

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1      2
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 23-Jul-2014	4. REQUISITION/PURCHASE REQ. NO. See Page 2 (2 PR's)	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 christopher.pennini@navy.mil 301-757-5921	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Naval Systems, Inc. 21491 Great Mills Road Suite 100 Lexington Park MD 20653-1220		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		[X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4466-M805
CAGE CODE 3PWC2	FACILITY CODE	10B. DATED (SEE ITEM 13) 19-Jun-2011

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)  DIANA M. WALDORF, SENIOR CONTRACTS SPECIALIST		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Victoria S Thompson, Contracting Officer	
15B. CONTRACTOR/OFFEROR  /s/DIANA M. WALDORF (Signature of person authorized to sign)	15C. DATE SIGNED  23-Jul-2014	16B. UNITED STATES OF AMERICA  BY /s/Victoria S Thompson (Signature of Contracting Officer)	16C. DATE SIGNED  24-Jul-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. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to deobligate funding from SLINs 420002, 420003, 620003, and 620004 in the amounts shown below... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

Purchase Requisition #'s:  
1300362035-0003  
1300333105-0001

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$  by   
to

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420002	FMS			
420003	FMS			
620003	FMS			
620004	FMS			

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

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

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 1 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## 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
4000	R408	Base Period: Services in Accordance with Statement of Work(SOW) Paras. 3.1 and 3.2; Cost-Plus-Fixed-Fee (CPFF) . (Fund Type - TBD)	1.0	LO			
400001	R408	Funding in support of CLIN 4000 in the amount of \$ ACRN AA. FMS Case: CN-P-FAQ (FMS)					
400002	R408	Funding in support of CLIN 4000 in the amount of *ACRN AC. FMS Case: AT-P-LCH (FMS)					
400003	R408	Funding in support of CLIN 4000 in the amount of \$ ACRN AD. FMS Case: NZ-P-BAH (FMS)					
400004	R408	Funding in support of CLIN 4000 in the amount of . ACRN AE.FMS Case: PT-P-LDE (FMS)					
400005	R408	Funding in support of CLIN 4000 in the amount of *ACRN AF. FMS Case: SR-P-LCI. (FMS)					
400006	R408	Funding in support of CLIN 4000 in the amount of \$ ACRN AG. FMS Case: UT-K-BTW. (FMS)					
400007	R408	Funding in support of CLIN 4000 in the amount of . ACRN AH. FMS Case: CN-P-FAQ. (FMS)					
400008	R408	Funding in support of CLIN 4000 in the amount of : ACRN AJ. FMS Case: NO-P-BAF. (FMS)					
400009	R408	Funding in support of CLIN 4000 in the amount of *CRN AK. FMS Case: NZ-P-BAH. (FMS)					
400010	R408	Funding in support of CLIN 4000 in the amount of . ACRN AL.FMS Case: PT-P-LDE. (FMS)					
400011	R408	Funding in support of CLIN 4000 in the amount of .ACRN AM. FMS Case: SR-P-LCI. (FMS)					
400012	R408	Funding in support of CLIN 4000 in the amount of * ACRN AR.FMS Case: FMS ADMIN (FMS)					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 2 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	R408	Base Period: 10% Increased Capacity Servicesin accordance with Statement ofWork (SOW) Para 3.9; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
		Option					
4040	R408	Base Period: Technical Data inAccordance with Statement of Work(SOW) Para. 3.7; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
4050	R408	Base Period: OPSEC Data in Accordance with Statement of Work(SOW) Para. 3.8; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
4100	R408	Option Period I: Services in Accordance with Statement of Work(SOW) Paras. 3.1 and 3.2; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
410001	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN AS.FMS Case: CN-P-FAQ (FMS)					
410002	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN AT.FMS Case: GY-P-LHL (FMS)					
410003	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN AW.FMS Case: AT-P-GQQ (FMS)					
410004	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN AX. FMS Case: AT-P-GQQ (FMS)					
410005	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN AY. FMS Case: AT-P-GQQ (FMS)					
410006	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN AZ. FMS Case: AT-P-LCO (FMS)					
410007	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN BA. FMS Case: AT-P-LCO (FMS)					
410008	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN BB. FMS Case: CN-P-BBL (FMS)					
410009	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN BC. FMS Case: CN-P-BDL (FMS)					
410010	R408	Funding in support of CLIN 4100 in the amount of \$ . ACRN BD. FMS					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 3 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Case: CN-P-FAQ (FMS)					
410011	R408	Funding in support of CLIN 4100 in the amount of : \CRN BE. FMS Case: CN-P-FAQ (FMS)					
410012	R408	Funding in support of CLIN 4100 in the amount of \ACRN BF. FMS Case: CN-P-FAQ (FMS)					
410013	R408	Funding in support of CLIN 4100 in the amount of \ACRN BG. FMS Case: DE-P-LAN (FMS)					
410014	R408	Funding in support of CLIN 4100 in the amount of \ACRN BH. FMS Case: EN-P-LAI (FMS)					
410015	R408	Funding in support of CLIN 4100 in the amount of \ACRN BJ. FMS Case: EN-P-LAI (FMS)					
410016	R408	Funding in support of CLIN 4100 in the amount of \ACRN BK. FMS Case: GY-P-LHL (FMS)					
410017	R408	Funding in support of CLIN 4100 in the amount of \ACRN BL. FMS Case: GY-P-LHL (FMS)					
410018	R408	Funding in support of CLIN 4100 in the amount of \ACRN BM. FMS Case: GY-P-LHL (FMS)					
410019	R408	Funding in support of CLIN 4100 in the amount of \ACRN BM. FMS Case: GY-P-LHL (FMS)					
410020	R408	Funding in support of CLIN 4100 in the amount of : \CRN BP. FMS Case: HU-P-LAG (FMS)					
410021	R408	Funding in support of CLIN 4100 in the amount of \ACRN BQ. FMS Case: NE-P-BAJ (FMS)					
410022	R408	Funding in support of CLIN 4100 in the amount of \CRN BR. FMS Case: NE-P-BAJ (FMS)					
410023	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN BS. FMS Case: NE-P-BAH (FMS)					
410024	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN BT. FMS Case: NZ-P-BAH (FMS)					
410025	R408	Funding in support of CLIN 4100 in the amount of \CRN BU. FMS Case: NZ-P-BJO (FMS)					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 4 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410026	R408	Funding in support of CLIN 4100 in the amount of \$ ACRN BV. FMS Case: NZ-P-BJO (FMS)					
410027	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN BW. FMS Case: NZ-P-LAM (FMS)					
410028	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN BX. FMS Case: NZ-P-LAM (FMS)					
410029	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN BY. FMS Case: NZ-P-LAM (FMS)					
410030	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN BZ. FMS Case: NZ-P-LAM (FMS)					
410031	R408	Funding in support of CLIN 4100 in the amount of \$ ACRN CA. FMS Case: PT-P-LDE (FMS)					
410032	R408	Funding in support of CLIN 4100 in the amount of . ACRN CB. FMS Case: PT-P-LDE (FMS)					
410033	R408	Funding in support of CLIN 4100 in the amount of . ACRN CC. FMS Case: PT-P-LDE (FMS)					
410034	R408	Funding in support of CLIN 4100 in the amount of ACRN CD. FMS Case: PT-P-LDE (FMS)					
410035	R408	Funding in support of CLIN 4100 in the amount of ACRN CE. FMS Case: SR-P-LCI (FMS)					
410036	R408	Funding in support of CLIN 4100 in the amount of : !ACRN CF. FMS Case: UK-P-BTW (FMS)					
410037	R408	Funding in support of CLIN 4100 in the amount of : RN CG. FMS Case: UK-P-BTW (FMS)					
410038	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN CH. FMS Case: GY-P-LHL (FMS)					
410039	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN CJ. FMS Case: GY-P-LHL (FMS)					
410040	R408	Funding in support of CLIN 4100 in the amount of : \CRN CK. FMS Case: NO-P-BAF (FMS)					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 5 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410041	R408	Funding in support of CLIN 4100 in the amount of : ACRN CL. FMS Case: NO-P-BAF (FMS)					
410042	R408	Funding in support of CLIN 4100 in the amount of : ACRN CY.FMS Case: KU-P-SBF (FMS)					
410043	R408	Funding in support of CLIN 4100 in the amount of : ACRN DA. FMS Case: NE-P-BAJ (FMS)					
410044	R408	Funding in support of CLIN 4100 in the amount of : ACRN DB. FMS Case: UK-P-BTW. (FMS)					
410045	R408	Funding in support of CLIN 4100 in the amount of : ACRN DC.FMS Case: NZ-P-BJO. (FMS)					
410046	R408	Funding in support of CLIN 4100 in the amount of \$0. ACRN DD. FMS Case: NZ-P-LAM. (FMS)					
410047	R408	Funding in support of CLIN 4100 in the amount of : ACRN DF. FMS Case: AT-P-SCF. (FMS)					
410048	R408	Funding in support of CLIN 4100 in the amount of : ACRN DG. FMS Case: CN-P-BBL. (FMS)					
410049	R408	Funding in support of CLIN 4100 in the amount of : ACRN DH. FMS Case: CN-P-BDL (FMS)					
410050	R408	Funding in support of CLIN 4100 in the amount of : ACRN DJ. FMS Case: GY-P-LHL. (FMS)					
410051	R408	Funding in support of CLIN 4100 in the amount of : ACRN DK.FMS Case: NE-P-BAJ. (FMS)					
