

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
44

3. EFFECTIVE DATE
19-Aug-2015

4. REQUISITION/PURCHASE REQ. NO.
1300520581

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6) CODE

S2404A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
kristen.ferro@navy.mil 301-737-7585

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

SCIENCE APPLICATIONS INTERNATIONAL CORP
1710 SAIC Drive
McLean VA 22102-3702

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-M807

10B. DATED (SEE ITEM 13)

31-Mar-2010

CAGE CODE
6XWA8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement of 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) Janet G. Gilbert, Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristen W Ferro, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Janet G. Gilbert (Signature of person authorized to sign)	15C. DATE SIGNED 18-Aug-2015	16B. UNITED STATES OF AMERICA BY /s/Kristen W Ferro (Signature of Contracting Officer)	16C. DATE SIGNED 19-Aug-2015

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. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to change the Period of Performance (PoP) on CLINs 7000, 7001, 9000, 9001, 9002 and 9003.

The PoP end date on CLINs 7001, 9002 and 9003 are being changed from 08 October 2015 to 14 September 2015 based on the new date for the level of effort exhaustion.

Modification 43 to this task order was executed in order to correct an overlap in the PoPs for labor CLINs 7000 and 7001, and Other Direct Cost CLINs 9000, 9001, 9002 and 9003. However, the modification shifted dates away from the actual dates of performance. This current modification corrects both the overlap and the inadvertent incorrect shift in the performance dates. The PoP end date on CLINs 7000, 9000 and 9001 are being corrected to reflect actual performance to 09 April 2015, and the PoP start date on CLINs 7001, 9002, and 9003 are being corrected to reflect an actual performance start on 10 April 2015. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$44,367,361.58 by \$0.00 to \$44,367,361.58.

The total value of the order is hereby increased from \$44,749,060.67 by \$0.00 to \$44,749,060.67.

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 1 of 59	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	R425	Base Year - Services to Support ICIS Mission Systems Integration in accordance with the Performance Work Statement contained in Section C. This is inclusive of Data in accordance with DD Form 1423, Contracts Data Requirements List. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$5,454,783.07
400001	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400002	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400003	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400004	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400005	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400006	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400007	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400008	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400009	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400010	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400011	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400012	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400013	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
400014	R425	FUNDING TO SUPPORT CLIN 4000 (Fund Type - OTHER)					
4100	R425	Services to Support ICIS Mission Systems Integration in accordance with the Performance Work Statement	1.0	LO	██████████	██████████	\$6,475,412.99

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 2 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		contained in Section C. This is inclusive of Data in accordance with DD Form 1423, Contracts Data Requirements List. (Fund Type - OTHER)					
410001	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410002	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410003	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410004	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410005	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410006	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410007	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410008	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410009	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410010	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410011	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
410012	R425	FUNDING FOR CLIN 4100 (Fund Type - OTHER)					
4200	R425	Services to Support ICIS Mission Systems Integration in accordance with the Performance Work Statement contained in Section C. This is inclusive of Data in accordance with DD Form 1423, Contracts Data Requirements List. (Fund Type - OTHER)	1.0	LO			\$7,576,958.83
420001	R425	Funding for CLIN 4200 (Fund Type - OTHER)					
420002	R425	Funding for CLIN 4200 (WCF)					
420003	R425	Funding for CLIN 4200 (WCF)					
420004	R425	Funding for CLIN 4200 (WCF)					
4300	R425	Services to Support ICIS Mission Systems Integration in accordance	1.0	LO			\$7,523,744.09

