS case financial requirements based upon actual initiations, commitments, obligations and expenditures for ILS requirements and projected funding for future requirements. Attend Program Management Reviews (PMRs), ILS reviews, meetings, conferences, briefings, and other significant program activities and events occurring in Continental United States (CONUS) or other country locations as required to perform ILS analysis in support of specific FMS cases. Analyze existing and potential joint participation programs. Based upon allocation of joint participation levels, prescribed utilization rates, and operational requirements, evaluate the customer country/countries maintenance concept(s)/maintenance system(s), supply support requirements, support equipment, support of support equipment, airborne weapon systems, and other ILS resource requirements, and assess the applicability and commonality of existing individual and combined logistics resources to support the aircraft, airborne weapons, and support equipment being sold.

4.0 Travel (Domestic: Aircraft Procurement, Navy; Aircraft Procurement, Air Force; O&M; FMS CLINS: FMS Admin Funds, FMS Case Funds).

4.1 The contractor may be required to travel when essential to the performance of tasks detailed in this SOW. The Task Order Manager (TOM) will approve all travel performed in support of this contract, prior to the commencement of travel. Anticipated travel locations during the period of performance include, but are not limited to: New River, NC; Philadelphia, PA; Dallas, TX; Amarillo, TX; Wright Patterson AFB, OH; MacDill AFB, FL; and Edwards AFB, CA. The Government may require other travel, as necessary, to accomplish the tasks included herein.

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5.0 Other Direct Costs (ODCs). (Domestic: Aircraft Procurement, Navy; FMS CLINS: FMS Admin Funds, FMS Case Funds)

Other Direct Costs are based on a per annum not to exceed (NTE) funded amount. All ODCs will be approved by the TOM prior to the purchase of any material or travel expenses. All material purchased by the contractor under this item becomes the property of the Federal Government upon contract completion. Examples of material include, but are not limited to, general office supplies.

6.0 Navy Marine Corps Internet (NMCI). (Domestic: Aircraft Procurement, Navy; Aircraft Procurement, Air Force; FMS CLINS: FMS Admin Funds, FMS Case Funds)

6.1 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 No. N00024-00-D-6000, clause 5.2 "Ordering".

6.2 The contractor shall obtain written authorization from the TOM prior to ordering from the NMCI contractor. No NMCI order may be placed without the prior written authorization of the Contracting Office. Any NMCI order exceeding the written authorization of the Contracting Office shall be treated as an unallowable cost pursuant to FAR Part 31.

7.0 Operations Security Program (OPSEC) Requirements

7.1 The contractor shall provide OPSEC protection for all classified information (as defined by FAR 4.401) and sensitive information (as defined by Section 3 (d) (4) of PL 100-235 (101 Stat 1727), pursuant to National Security Decision Directive 298 of 22 January 1988, DFARS Clause 252.239-7016 "Telecommunications Security Equipment, Devices, Techniques, and Services," and the current edition of DoD Manual 5220.22-M. 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.

8.0 Technical Data Deliverables.

8.1 Technical data shall be provided in accordance with Contract Data Requirements Lists (CDRL) A001 through A005 as follows:

CDRL A001 – Monthly Status Report

CDRL A002 – Monthly Funds and Manhour Expenditure Report

CDRL A003 – ~~Deleted~~

CDRL A004 – Contractor's Quarterly Tasking Report

CDRL A005 – ~~Deleted~~

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9.0 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 (in person or on phone) where contractor personnel are in attendance. Contractor identification (ID) badges will be issued by the Government to on-site contractor personnel. In accordance with NASPAXRIV Instruction 5510.15N, 31 October 2007, identification badges must be displayed at all times. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out contractor personnel unless all media, including CAC cards, are returned in accordance with instructions identified previously in this paragraph.

10.0 Compressed Work Schedule (CWS): The contractor awarded this contract, with agreement by the TOM, 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 requirement agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent contractor employees from providing necessary staffing and services coverage when required by the Government facility.

11.0 Telecommuting. For telecommuting to be authorized by the TOM 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, a written agreement between the company and employee; work site of telecommute; and (2) proposed definitive amount of work or level of effort to be accomplished.

12.0 Anticipated Level of Effort Provision (Increase Capacity): The program anticipates the need for an increase in capacity of the level of effort in support of future requirements that are currently anticipated for the base period of performance and Option Period 1 through IV. This requirement is in accordance with Clause H-1 (Increased Capacity Within the Period of Performance (CLINs 4001; 4101; 4201; 4310, and 4401). The task order includes an option per period of performance for an increase in capacity not to exceed 10% within the period of performance. This option may be exercised at the Government's discretion, when and if it is determined that there has been within the scope change to magnitude of work for the task order which would necessitate an increase in the level of effort provided by the contractor due expanding program requirements. The use of this option does not provide an extension to the length of time for the period of performance. The Government may exercise an option for increased capacity within the period performance without obligation to exercise succeeding year option (s).

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The exercise of any option for increased capacity within the period of performance may be accomplished at anytime during the task order performance, but not later than 1 calendar day prior to the expiration of the task order; provided the Government has given the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance at least 5 days before the exercise of the option. At the time of the exercise of the option for increase capacity within the period of performance, the CLIN may be restructured as needed to conform with the task order CLIN structure.

13.0 Performance Standards: A Quality Assurance Surveillance Plan (QASP) is incorporated as Attachment (01).

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.

(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.