410052	R408	Funding in support of CLIN 4100 in the amount of : ACRN DL.FMS Case: PT-P-LDE. (FMS)					
410053	R408	Funding in support of CLIN 4100 in the amount of : ACRN DM.FMS Case: UK-P-BTW. (FMS)					
410054	R408	Funding in support of CLIN 4100 in the amount of : ACRN DN. FMS Case: UK-P-BTW. (FMS)					
410055	R408	Funding in support of CLIN 4100 in the amount of : ACRN DP.FMS Case: CN-P-LIO (FMS)					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 6 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4101	R408	Option Period I: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 3.9; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
		Option					
4140	R408	Option Period I: Technical Data in Accordance with Statement of Work (SOW) Para. 3.7; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
4200	R408	Option Period II: Services in Accordance with Statement of Work (SOW) Paras. 3.1 and 3.2; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
420001	R408	Funding in support of CLIN 4200 in the amount of : CRN AQ. FMS Case: SR-D-SAI (FMS)					
420002	R408	Funding in support of CLIN 4200 in the amount of : (FMS)					
420003	R408	Deobligated (FMS)					
420004	R408	Funding in support of CLIN 4200 in the amount of : FMS Case AT-P-GQQ (FMS)					
4201	R408	Option Period II: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 3.9; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
		Option					
4240	R408	Option Period II: Technical Data in Accordance with Statement of Work (SOW) Para. 3.7; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
4300	R408	Option Period III: Services in Accordance with Statement of Work (SOW) Paras. 3.1 and 3.2; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
430001	R408	Incremental funding in support of CLIN 4300 FMS Case AT-P-BRL (FMS)					
430002	R408	Incremental funding in support of CLIN 4300 FMS Case CN-P-BDL (FMS)					
430003	R408	Incremental funding in support of CLIN 4300 FMS Case DE-P-LAN (FMS)					
430004	R408	Incremental funding in support of CLIN 4300 FMS Case GY-P-LHL (FMS)					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 7 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430005	R408	Incremental funding in support of CLIN 4300 FMS Case NE-P-BAJ (FMS)					
430006	R408	Incremental funding in support of CLIN 4300 FMS Case NE-P-BAJ (FMS)					
430007	R408	Incremental funding in support of CLIN 4300 FMS Case NE-P-LHG (FMS)					
430008	R408	Incremental funding in support of CLIN 4300 (FMS)					
430009	R408	Incremental funding in support of CLIN 4300 FMS Case CI-P-SAD (FMS)					
430010	R408	Incremental funding in support of CLIN 4300 FMS Case AT-P-GQQ (FMS)					
4301	R408	Option Period III: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 3.9; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
		Option					
4340	R408	Option Period III: Technical Data in Accordance with Statement of Work (SOW) Para. 3.7; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base Period: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0. Cost Reimbursement (NoFee). (Fund Type - TBD)	1.0	LO	
600001	R408	Funding in support of CLIN 6000 in the amount of FMS Case: CN-P-FAQ (FMS)		ACRN AB.	
600002	R408	Funding in support of CLIN 6000 in the amount of \$0. ACRN AN. FMS Case: PT-P-LDE. (FMS)			
600003	R408	Funding in support of CLIN 6000 in the amount of \$0 ACRNAP. FMS Case: SR-P-LCI. (FMS)			
600004	R408	Funding in support of CLIN 6000 in the amount of \$0. ACRN AQ. FMS Case: UK-P-BTW. (FMS)			
600005	R408	Funding in support of CLIN 6000 in the amount of FMS Case: FMS ADMIN. (FMS)		RN AR.	
6001	R408	Base Period: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para 3.9; Cost Reimbursement (NoFee). (Fund Type - TBD)	1.0	LO	
		Option			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 8 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	R408	Option Period I: Other Direct Costs in Accordance with Statement of Work(SOW) Para. 4.0. Cost Reimbursement (NoFee). (Fund Type - TBD)	1.0	LO	
610001	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRN. FMS Case: CN-P-FAQ (FMS)		AU.	
610002	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRN. FMS Case: GY-P-LHL (FMS)		AV.	
610003	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCM. FMS Case: AT-P-LCO (FMS)			
610004	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRN. FMS Case: CN-P-FAQ (FMS)		CN.	
610005	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCP. FMS Case: NE-P-BAJ (FMS)			
610006	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCQ. FMS Case: NZ-P-BAH (FMS)			
610007	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCR. FMS Case: NZ-P-BJO (FMS)			
610008	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCS. FMS Case: NZ-P-LAM (FMS)			
610009	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCT. FMS Case: PT-P-LDE (FMS)			
610010	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCTU. FMS Case: UK-P-BTW (FMS)		CU.	
610011	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCTV. FMS Case: UK-P-BTW (FMS)			
610012	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCW. FMS Case: GY-P-LHL (FMS)			
610013	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCX. FMS Case: NO-P-BAF (FMS)			
610014	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNCZ. FMS Case: KU-P-SBF (FMS)			
610015	R408	Funding in support of CLIN 6100 in the amount of \$0 ACRNDE. FMS Case: SR-P-LCI (FMS)			
6101	R408	Option Period I: 10% Increased Capacity ODCs in accordance with Statement of Work(SOW) Para 3.9; Cost Reimbursement (NoFee). (Fund Type - TBD)	1.0	LO	
		Option			
6200	R408	Option Period II:Other Direct Costs in Accordance with Statement of Work(SOW) Para. 4.0. Cost Reimbursement (NoFee). (Fund Type - TBD)	1.0	LO	
620001	R408	Funding in support of CLIN 6200 in the amount of \$0 Case # SR-D-SAI (FMS)			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 9 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620002	R408	Funding in support of CLIN 6200 in the amount of ' AT-P-GQQ (FMS)		Case #	
620003	R408	Funding in support of CLIN 6200 in the amount of : # AT-P-GQQ (FMS)		B. Case	
620004	R408	Deobligated (FMS)			
6201	R408	Option Period II:10% Increased Capacity ODCs in accordance with Statement of Work(SOW) Para 3.9; Cost Reimbursement (NoFee). (Fund Type - TBD)	1.0	LO	
		Option			
6300	R408	Option Period III: Other DirectCosts in Accordance with Statement of Work(SOW) Para. 4.0. Cost Reimbursement (NoFee). (Fund Type - TBD)	1.0	LO	
630001	R408	Incremental funding in support of CLIN 6300 FMS Case GY-P-LHL (FMS)			
630002	R408	Incremental funding in support of CLIN 6300 FMS Case CI-P-SAD (FMS)			
630003	R408	Incremental funding in support of CLIN 6300 FMS Case AT-P-GQQ (FMS)			
630004	R408	Incremental funding in support of CLIN 6300 FMS Case SR-P-LCM (FMS)			
630005	R408	Incremental funding in support of CLIN 6300 FMS Case AT-P-GQQ (FMS)			
6301	R408	Option Period III: 10% Increased Capacity ODCs in accordance with Statement of Work(SOW) Para 3.9; Cost Reimbursement (NoFee). (Fund Type - TBD)	1.0	LO	
		Option			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	Option Period IV:Services in Accordance with Statement of Work(SOW) Paras. 3.1 and 3.2; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
		Option					
7001	R408	Option Period IV:10% Increased Capacity Servicesin accordance with Statement ofWork (SOW) Para 3.9; Cost-Plus- Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
		Option					
7040	R408	Option Period IV:Technical Data inAccordance with Statement of Work(SOW) Para. 3.7; Not Separately Priced (NSP).	1.0	LO	\$0.00	\$0.00	\$0.00

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 10 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(Fund Type - TBD)					
		Option					
7100	R408	Option Period V: Services in Accordance with Statement of Work(SOW) Paras. 3.1 and 3.2; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
		Option					
7101	R408	Option Period V: 10% Increased Capacity Servicesin accordance with Statement ofWork (SOW) Para 3.9; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO			
		Option					
7140	R408	Option Period V: Technical Data inAccordance with Statement of Work(SOW) Para. 3.7; Not Separately Priced (NSP) . (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Option Period IV:Other Direct Costs in Accordance with Statement of Work(SOW) Para. 4.0. Cost Reimbursement (NoFee) . (Fund Type - TBD)	1.0	LO	
		Option			
9001	R408	Option Period IV:10% Increased Capacity ODCs in accordance with Statement of Work(SOW) Para 3.9; Cost Reimbursement (NoFee) . (Fund Type - TBD)	1.0	LO	
		Option			
9100	R408	Option Period V: Other Direct Costs in Accordance with Statement of Work(SOW) Para. 4.0. Cost Reimbursement (NoFee) . (Fund Type - TBD)	1.0	LO	
		Option			
9101	R408	Option Period V: 10% Increased Capacity ODCs in accordance with Statement of Work(SOW) Para 3.9; Cost Reimbursement (NoFee) . (Fund Type - TBD)	1.0	LO	
		Option			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 11 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4000-4001, 4100-4101, 4200-4201, 4300-4301, 7000-7001, and 7100-7101 - The Contractor shall provide supplies and services in accordance with the Section C Statement of Work for Services to support NAVAIR PMA-209 Foreign Military Sales.