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 3 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		with the Performance Work Statement contained in Section C. This is inclusive of Data in accordance with DD Form 1423, Contracts Data Requirements List. (Fund Type - OTHER)					
430001	R425	Funding in support of CLIN 4300. (WCF)					
430002	R425	Funding in support of CLIN 4300. (WCF)					
430003	R425	Funding in support of CLIN 4300. (WCF)					
4400	R425	Services to Support ICIS Mission Systems Integration in accordance with the Performance Work Statement contained in Section C. This is inclusive of Data in accordance with DD Form 1423, Contracts Data Requirements List. (Fund Type - OTHER)	1.0	LO			\$8,081,112.89
440001	R425	Funding in support of CLIN 4400 (WCF)					
440002	R425	Funding in support of CLIN 4400 (WCF)					
440003	R425	Funding in support of CLIN 4400 (WCF)					
440004	R425	Funding in support of CLIN 4400 (WCF)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Base Year - Other Direct Costs - Support of CLIN 4000 (Fund Type - OTHER)	1.0	LO	\$681,604.28
600001	R425	FUNDING IN SUPPORT OF CLIN 6000 (Fund Type - OTHER)			
600002	R425	FUNDING IN SUPPORT OF CLIN 6000 (Fund Type - OTHER)			
600003	R425	FUNDING IN SUPPORT OF CLIN 6000 (Fund Type - OTHER)			
600004	R425	FUNDING IN SUPPORT OF CLIN 6000 (Fund Type - OTHER)			
6100	R425	Option Year I - Other Direct Costs - Support of CLIN 4100 (Fund Type - OTHER)	1.0	LO	\$759,728.07
610001	R425	FUNDING FOR CLIN 6100 (Fund Type - OTHER)			
610002	R425	FUNDING FOR CLIN 6100 (Fund Type - OTHER)			
610003	R425	FUNDING FOR CLIN 6100 (Fund Type - OTHER)			
6200	R425	Option Year II - Other Direct Costs - Support of CLIN 4200 (Fund Type - OTHER)	1.0	LO	\$688,933.35
620001	R425	Funding for CLIN 6200 in support of CLIN 4200 (Fund Type - OTHER)			

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 4 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620002	R425	Funding for CLIN 6200 (WCF)			
620003	R425	Funding for CLIN 6200 (WCF)			
6300	R425	Option Year III - Other Direct Costs - Support of CLIN 4300 (Fund Type - OTHER)	1.0	LO	\$94,380.56
630001	R425	Funding in support of CLIN 6300. (WCF)			
6301	R425	Support of Government property (NMCI seats) authorized in 5252.245-9500(a)(4) for Option III period of performance in accordance with 5252.237-9503. (Fund Type - TBD)	1.0	LO	\$177,976.59
630101	R425	Funding in support of CLIN 6301. (WCF)			
6400	R425	Option Year IV - Other Direct Costs (Travel & Material) - Support of CLIN 4400 (Fund Type - OTHER)	1.0	LO	\$692,926.46
640001	R425	Funding in support of CLIN 6400 (WCF)			
6401	R425	Support of Government property (NMCI seats) authorized in 5252.245-9500(a)(4) for Option IV period of performance in accordance with 5252.237-9503. (Fund Type - TBD)	1.0	LO	\$201,990.80
640101	R425	Funding in support of CLIN 6401 (WCF)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Services to Support ICIS Mission Systems Integration in accordance with the Performance Work Statement contained in Section C. This is inclusive of Data in accordance with DD Form 1423, Contracts Data Requirements List. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$1,077,696.56
700001	R425	Funding in support of CLIN 7000 (WCF)					
700002	R425	Funding in support of CLIN 7000 (WCF)					
700003	R425	Funding in support of CLIN 7000 (WCF)					
7001	R425	Services to Support ICIS Mission Systems Integration in accordance with the Performance Work Statement contained in Section C. This is inclusive of Data in accordance with DD Form 1423, Contracts Data Requirements List. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$4,057,113.28
700101	R425	Funding in support of CLIN 7001 (WCF)					
700102	R425	Funding in support of CLIN 7001 (WCF)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
------	-----	-------------------	-----	------	-----------