Items 6000-6001, 6100-6101, 6200-6201, 6300-6301, 9000-9001, and 9100-9101 - The Contractor shall provide material, travel, and NMCI in accordance with paragraph 4.0 below.

Items 4040, 4140, 4240, 4340, 7040, and 7140 - The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and paragraph 3.6 below.

Item 4050 - The data to be furnished hereunder shall be in accordance with Exhibit (B), DD Form 1423, Contract Data Requirements List (CDRL) and paragraph 3.7 below.

### Performance-Based Statement of Work (SOW)

#### Support Services to the PMA-209 NAVAIR Foreign Military Sales (FMS) Team

#### 1.0 Introduction – Foreign Military Sales Team (FMS)

The FMS IPT provides case, engineering, financial, logistics and program management support for Foreign Military Sales (FMS) programs from initial inquires to final case reconciliation and closure. The level of management depends on whether the FMS Case is assigned to another Navy PM activity or another Service. The level of effort depends on whether the FMS program involves a drop shipment, hybrid case (direct commercial sale mixed with FMS), technical assistance to support integration or technical and program management assistance for procurement, installation and/or integration. FMS programs may involve US, as well as foreign manufactured ships, aircraft, submarines, Unmanned Air Vehicles, ground vehicles and ground stations. FMS case management includes all aspects of FMS from pre-Letter of Requests for information to final case closure. FMS requests may be for procurement and support of managed avionics systems, other DOD agency managed systems, out of production systems and/or commercially available equipment. FMS requests also involve developing and supporting engineering change proposals to the systems, software development, configuration management, life cycle logistics and engineering support for procured systems.

#### 2.0 Scope.

This is a Performance-Based, Cost-Plus-Fixed-Fee (CPFF) task order providing support to the full range of FMS cases and programs managed by the FMS IPT. The effort to be provided to this IPT is outlined below and aligned by CLIN for tracking and billing purposes. Specific to FMS, the scope of this effort includes case, engineering, financial, logistics and program management support for successful International Fleet mission executions.

#### 3.0 Requirements.

The Statement of Work for this task order is laid out in paragraph format in CLIN order to facilitate tracking and task identification. Miscellaneous related support tasks, documentation and products should be provided in accordance with the Statement of Work.

#### 3.1 FMS Funding (Cost-Plus-Fixed-Fee) (Items 4000, 4100, 4200, 4300, 7000, and 7100)

The Contractor shall, on an ongoing basis, provide the following:

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 12 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) Perform data collection and analyses of FMS management procedures. Collect and analyze data pertinent to FMS fiscal procedures and patterns of performance. Collect, compile and analyze project, and cost data for FMS procurements and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

(b) Perform technical and program management services to support FMS Team managed programs. Contribute to the development, maintenance and update of Program related procurement, system development, and life cycle documents.

(c) Technical services shall be provided to ensure inclusion of FMS requirements relating to managed avionics systems reliability, maintainability, supportability, and availability. Services are, as required, for the specific system or initiative, to provide continuing design engineering support and attend design reviews and similar forums to ensure inclusion of system design requirements throughout the procurement process.

(d) When requested by FMS customers, perform programmatic technical and analytical services to assist with definition of the functional and operator/system interface requirements and specifications for new or modified systems and equipment. As required by the specific avionics system, these services may include a platform analysis and documentation of the requirements for installation, integration and operation of the system within the host platform(s).

(e) Provide programmatic technical assistance to maintain appropriate system software and documentation libraries and to facilitate retrieval. Maintain an automated record of library or database contents reflecting delivered hardware and software versions. Provide technical support to maintain the configuration of systems under development, including both hardware and software configurations.

(f) Support tracking software trouble reports for fielded systems. Analyze Software Trouble Reports (STRs) and resulting technical impacts and review proposed and final fixes.

(g) When required, coordinate with other IPTLs on program support analyses of specified weapon system/subsystem and assess the principal factors impacting the supportability of the system. Quantify the scope and nature of the support required to meet specific operational mission requirements for the customer. Respond to inquiries as necessary to address: (1) Maintenance Planning (2) Technical Data (3) Supply Support (4) Computer Resources (5) Facilities (6) Support and Test Equipment (7) Manpower and Personnel (8) Training and Training Systems, (9) Design Interface and (10) Configuration Management. Assess program planning/management data and documentation to identify supportability problem areas. Recommend methodologies to evaluate the impact of program shortfalls, recommend corrective actions to alleviate support problems.

(h) Assist with development, review, analysis and update of program documentation in response to customer inquiries. Provide recommendations for preparation of Statements of Work (SOW), Statements of Objective (SOO) and Performance Based Supportability Specifications meeting customer requirements.

(i) Provide technical management support in the preparation, coordination, operation, and post evaluation of all program, case initiation and management meetings and reviews. Prepare conference agenda and follow-up minutes documenting results of the meetings and any action items identified.

(j) Perform programmatic support services to include, but not limited to, review and analysis of financial data and products from Information Warehouse, Management Information System International Logistics (MISIL), Defense International Finance System (DIFS) and loading FMS case information data into Defense Security Assistance Management System (DSAMS). Collect, compile and analyze projects, and cost data for FMS aircraft engineering, financial and logistics support for incorporation into team work plans, data calls, and supporting financial documentation. Provide support of Procurement Initiation Documents including status tracking, management procurement schedules, and support documentation.

(k) Provide analysis of mission program requirements; provide technical and acquisition management, engineering, technical, and analytical services for various Outreach efforts to domestic (e.g., other services, PMAs and DOD agencies) and international customers.

(l) Perform program management, system engineering, logistical support and business case analyses of avionics system reliability and obsolescence upgrades. Conduct quantitative and qualitative methodologies to evaluate the impact of system upgrades. Assess and identify the principal factors impacting the implementation of system

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 13 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

upgrades. Recommend actions to correct/alleviate identified system design shortfalls. Assess and recommend improvements to analysis processes.

(m) Provide support of the risk management process for programs specified by the IPTL. This includes identifying problems directly contributing to a risk area and recommending mitigation strategies. Conduct trade studies or prepare technical papers to address program requirements, risks, issues, or plans affecting FMS programs.

(n) Provide programmatic and technical services to assist in the resolution of data calls, fleet operational issues, and FMS customer acquisition and support concerns. Support user conferences, technical reviews and program management meetings. Contribute to and develop training documentation and provide user training as required. Provide systems engineering, test support, and logistic support, including maintaining warranty and repair of repairable data files and induction into the repair chain.

(o) Provide record/files maintenance, prepare briefings, host/conduct meetings to support in the development and management of the PMA-209 FMS program.

(p) Analyze pre-FMS requirements (e.g., requests for information etc.), planning and assessments based on pre-defined planning assumptions for prospective FMS programs. Provide recommendations for Integrated Logistics Planning alternatives and courses of actions to satisfy country requirements. Provide coordination and preparation of draft responses to all Letter of Request (LOR) received by PMA-209 or LORs received by platform PMAs for products under the cognizance of PMA-209. Maintain electronic and paper files of all databases of FMS requests and responses.

(q) Provide research and preparation of draft Pricing and Availability (P&A) responses for PMA-209 products in order to make timely responses to the International Program Office (IPO). Coordinate with the Navy, Air Force and Army Program Offices as required to ensure the FMS customer's need for information is satisfied. Assess prospective FMS customer's requirements and provide recommendations for developing P&A and LOA data for FMS purposes. Review prospective FMS country requests for data and recommend alternatives with substantive data to satisfy country inquiries.

(r) Provide coordination and assistance in the development of the Procurement Initiation Document (PID) and Statements of Work (SOW) to meet Letter of Offer and Acceptance requirements for new procurements and for modifications to existing contracts and programs. Monitor and provide updates to all concerned parties on the status of outstanding requests.

(s) Provide coordination of requests for Foreign Disclosure and export licensing with appropriate agencies (e.g., National Security Agency (NSA), (Global Position System / Joint Program Office) GPS/JPO and AIR-7.4). Provide liaison with Service specific International Program Offices, FMS customers and Original Equipment Manufacturers (OEM)s to facilitate timely completion of all requests. Maintain data file for all policies and incorporate policy changes into IPT processes, procedures and practices.

(t) Provide management support of executed FMS cases including financial management, logistics, acquisition, supply, transportation, maintenance, training, case management, oversight, coordination, case documentation, case amendment or modification case reconciliation, case reporting, etc. Coordinate with OEMs, FMS customers and various PMAs and AIR Codes to ensure timely resolution of problems and maximize customer's satisfaction with products and processes.

(u) Provide support at air-shows, exhibitions, seminars and meetings to present demonstrations and information concerning PMA-209 products and availability to FMS customers.

(v) Perform system engineering analyses of avionics system reliability and obsolescence upgrades. Conduct quantitative and qualitative methodologies to evaluate the impact of system upgrades. Assess and identify the principal factors impacting the implementation of system upgrades. Recommend actions to correct/alleviate identified system design shortfalls. Assess and recommend improvements to analysis processes.

(w) Provide technical services to assist in the resolution of data calls, fleet operational issues, and FMS customer acquisition and support concerns. Support user conferences, technical reviews and program management meetings. Contribute to and develop training documentation and provide user training as required. Provide systems engineering support, including maintaining warranty and repair of repairable data files and induction into the repair chain, and testing support.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 14 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(x) Analyze pre-FMS requirements (e.g., requests for information etc.), planning and assessments based on pre-defined planning assumptions for prospective FMS programs. Provide technical coordination and preparation of draft responses to all Letter of Request (LOR) received by PMA-209 or LORs received by platform PMAs for products under the cognizance of PMA-209.

### 3.2 Other Customer Funds (OCF) (Cost-Plus-Fixed-Fee) (Items 4000, 4100, 4200, 4300, 7000, and 7100)

#### 3.2.1 Procurement

The contractor shall, on an on-going basis, provide the following:

(a) Perform data collection and analyses FMS management procedures. Collect and analyze data pertinent to FMS fiscal procedures and patterns of performance. Provide acquisition support services, to include financial analyses of actual costs for production aircraft integration efforts, logistics support strategies, and training requirements against fiscal/funding constraints. Collect, compile, and analyze project and cost data FMS acquisition, production engineering, and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

(b) Perform technical and acquisition management services to support the acquisition of FMS Team-managed systems. Contribute to the development, maintenance, and update of Program-related acquisition, production, and life cycle documents.

(c) Provide programmatic technical assistance to maintain appropriate system software and documentation libraries and, to facilitate retrieval, maintain an automated record of library contents. Provide technical assistance to maintain the configuration of systems under development, including system configurations, as required.

(d) Perform programmatic support services, to include analysis of cost data and current burn rates against fiscal/funding constraints. Collect, compile, and analyze project and cost data for FMS aircraft engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation. Provide support of Procurement Initiation Documents, including status tracking, management of procurement schedules, and support documentation.

(e) Provide analysis of mission program requirements and provide technical, acquisition management, engineering, and analytical services for various OUTREACH efforts to the Fleet (Type Commanders, TYCOM), Operational Advisory Group (OAG), Users Conference, etc.), to other NAVAIR PMs, to other Systems Commands (SYSCOMS), and to Joint Services for existing and arising products and capabilities. Provide technical demonstration and acquisition support services to FMS developmental programs. Provide support to the generation of the Core Avionics Master Plan (CAMP), Platform Capability Roadmaps, and FMS Roadmaps to document and plan for future avionics capabilities.

(f) Provide support of the risk management process. This includes identifying problems that directly contribute to a risk area and recommending mitigation strategies. Conduct trade studies or prepare technical papers to address program requirements, risks, issues, or plans.

(g) Provide programmatic and technical services to assist in the resolution of data calls, fleet operational issues, and platform PMA acquisition and support concerns. Support user conferences, technical reviews, and technical and program management meetings.

(h) Provide coordination and assistance in the development of Procurement Initiation Documents (PID) and Statements of Work (SOW) to meet LOA requirements for new procurements and for modifications to existing contracts and programs. Monitor and provide updates to all concerned parties on the status of outstanding requests.

(i) Assist in management and execution of OUTREACH efforts to include, but not limited to, Customer Briefs, Naval Aviation Requirements Group (NARG) process, (Commonality Opportunities Review Process (CORP), CAMP, Science and Technology (S&T), Program Objective Memorandum/Program of Record (POM/PR) process, Demonstration events, and administrative tasks, as required.

#### 3.2.2 RDT&E

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 15 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The contractor shall, on an on-going basis, provide the following:

- (a) Perform data collection and evaluate of FMS management procedures. Collect and evaluate data pertinent to FMS fiscal procedures and patterns of performance. Provide acquisition support services, to include financial investigation of actual costs for production aircraft integration efforts, logistics support strategies, and training requirements against fiscal/funding constraints. Collect, compile, and validate project and cost data for FMS acquisition, production engineering, and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.
- (b) Perform technical and acquisition services to support the acquisition of FMS Team-managed systems. Contribute to the development, investigation, and update of Program-related acquisition, production, and life cycle documents.
- (c) Provide programmatic technical assistance to investigate appropriate system software and documentation libraries and, to facilitate retrieval, from an automated record of library contents. Provide technical assistance to establish the configuration of systems under development, including system configurations, as required.
- (d) Assist with the development, review, analysis, and validation of program documentation, as required. Provide recommendations for the preparation of supportability Statements of Work (SOW), Statements of Objective (SOO), and Performance-Based Supportability Specifications for new and established programs.
- (e) Perform programmatic support services, to include validation of cost data and current burn rates against fiscal/funding constraints. Collect, compile, and validate project and cost data for FMS aircraft engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation. Provide support of Procurement Initiation Documents, including status tracking, of procurement schedules, and support documentation.
- (f) Provide validation of mission program requirements and provide technical, acquisition management, engineering, and analytical services for various OUTREACH efforts to the Fleet (TYCOM, OAG, Users Conference, etc.), to other NAVAIR PMs, to other SYSCOMS, and to Joint Services for existing and arising products and capabilities. Provide technical demonstration and acquisition support services to FMS developmental programs. Provide support to the generation of the Core Avionics Master Plan (CAMP), Platform Capability Roadmaps, and FMS Roadmaps to document and plan for future avionics capabilities.
- (g) Provide support of the risk management process. This includes identifying problems that directly contribute to a risk area and recommending mitigation strategies. Conduct trade studies or prepare technical papers to address program requirements, risks, issues, or plans.
- (h) Provide programmatic and technical services to assist in the resolution of data calls, fleet operational issues, and platform PMA acquisition and support concerns. Support user conferences, technical reviews, and technical and program management meetings.
- (i) Provide coordination and assistance in the development of Procurement Initiation Documents (PID) and Statements of Work (SOW) to meet LOA requirements for new procurements and for modifications to existing contracts and programs. Provide updates to all concerned parties on the status of outstanding requests.
- (j) Assist in management and execution of OUTREACH efforts to include, but not limited to, Customer Briefs, NARG process, CORP, CAMP, S&T, POM/PR process, Demonstration events, and administrative tasks, as required.

### 3.2.3 O&M

The contractor shall, on an on-going basis, provide the following:

- (a) Perform data collection and maintenance of FMS management procedures. Collect and analyze data pertinent to FMS fiscal procedures and patterns of performance. Provide acquisition support services, to include financial maintenance of actual costs for production aircraft integration efforts, logistics support strategies, and training requirements against fiscal/funding constraints. Collect, compile, and maintain project and cost data for FMS acquisition, production engineering, and logistics support for incorporation into team work plans, data calls, and

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 16 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

supporting financial documentation.

- (b) Perform technical and acquisition services to support the acquisition of FMS Team-managed systems. Contribute to the maintenance and update of Program-related production, and life cycle documents.
- (c) Provide programmatic technical assistance to maintain appropriate system software and documentation libraries and, to facilitate retrieval, maintain an automated record of library contents. Provide technical assistance to maintain the configuration of systems under development, including system configurations, as required.
- (d) Perform programmatic support services, to include maintenance of cost data and current burn rates against fiscal/funding constraints. Collect, compile, and project and cost data for FMS aircraft engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation. Provide support of Procurement Initiation Documents, including status tracking, of procurement schedules, and support documentation.
- (e) Provide maintenance of mission program requirements and provide technical, engineering, and analytical services for various OUTREACH efforts to the Fleet (TYCOM, OAG, Users Conference, etc.), to other NAVAIR PMs, to other SYSCOMS, and to Joint Services for existing and arising products and capabilities. Provide technical demonstration and acquisition support services to FMS developmental programs. Provide support to the generation of the Core Avionics Master Plan (CAMP), Platform Capability Roadmaps, and FMS Roadmaps to document and plan for future avionics capabilities.
- (f) Provide support of the risk process. This includes identifying problems that directly contribute to a risk area and recommending mitigation strategies. Conduct trade studies or prepare technical papers to address program requirements, risks, issues, or plans.
- (g) Provide programmatic and technical services to assist in the resolution of data calls, fleet operational issues, and platform PMA acquisition and support concerns. Support user conferences, technical reviews, and technical and program management meetings.
- (h) Assist in execution of OUTREACH efforts to include, but not limited to, Customer Briefs, NARG process, CORP, CAMP, S&T, POM/PR process, Demonstration events, and administrative tasks, as required.