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 5 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs (Travel & Material) - Support of CLIN 7000 (Fund Type - TBD)	1.0	LO	\$734,600.67
900001	R425	Funding in support of CLIN 9000 (WCF)			
9001	R425	Support of Government property (NMCI seats) authorized in 5252.245-9500(a)(4) for Option IV period of performance in accordance with 5252.237-9503. (WCF)	1.0	LO	\$22,639.55
9002	R425	Other Direct Costs (Travel & Material) - Support of CLIN 7001 (Fund Type - TBD)	1.0	LO	\$346,463.23
900201	R425	Funding in support of CLIN 9002 (WCF)			
9003	R425	Support of Government property (NMCI seats) authorized in 5252.245-9500(a)(4) for six month extension in accordance with 5252.237-9503. (Fund Type - TBD)	1.0	LO	\$100,995.40
900301	R425	Funding in support of CLIN 9003 (WCF)			

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

Note 1: The task order Contracting Officer will unilaterally create informational SubCLINs during performance of this task order to accommodate the multiple type of funds that will be used under this order.

Note 2: The exercise of option CLINs 4100-6400 are contingent upon the awardees maintaining an active SeaPort-e contract.

Note 3: Exercise of Option CLINs in award term periods are contingent upon the award term basic contract being exercised.

Note 4: Code 4.5.10 referenced within this award document is deleted in its entirety and replaced with Code 4.11.3, inclusive of all attachments and exhibits.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) as changed as a result of 2008 Rolling Admissions

(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 [REDACTED] 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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 6 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 2,410 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance 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 determined that alternative worksite arrangements are detrimental to contract

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 7 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 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.

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

(End of Clause)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 8 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE BASED STATEMENT OF WORK (PBSOW)

1. INTRODUCTION. The Integrated Communications and Information Systems (ICIS) Division of the Naval Air Warfare Center Aircraft Division (NAWCAD), St. Inigoes, MD, is tasked by numerous Department of Defense (DoD) and Federal Agencies to perform various engineering, design, development, acquisition, integration, and installation tasks relating to communication-electronics (C-E) and information systems for communications programs. The purpose of this contract is to provide the management and professional support services essential to fulfill ICIS's mission.

1.1. SCOPE. The contractor shall provide management and professional support services to the ICIS Division in support of DoD, Joint Service, and Federal Agencies programs. These services shall support: overall contract management, project management, organizational management, administrative, and material acquisition support. The projects supported include but are not be limited to: surface ship radio communication systems (large and small), both new construction and upgrades; aircraft based communication systems (large and small); automatic identification systems; unmanned vehicle communication and control systems; information assurance actions; and technical development package creation, The systems shall be based on shipboard, shore based (fixed, transportable, manpack, mobile), aircraft/airborne, and hand held platforms. Representative of the possible agencies, organizations, and programs for which expertise and support services may be required are:

United States Special Operations Command and its Component Commands
Space and Naval Warfare Systems Command
Program Executive Office, Command, Control, Communications, Computers, Intelligence
Naval Sea Systems Command
Program Executive Office, Integrated Warfare Systems
Naval Surface Warfare Center, Carderock
Naval Surface Warfare Center, Dahlgren
Program Executive Office, Carriers
Program Executive Office, Ships
Foreign Military Sales
United States Coast Guard
Department of Homeland Security
National Guard Bureau
Air and Army National Guard and Reserve Units

2. APPLICABLE DOCUMENTS. The following documents are provided for reference only. The contractor is encouraged to submit alternatives to specifications and standards cited; however, the proposed alternatives shall satisfy requirements of the Performance Work Statement (PWS) without compromising the program integrity. Unless otherwise specified, the revision level and date for each specification or standard cited within this solicitation / task order shall be the most recent.