### **3.3 Reserved**

### **3.4 Reserved**

### **3.5 Reserved**

### **3.7 Technical Data (Not Separately Priced) (Items 4040, 4140, 4240, 4340, 7040, and 7140)**

All product deliverables and supporting documentation, reports and required data tasks in this Statement of Work shall be delivered in accordance with attached CDRLs. CDRLs consists of a monthly Contractor's Progress, Status and Management Report (CDRL A001) and a Monthly Funds and Man-Hour Expenditure Report (CDRL A002).

### **3.8 Operations Security Program (OPSEC) (Not Separately Priced) (Item 4050)**

An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL B001. Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level noted in Attachment J2, DD254. The contractor shall ensure that any new employees, prior to their starting on the tasking, have and maintain a minimum of Department

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 17 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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. All employees performing under this task order are required to have a minimum of a SECRET clearance within 30 days after task order award.

### **3.9      Increased Capacity**

**3.9.1   Increased Capacity for Labor (Items 4001, 4101, 4201, 4301, 7001, and 7101):** These Option CLINs are provided to address an increase to the current estimated ceiling. Increased Capacity Labor support will include the tasking as shown in paragraphs 3.1 and 3.2 and applicable subparagraphs. Increased capacity is subject to the guidance of clause H-1 of this task order.

**3.9.2   Increased Capacity for ODCs (Items 6001, 6101, 6201, 6301, 9001, and 9101):** These Option CLINs are provided to address an increase to the current estimated ceiling. Increased Capacity ODC support will include the tasking as shown in paragraph 4.0. Increased capacity is subject to the guidance of clause H-1 of this task order.

### **4.0      Other Direct Costs (Items 6000, 6100, 6200, 6300, 9000, and 9100)**

Other Direct Costs (ODCs) are based on a per annum not-to-exceed amount. Approval shall be obtained from the Task Order Manager (TOM) prior to the purchase of any material or travel expenses. All material purchased by the Contractor under this item become the property of the Federal Government. Costs associated with travel and lodging shall be reimbursed in accordance with the Joint Travel Regulations (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 Project Manager for each individual task and the TOM.

Other Direct Costs 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." Other Direct Costs may include General and Administrative (G&A) expenses, but shall not include profit.

Any material remaining after completion of the contract, the cost of which has been reimbursed by the Government, will remain Government property and disposition instructions will be sought from the Procuring Contracting Officer (PCO).

Contractor personnel for contract performance may require the use of and/or access to Department of Navy Information Technology (IT) Resources. NMCI may include General and Administrative (G&A) expenses, but shall not include profit/fee. All NMCI shall be reimbursed in accordance with NAVSEA Clause H.3 5252.237-9503, "Ordering Procedures for Navy Marine Corps Intranet (NMCI) Services." In the event that NMCI is replaced by another DON IT System, the contractor shall be responsible for its complete implementation and ensure compliance with all NAVAIR guidelines.

### **5.0      Reserved**

### **6.0      Reserved**

### **7.0      Place of Performance:**

The services to be performed herein shall be performed at NAS Patuxent River MD and Contractor Facilities.

### **8.0      Utilities**

Support program and data management via use of NERP, NMCI, E-Power, MS Office products, and other program office software utilities.

### **9.0      Non-Disclosure Agreements**

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 18 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

In the performance of the task order, 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 Task Order 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 not 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 task order only for other than 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 a commercial interest in the subject matter of any proposed or on-going agreement with respect to the services to be performed under this order, the Contractor shall consider such interest a potential conflict of interest under NAVAIR 5252.209-9510(g) and promptly disclose it to the Contracting Officer.

#### **10.0 Identification Badges**

The Contractor shall furnish all requested information required to facilitate issuance of identification badges, as required, 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 Common Access Cards (CAC), are returned in accordance with NASPAXRIV Instruction 5510.15.

#### **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 Standards of Quality and Timeliness**

The work here shall be performance-based. See Attachment (J5), Quality Assurance Surveillance Plan, for additional information.

#### **13.0 Reserved**

#### **14.0 Acronym List**

PBSOW: Performance-Based Statement of Work

FMS: Foreign Military Sales

PM: Program Management

US: United States

DOD: Department of Defense

CPFF: Cost-Plus-Fixed-Fee

CLIN: Contract Line Item Number

STR: Software Trouble Reports

IPTL: Integrated Product Team Lead

DIFS: Defense International Finance System

DSAMS: Defense Security Assistance Management System

LOR: Letter of Requirements

IPO: International Program Office

LOA: Line of Accounting

PID: Procurement Initiation Document

NSA: National Security Agency

P&A: Pricing and Availability

GPS/JPO: Global Position System / Joint Program Office

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 19 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

OEM: Original Equipment Manufacturers

TYCOM: Type Commanders

OAG: Operational Advisory Group

SYSCOMMS: System Commands

CAMP: Core Avionics Master Plan

ODC: Other Direct Costs

TOM: Task Order Manager

JTR: Joint Travel Regulations

G&A: General and Administrative

PCO: Procurement Contracting Officer

NAC: National Agency Check

OPSEC: Operation Security

CDRL: Contract Data Requirements List

S&T: Science and Technology

PR: Procurement Request

POM: Program Objectives Memorandum

NARG: Naval Aviation Requirements Group

CAC: Common Access Card

NERP: Navy Enterprise Resource Planning

NMCI: Navy Marine Corps Intranet

DFARS: Defense Federal Acquisition Regulation Supplement

NAVAIR: Naval Air Systems Command

IT: Information Technology

DON: Department of the Navy

NASPAXRIV: Naval Air Station Patuxent River

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

#### **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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 20 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Government Sponsor for contractor employees requiring IT access, the PCO 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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 21 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

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

Items 4000-4001, 4100-4101, 4200-4201, 4300-4301, 7000-7001, and 7100-7101 - Packaging and marking are not applicable to these items.

Items 6000-6001, 6100-6101, 6200-6201, 6300-6301, 9000-9001, and 9100-9101 - Packaging and marking shall be in accordance with best commercial practice.

Items 4040, 4140, 4240, 4340, 7040, and 7140 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

Item 4050 - The data to be furnished hereunder shall be in accordance with Exhibit (B), DD Form 1423, Contract Data Requirements List (CDRL).

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 22 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

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

Items 4000-4001, 4100-4101, 4200-4201, 4300-4301, 6000-6001, 6100-6101, 6200-6201, 6300-6301, 7000-7001, 7100-7101, 9000-9001, and 9100-9101 - Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment J5, Quality Assurance Surveillance Plan (QASP).

Items 4040, 4140, 4240, 4340, 7040, and 7140 - Inspection and acceptance shall occur upon acceptance of all Exhibit (A) DD Form 1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

Item 4050 - Inspection and acceptance shall be in accordance with Exhibit (B) DD Form 1423 CDRL. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4040	Destination	Government	Destination	Government
4050	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4140	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4240	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4301	Destination	Government	Destination	Government
4340	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6101	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 23 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6201	Destination	Government	Destination	Government
6300	Destination	Government	Destination	Government
6301	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7040	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7140	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9101	Destination	Government	Destination	Government

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 24 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/19/2011 - 11/30/2011
4040	6/19/2011 - 11/30/2011
4050	6/19/2011 - 11/30/2011
4100	12/1/2011 - 11/30/2012
4140	12/1/2011 - 11/30/2012
4200	12/1/2012 - 11/30/2013
4240	12/1/2012 - 11/30/2013
4300	12/1/2013 - 11/30/2014
4340	12/1/2013 - 11/30/2014
6000	6/19/2011 - 11/30/2011
6100	12/1/2011 - 11/30/2012
6200	12/1/2012 - 11/30/2013
6300	12/1/2013 - 11/30/2014

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

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

4000	6/19/2011 - 11/30/2011
4040	6/19/2011 - 11/30/2011
4050	6/19/2011 - 11/30/2011
4100	12/1/2011 - 11/30/2012
4140	12/1/2011 - 11/30/2012
4200	12/1/2012 - 11/30/2013
4240	12/1/2012 - 11/30/2013
4300	12/1/2013 - 11/30/2014
4340	12/1/2013 - 11/30/2014
6000	6/19/2011 - 11/30/2011
6100	12/1/2011 - 11/30/2012
6200	12/1/2012 - 11/30/2013
6300	12/1/2013 - 11/30/2014

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

4001	6/19/2011 - 11/30/2011
4101	12/1/2011 - 11/30/2012

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	25 of 51	

4201	12/1/2012 - 11/30/2013
4301	12/1/2013 - 11/30/2014
6001	6/19/2011 - 11/30/2011
6101	12/1/2011 - 11/30/2012
6201	12/1/2012 - 11/30/2013
6301	12/1/2013 - 11/30/2014
7000	12/1/2014 - 11/30/2015
7001	12/1/2014 - 11/30/2015
7040	12/1/2014 - 11/30/2015
7100	12/1/2015 - 6/18/2016
7101	12/1/2015 - 6/18/2016
7140	12/1/2015 - 6/18/2016
9000	12/1/2014 - 11/30/2015
9001	12/1/2014 - 11/30/2015
9100	12/1/2015 - 6/18/2016
9101	12/1/2015 - 6/18/2016

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

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

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

(1) PCO, Naval Air Systems Command (AIR 2.5.1.8.)  
21983 Bundy Road, Bldg 441  
Patuxent River, MD 20670-1547

(2) ACO: Refer to Block 24 of the Basic contract.

(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:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	26 of 51	

Program Office: PMA-209  
Naval Air Systems Command  
47123 Buse Road, Building 2272  
Patuxent River, MD 20670-1547  
Task Order Manager: James D. Lumpkins  
Phone: (301) 757-6710

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 27 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

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

### SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be        \*total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately        \*ours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Task Order Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

- (h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 28 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.\*

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

\*NOTE: The Contracting Officer referred to in paragraph (j) is the Task Order Contracting Officer.

#### **HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)(NAVSEA)(MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive fee type contracts., "base fee" in cost-plus-award-fee type contracts, "fixed-fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to 'percent ( ) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 29 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

\* SEE ATTACHMENT J4, TASK ORDER CEILING SPREADSHEET.

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINS [\_\_\_\_\_] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

#### FUNDING PROFILE

It is estimated that these incremental funds will provide for 69,947 hours. The following details funding to date:

\* SEE ATTACHMENT J4, TASK ORDER CEILING SPREADSHEET.

(End of Clause)

#### 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.

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

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	30 of 51	

Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/contentlyview/full/35211>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

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

Type of Document (contracting officer check all that apply):

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

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

Issue DODAAC: N00421

Admin DODAAC: S2101A

Pay Office DODAAC: HQ0338

Inspector DODAAC: N00019

Service Acceptor DODAAC:

Service Approver DODAAC:

Ship To DODAAC: N00019

DCAA Auditor DODAAC: HAA391

LPO DODAAC:

Inspection Location: N00019

Acceptance Location: N00019

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 31 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: [james.lumpkins@navy.mil](mailto:james.lumpkins@navy.mil)

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

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

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

(End of Text)

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

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

James D. Lumpkins  
 47123 Buse Road, Building 2272  
 Patuxent River, MD 20670  
 E-mail: [james.lumpkins@navy.mil](mailto:james.lumpkins@navy.mil)  
 Phone: (301) 757-6710

(b) The TOM is responsible for those specific functions assigned in the Task Order Manager appointment letter (Attachment J3) and the Quality Assurance Surveillance Plan (Attachment J5).

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

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

#### **Accounting Data**

SLINID	PR Number	Amount
400001	1300163288-0002	
LLA :		
AA	97-11X8242 2886 000 74862 0 065916 2D PCN044 028560450FAQ	
CIN:	130016328800004	
600001	1300163288-0002	1
LLA :		
AB	97-11X8242 2886 000 74862 0 065916 2D PCN044 028560460FAQ	
CIN:	130016328800005	

#### **BASE Funding Cumulative Funding**

MOD 01

400002	1300163288-0003
LLA :	

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 32 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AC 97-11X8242 2884 000 74842 0 065916 2D PAT544 502980120LCH  
 CIN: 130016328800006

400003 1300163288-0003 4

LLA :

AD 97-11X8242 2885 000 74852 0 065916 2D PNZ044 116280010BAH  
 CIN: 130016328800007

400004 1300163288-0003

LLA :

AE 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060790LDE  
 CIN: 130016328800008

400005 1300163288-0003

LLA :

AF 97-11X8242 2855 000 74552 0 065916 2D PSRX44 008880080LCI  
 CIN: 130016328800009

400006 1300163288-0003

LLA :

AG 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080040BTW  
 CIN: 130016328800010

400007 1300163288-0003

LLA :

AH 97-11X8242 2886 000 74862 0 065916 2D PCN044 028560470FAQ  
 CIN: 130016328800011

400008 1300163288-0003

LLA :

AJ 97-11X8242 2819 000 74162 0 065916 2D PNOX44 113680010BAF  
 CIN: 130016328800012

400009 1300163288-0003

LLA :

AK 97-11X8242 2885 000 74852 0 065916 2D PNZ044 116280020BAH  
 CIN: 130016328800013

400010 1300163288-0003

LLA :

AL 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060800LDE  
 CIN: 130016328800014

400011 1300163288-0003

LLA :

AM 97-11X8242 2855 000 74552 0 065916 2D PSRX44 008880090LCI  
 CIN: 130016328800015

600002 1300163288-0003

LLA :

AN 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060810LDE  
 CIN: 130016328800016

600003 1300163288-0003

LLA :

AP 97-11X8242 2855 000 74552 0 065916 2D PSRX44 008880100LCI  
 CIN: 130016328800017

600004 1300163288-0003

LLA :

AQ 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080050BTW  
 CIN: 130016328800018

MOD 01 Funding &  
 Cumulative Funding

MOD 02 Funding 0.00  
 Cumulative Funding

MOD 03

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	33 of 51	

400012 1300163288-0004  
 LLA :  
 AR 97-11X8242 PRL4 251 00019 0 050120 2D 000000 A00000840194  
 CIN: 130016328800019

600005 1300163288-0004  
 LLA :  
 AR 97-11X8242 PRL4 251 00019 0 050120 2D 000000 A00000840194  
 CIN: 130016328800020

MOD 03 Funding  
 Cumulative Funding :

MOD 04

410001 1300233194  
 LLA :  
 AS 97-11X8242 2886 000 74862 0 065916 2D PCN044 028560490FAQ  
 CIN# 130023319400001

410002 1300233194  
 LLA :  
 AT 97-11X8242 2801 000 74012 0 065916 2D PGY044 121080010LHL  
 CIN# 130023319400003

610001 1300233194  
 LLA :  
 AU 97-11X8242 2886 000 74862 0 065916 2D PCN044 131180010FAQ  
 CIN# 130023319400002

610002 1300233194  
 LLA :  
 AV 97-11X8242 2801 000 74012 0 065916 2D PGY044 121080020LHL  
 CIN# 130023319400004

MOD 04 Funding  
 Cumulative Funding 2

MOD 05

410003 1300233194-0001  
 LLA :  
 AW 97-11X8242 2884 000 74842 0 065916 2D PATD44 113580020GQQ  
 CIN: 130023319400005

410004 1300233194-0001  
 LLA :  
 AX 97-11X8242 2884 000 74842 0 065916 2D PATD44 813260030GQQ  
 CIN: 130023319400006

410005 1300233194-0001  
 LLA :  
 AY 97-11X8242 2884 000 74842 0 065916 2D PATD44 113580030GQQ  
 CIN: 130023319400007

410006 1300233194-0001  
 LLA :  
 AZ 97-11X8242 2884 000 74842 0 065916 2D PAT544 506380160LCO  
 CIN: 130023319400008

410007 1300233194-0001  
 LLA :  
 BA 97-11X8242 2884 000 74842 0 065916 2D PAT544 506380170LCO  
 CIN: 130023319400009

410008 1300233194-0001  
 LLA :  
 BB 97-11X8242 2886 000 74862 0 065916 2D PCN0E5 034280030BBL  
 CIN: 130023319400011

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	34 of 51	

410009 1300233194-0001

LLA :

BC 97-11X8242 2886 000 74862 0 065916 2D PCN0E5 035460030BDL  
CIN: 130023319400012

410010 1300233194-0001 :

LLA :

BD 97-11X8242 2886 000 74862 0 065916 2D PCN044 028560330FAQ  
CIN: 130023319400013

410011 1300233194-0001

LLA :

BE 97-11X8242 2886 000 74862 0 065916 2D PCN044 131180020FAQ  
CIN: 130023319400015

410012 1300233194-0001

LLA :

BF 97-11X8242 2886 000 74862 0 065916 2D PCN044 131180030FAQ  
CIN: 130023319400016

410013 1300233194-0001

LLA :

BG 97-11X8242 2818 000 74182 0 065916 2D PDEBES 034860140LAN  
CIN: 130023319400017

410014 1300233194-0001

LLA :

BH 97-11X8242 28R3 000 74R32 0 065916 2D PEND44 113360450LAI  
CIN: 130023319400018

410015 1300233194-0001

LLA :

BJ 97-11X8242 28R3 000 74R32 0 065916 2D PEND44 113360460LAI  
CIN: 130023319400019

410016 1300233194-0001

LLA :

BK 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880470LHL  
CIN: 130023319400020

410017 1300233194-0001

LLA :

BL 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880480LHL  
CIN: 130023319400021

410018 1300233194-0001

LLA :

BM 97-11X8242 2801 000 74012 0 065916 2D PGY0E5 025860180LHL  
CIN: 130023319400022

410019 1300233194-0001

LLA :

BN 97-11X8242 2801 000 74012 0 065916 2D PGY0E5 025860190LHL  
CIN: 130023319400023

410020 1300233194-0001

LLA :

BP 97-11X8242 28R2 000 74R22 0 065916 2D PHUAEN 908780010LAG  
CIN: 130023319400024

410021 1300233194-0001

LLA :

BQ 97-11X8242 2812 000 74122 0 065916 2D PNET44 707580100BAJ  
CIN: 130023319400025

410022 1300233194-0001

LLA :

BR 97-11X8242 2812 000 74122 0 065916 2D PNET44 707580110BAJ  
CIN: 130023319400026

410023 1300233194-0001

LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	35 of 51	

BS 97-11X8242 2885 000 74852 0 065916 2D PNZ044 116380010BAH  
CIN: 130023319400028

410024 1300233194-0001

LLA :

BT 97-11X8242 2885 000 74852 0 065916 2D PNZ044 116380020BAH  
CIN: 130023319400029

410025 1300233194-0001

LLA :

BU 97-11X8242 2885 000 74852 0 065916 2D PNZ044 619280090BJO  
CIN: 130023319400031

410026 1300233194-0001

LLA :

BV 97-11X8242 2885 000 74852 0 065916 2D PNZ044 619280100BJO  
CIN: 130023319400032

410027 1300233194-0001

LLA :

BW 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523880100LAM  
CIN: 130023319400034

410028 1300233194-0001

LLA :

BX 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523880110LAM  
CIN: 130023319400035

410029 1300233194-0001

LLA :

BY 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523980100LAM  
CIN: 130023319400037

410030 1300233194-0001

LLA :

BZ 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523980110LAM  
CIN: 130023319400038

410031 1300233194-0001

LLA :

CA 97-11X8242 2816 000 74162 0 065916 2D PPTPE4 834060610LDE  
CIN: 130023319400039

410032 1300233194-0001

LLA :

CB 97-11X8242 2816 000 74162 0 065916 2D PPTPE4 834060620LDE  
CIN: 130023319400040

410033 1300233194-0001

LLA :

CC 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060820LDE  
CIN: 130023319400041

410034 1300233194-0001

LLA :

CD 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060830LDE  
CIN: 130023319400042

410035 1300233194-0001

LLA :

CE 97-11X8242 2855 000 74552 0 065916 2D PSRXE5 008580030LCI  
CIN: 130023319400044

410036 1300233194-0001

LLA :

CF 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080060BTW  
CIN: 130023319400047

410037 1300233194-0001

LLA :

CG 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080070BTW  
CIN: 130023319400048

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	36 of 51	

410038 1300233194-0001

LLA :

CH 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880030LHL  
CIN: 130023319400050

410039 1300233194-0001

LLA :

CJ 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880040LHL  
CIN: 130023319400051

410040 1300233194-0001

LLA :

CK 97-11X8242 2819 000 74192 0 065916 2D PNOX44 113680020BAF  
CIN: 130023319400053

410041 1300233194-0001

LLA :

CL 97-11X8242 2819 000 74192 0 065916 2D PNOX44 113680030BAF  
CIN: 130023319400054

610003 1300233194-0001

LLA :

CM 97-11X8242 2884 000 74842 0 065916 2D PAT544 506380180LCO  
CIN: 130023319400010

610004 1300233194-0001

LLA :

CN 97-11X8242 2886 000 74862 0 065916 2D PCN044 028560340FAQ  
CIN: 130023319400014

610005 1300233194-0001

LLA :

CP 97-11X8242 2812 000 74122 0 065916 2D PNET44 707580120BAJ  
CIN: 130023319400027

610006 1300233194-0001

LLA :

CQ 97-11X8242 2885 000 74852 0 065916 2D PNZ044 116380030BAH  
CIN: 130023319400030

610007 1300233194-0001

LLA :

CR 97-11X8242 2885 000 74852 0 065916 2D PNZ044 619280110BJO  
CIN: 130023319400033

610008 1300233194-0001

LLA :

CS 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523880120LAM  
CIN: 130023319400036

610009 1300233194-0001

LLA :

CT 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060840LDE  
CIN: 130023319400043

610010 1300233194-0001

LLA :

CU 97-11X8242 2880 000 74802 0 065916 2D PUKDES 930260030BTW  
CIN: 130023319400045

610011 1300233194-0001

LLA :

CV 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080080BTW  
CIN: 130023319400049

610012 1300233194-0001

LLA :

CW 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880050LHL  
CIN: 130023319400052

610013 1300233194-0001

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	37 of 51	

LLA :  
 CX 97-11X8242 2819 000 74192 0 065916 2D PNOX44 113680040BAF  
 CIN: 130023319400055

MOD 05 Funding  
 Cumulative Funding

MOD 06

600003 1300163288-0003  
 LLA :  
 AP 97-11X8242 2855 000 74552 0 065916 2D PSRX44 008880100LCI  
 CIN: 130016328800017

MOD 06 Funding -  
 Cumulative Funding 4

MOD 07

410042 1300239944  
 LLA :  
 CY 97-11X8242 2878 000 74782 0 065916 2D PKUA44 110780080SBF  
 CIN: 130023994400001

610014 1300239944  
 LLA :  
 CZ 97-11X8242 2878 000 74782 0 065916 2D PKUA44 110780090SBF  
 CIN: 130023994400002

MOD 07 Funding  
 Cumulative Funding

MOD 08

410023 1300233194-0001  
 LLA :  
 BS 97-11X8242 2885 000 74852 0 065916 2D PNZ044 116380010BAH  
 CIN: 130023319400028

410024 1300233194-0001  
 LLA :  
 BT 97-11X8242 2885 000 74852 0 065916 2D PNZ044 116380020BAH  
 CIN: 130023319400029

410027 1300233194-0001  
 LLA :  
 BW 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523880100LAM  
 CIN: 130023319400034

410028 1300233194-0001  
 LLA :  
 BX 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523880110LAM  
 CIN: 130023319400035

410029 1300233194-0001  
 LLA :  
 BY 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523980100LAM  
 CIN: 130023319400037

410030 1300233194-0001  
 LLA :  
 BZ 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523980110LAM  
 CIN: 130023319400038

410038 1300233194-0001  
 LLA :  
 CH 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880030LHL  
 CIN: 130023319400050

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	38 of 51	

410039 1300233194-0001  
 LLA :  
 CJ 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880040LHL  
 CIN: 130023319400051

410043 1300233194-0002  
 LLA :  
 DA 97-11X8242 2812 000 74122 0 065916 2D PNET44 707580130BAJ  
 CIN: 130023319400057

410044 1300233194-0002  
 LLA :  
 DB 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080090BTW  
 CIN: 130023319400058

410045 1300233194-0002  
 LLA :  
 DC 97-11X8242 2885 000 74852 0 065916 2D PNZ044 619280120BJO  
 CIN: 130023319400059

410046 1300233194-0002  
 LLA :  
 DD 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523980120LAM  
 CIN: 130023319400060

610006 1300233194-0001  
 LLA :  
 CQ 97-11X8242 2885 000 74852 0 065916 2D PNZ044 116380030BAH  
 CIN: 130023319400030

610008 1300233194-0001  
 LLA :  
 CS 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523880120LAM  
 CIN: 130023319400036

610012 1300233194-0001  
 LLA :  
 CW 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880050LHL  
 CIN: 130023319400052

610015 1300233194-0002  
 LLA :  
 DE 97-11X8242 2855 000 74552 0 065916 2D PSRX44 008880110LCI  
 CIN: 130023319400061

MOD 08 Funding  
 Cumulative Funding

MOD 09

410047 1300250689  
 LLA :  
 DF 97-11X8242 2884 000 74842 0 065916 2D PATV44 119480100SCF  
 CIN: 130025068900001

MOD 09 Funding  
 Cumulative Funding 4

MOD 10

610014 1300239944  
 LLA :  
 CZ 97-11X8242 2878 000 74782 0 065916 2D PKUA44 110780090SBF  
 CIN: 130023994400002

MOD 10 Funding  
 Cumulative Funding

MOD 11

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	39 of 51	

410007 1300233194-0001

LLA :

BA 97-11X8242 2884 000 74842 0 065916 2D PAT544 506380170LCO  
CIN: 130023319400009

410046 1300233194-0002

LLA :

DD 97-11X8242 2885 000 74852 0 065916 2D PNZW44 523980120LAM  
CIN: 130023319400060

610001 1300233194

LLA :

AU 97-11X8242 2886 000 74862 0 065916 2D PCN044 131180010FAQ  
CIN# 130023319400002

610003 1300233194-0001

LLA :

CM 97-11X8242 2884 000 74842 0 065916 2D PAT544 506380180LCO  
CIN: 130023319400010

610005 1300233194-0001

LLA :

CP 97-11X8242 2812 000 74122 0 065916 2D PNET44 707580120BAJ  
CIN: 130023319400027

610007 1300233194-0001

LLA :

CR 97-11X8242 2885 000 74852 0 065916 2D PNZ044 619280110BKO  
CIN: 130023319400033

610009 1300233194-0001

LLA :

CT 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060840LDE  
CIN: 130023319400043

610011 1300233194-0001

LLA :

CV 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080080BTW  
CIN: 130023319400049

610015 1300233194-0002

LLA :

DE 97-11X8242 2855 000 74552 0 065916 2D PSRX44 008880110LCI  
CIN: 130023319400061

MOD 11 Funding -

Cumulative Funding

MOD 12

600002 1300163288-0003

LLA :

AN 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060810LDE  
CIN: 130016328800016

600004 1300163288-0003

LLA :

AQ 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080050BTW  
CIN: 130016328800018

MOD 12 Funding -

Cumulative Funding

MOD 13

410048 1300233194-0004

LLA :

DG 97-11X8242 2886 000 74862 0 065916 2D PCN0E5 034280040BBL  
CIN: 130023319400063

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 40 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

410049 1300233194-0004

LLA :

DH 97-11X8242 2886 000 74862 0 065916 2D PCN0E5 035460040BDL  
CIN: 130023319400064

410050 1300233194-0004

LLA :

DJ 97-11X8242 2801 000 74012 0 065916 2D PGY044 025880490LHL  
CIN: 130023319400065

410051 1300233194-0004

LLA :

DK 97-11X8242 2812 000 74122 0 065916 2D PNET44 707580140BAJ  
CIN: 130023319400066

410052 1300233194-0004

LLA :

DL 97-11X8242 2816 000 74162 0 065916 2D PPTP44 834060850LDE  
CIN: 130023319400067

410053 1300233194-0004

LLA :

DM 97-11X8242 2880 000 74802 0 065916 2D PUKD44 808080100BTW  
CIN: 130023319400068

410054 1300233194-0004

LLA :

DN 97-11X8242 2880 000 74802 0 065916 2D PUKDES 930260040BTW  
CIN: 130023319400069

MOD 13 Funding  
Cumulative Funding

MOD 14

410055 1300233194-0005

LLA :

DP 97-11X8242 2886 000 74862 0 065916 2D PCN0E5 216560110LIO  
CIN: 130023319400070

MOD 14 Funding  
Cumulative Funding 5

MOD 15

420001 1300316288

LLA :

DQ 97-11X8242 0002 4FX 47E8C S AISR00 00 000000 064000050300 OHQ0104 HQ0104  
CIN: 130031628800001

MOD 15 Funding  
Cumulative Funding 5

MOD 16

420002 1300333105

LLA :

DR 97-11X8242 PRN4 252 00019 0 050120 2D 000000 A00001603664  
CIN: 130033310500001

MOD 16 Funding :  
Cumulative Funding 6

MOD 17

620001 1300316288-0001

LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	41 of 51	

DQ 97-11X8242 0002 4FX 47E8C S AISR00 00 000000 064000050300 0HQ0104 HQ0104  
 CIN: 130031628800002

MOD 17 Funding  
 Cumulative Funding

MOD 18

420003 1300362035

LLA :

DS 97-11X8248 2884 000 74842 0 065916 2D PATD44 315580010GQQ  
 CIN: 130036203500001

620002 1300362035 :

LLA :

DT 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580020GQQ  
 CIN: 130036203500002

MOD 18 Funding  
 Cumulative Funding

MOD 19

420004 1300362035-0001

LLA :

DU 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580030GQQ  
 CIN: 130036203500003

620003 1300362035-0001

LLA :

DV 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580040GQQ  
 CIN: 130036203500004

MOD 19 Funding  
 Cumulative Funding 7

MOD 20

620004 1300362035-0002

LLA :

DW 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580060GQQ  
 CIN: 13003620350005

MOD 20 Funding  
 Cumulative Funding 4

MOD 21

430001 1300388774

LLA :

DX 97-11X8242 2884 000 74842 0 065916 2D PAT544 326480010BRL  
 CIN: 130038877400001

430002 1300388774

LLA :

DY 97-11X8242 2886 000 74862 0 065916 2D PCN044 310780310BDL  
 CIN: 130038877400002

430003 1300388774

LLA :

DZ 97-11X8242 2818 000 74182 0 065916 2D PDEBES 319060210LAN  
 CIN: 130038877400003

430004 1300388774

LLA :

EA 97-11X8242 2801 000 74012 0 065916 2D PGY044 322580310LHL  
 CIN: 130038877400004

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	42 of 51	

430005 1300388774  
 LLA :  
 EB 97-11X8242 2812 000 74122 0 065916 2D PNET44 301680010BAJ  
 CIN: 130038877400006

430006 1300388774  
 LLA :  
 EC 97-11X8242 2812 000 74122 0 065916 2D PNET44 301980010BAJ  
 CIN: 130038877400007

430007 1300388774  
 LLA :  
 ED 97-11X8242 2812 000 74122 0 065916 2D PNEM44 324880010LHG  
 CIN: 130038877400008

630001 1300388774  
 LLA :  
 EE 97-11X8242 2801 000 74012 0 065916 2D PGY044 322580130LHL  
 CIN: 130038877400005

MOD 21 Funding .  
 Cumulative Funding 9

MOD 22

430008 1300397489  
 LLA :  
 EF 97-11X8242 PRP4 252 00019 0 050120 2D 000000 A00002080224  
 CIN: 130039748900001

430009 1300405791  
 LLA :  
 EG 97-11X8242 2843 000 74432 0 065916 2D PCIA44 300160410SAD  
 CIN: 130040579100001

430010 1300388774-0001  
 LLA :  
 EH 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580080GQQ  
 CIN: 1300388774000013

630002 1300405791  
 LLA :  
 EJ 97-11X8242 2843 000 74432 0 065916 2D PCIA44 300160420SAD  
 CIN: 130040579100002

630003 1300388774-0001  
 LLA :  
 EK 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580070GQQ  
 CIN: 130038877400010

630004 1300388774-0001  
 LLA :  
 EL 97-11X8242 2855 000 74552 0 065916 2D PSR144 215280010LCM  
 CIN: 130038877400011

630005 1300388774-0001  
 LLA :  
 EM 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580090GQQ  
 CIN: 130038877400014

MOD 22 Funding .  
 Cumulative Funding 1

MOD 23

420002 1300333105  
 LLA :  
 DR 97-11X8242 PRN4 252 00019 0 050120 2D 000000 A00001603664  
 CIN: 130033310500001

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 43 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

420003 1300362035  
LLA :  
DS 97-11X8248 2884 000 74842 0 065916 2D PATD44 315580010GQQ  
CIN: 130036203500001

620003 1300362035-0001  
LLA :  
DV 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580040GQQ  
CIN: 130036203500004

620004 1300362035-0002  
LLA :  
DW 97-11X8242 2884 000 74842 0 065916 2D PATD44 315580060GQQ  
CIN: 130036203500005

MOD 23 Funding - .  
Cumulative Funding &

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	44 of 51	

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

- (a) The contract includes an option, per each contract term, for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased program in-scope requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire contract exceed 5 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished at any time during contract performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The Contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term and shall not exceed the 10% provided by the exercise of any option.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the Contractor anticipates acceleration of effort, greater than 10% during the current term, the Contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort", (Dec 2000) of the contract.

### 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 Attachment J1. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.
  - (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.
- (d) Definitions. For purposes of application of this clause only, the following definitions are applicable:
  - (1) "System" includes system, major component, subassembly or subsystem, project, or item.
  - (2) "Nondevelopmental items" as defined in FAR 2.101.
  - (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M805	23	45 of 51	

- (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.
- [x] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 3 years after the date of completion of the contract. (FAR 9.505-1(a))
- [x] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-development 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 or their subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(a)(1))
- [x] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(b)(1))
- [x] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)
- [x] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 46 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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)

[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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 47 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

#### **DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)**

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

#### **5252.211-9502 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.

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

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

TM

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 48 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 49 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

#### **POST AWARD CONFERENCE**

A post award conference may be held as specified in the basic contract. If held, the Government will notify the contractor of the time and location after the award of the task order. The task order post award conference will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities, and ensure prompt payment and task order close out.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 50 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION I CONTRACT CLAUSES**

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

**FAR 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 30 days prior to completion of the base period; 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 five years.

## **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 Station, Patuxent River, MD. 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:

Name: James D. Lumpkins  
E-mail: [james.lumpkins@navy.mil](mailto:james.lumpkins@navy.mil)  
Activity: Naval Air Systems Command  
Address: 47123 Buse Rd, Bldg. 2272  
Patuxent River, MD 20670-1547  
Telephone: (301) 757-6710

All losses are to have the permanent badges returned to Security Officer, Naval Air Station, Patuxent River, MD on the last day of the individual's task requirement.

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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M805	AMENDMENT/MODIFICATION NO. 23	PAGE 51 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

Attachment J1 - Organizational Conflict of Interest List IAW Clause 5252.209-9510

Attachment J2 - DD Form 254, Contract Security Classification Specification

Attachment J3 - Contracting Officer's Representative Appointment Letter

Attachment J4 - Task Order Ceiling Spreadsheet as of Mod 23

Attachment J5 - Quality Assurance Surveillance Plan

Exhibits A & B - CDRLs

Exhibit A002 - CDRL Updated as of Mod 10

(Note: CDRLs A001 and B001 remain the same and are not changed as a result of the CDRL update to Exhibit A002 in Mod 10)