Instructions and Directives
DoD Directive 5000.2 Defense Acquisition Management Policies and Procedures
DoD Manual 5000.2M Defense Acquisition Management Documentation and Reports
SECNAVINST 5000.2B: Implementation of Defense Acquisition Management Policies, Procedures,

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 9 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Documentation and Reports

NAWCAD INST 5510.0A: Information, Personnel and Industrial Security Program Manual

NASPAXRIVERINST5100.35B Occupational Safety and Health (OSH) Manual

NAWCAD INST 3432.1A Operations Security

NAWCAD INST 3030.3: NAWC Operations Security Plan

3. TECHNICAL REQUIREMENTS. The contractor shall accomplish work as specified in the scope paragraphs 3.1 through 3.6 of this Performance Work Statement. Services rendered shall require the contractor to perform tasking at the Government facilities and other locations as designated by the Government. Services rendered shall cover the Division, all branches, and projects. Unless otherwise specified, the tasking shall be considered a constant flow of work.

3.1. Contract Management Support (CDRL A004) The contractor shall provide:

3.1.1. Review deliverables from all ICIS contracts (both hard and electronic) for accuracy, and process for routing to the appropriate personnel for review and approval using the TRIM Context Document Management System.

3.1.2. Review and validate contract expenditure data from all ICIS contracts, to include weekly expenditure reports and periodic invoices. Maintain contract data within the division Project Tracking System (PTS) database. Provide financial management for budget projections, and funding appropriations analysis.

3.1.3. Analyze contract financial reports and vouchers, track contract expenditures, and reconcile contract close-out reports.

3.1.4. Assist activity in developing service contract packages to track the status of contract actions, and prepare funding requests for contract actions, as required, in support of division specific and branch specific service contract actions.

3.1.5. Provide up to date information on current contract policies and how they relate to contract solicitation package development

3.2. Systems Engineering Support (CDRL A005) The contractor shall provide:

3.2.1. Systems engineering analysis for use in developing and/or upgrading existing communications and information systems and for the identification of new capability developments and program identification. These assessments shall be reviewed as background information in the selection of replacement systems and/or augmentation/upgrade of existing fielded systems to meet mission and operational requirements.

3.2.2. Explore emerging and next generation technologies that can replace existing platform and C4I technologies to meet new/existing requirements. Types of efforts would include defining system design requirements, performing market surveys, integration planning and analysis of system components.

3.2.3. Inputs to verification and/or definition of systems design requirements to support the development of systems that are economically producible, operationally suitable, and field supportable.

3.2.4. Support for specialized studies and evaluations. These studies shall provide assessment of current communications and information systems architecture and make recommendations for new technology.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 10 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.2.5. Continual system engineering planning throughout the design, development, procurement, fabrication, interface, integration, and implementation of systems.

3.3. Project Management Support (CDRL A004) The contractor shall provide for all division projects:

3.3.1. Support the development and maintenance of project planning documentation (e.g., Initial Capabilities Document (ICD), Capability Development Document (CDD), Project Management Plan (PMP), Project Quality Assurance strategy), Statements of Work (SOW), cost estimate, WBS's, Acquisition Program Baseline, Plans of Action and Milestones, and Emergency Management Plans, Logistics Support Plans, etc.

3.3.2. Conduct analyses on the execution of the ICIS's projects to determine the health of the projects by reviewing plans and status reports generated by the projects. Plans will include, but not be limited to, Work Breakdown Structure (WBS), Workload Planning System data, spend plans, program planning documentation, and project management plans. Status reports will include, but not be limited to, expenditure reports, accomplishment reports, Earned Value Management System (EVMS) reports, project briefings, and meeting minutes.

3.3.3. Support the development of project review documentation (e.g., Program Management Reviews, In-Process Reviews, Preliminary Design Reviews, Critical Design Reviews, etc.). Documentation will be used to determine the maturity level of the project at specific points in the lifecycle of the project.

3.3.4. Support design reviews and informal meetings with participating activities to facilitate timely and effective project management. Prepare documentation such as agenda, viewgraphs, slides, charts, illustrations, meeting minutes, and action item assignments.

3.3.5. Prepare ICIS project summary briefs/reports for conferences and meetings hosted or attended by division members. These briefs and reports will be used to illustrate the current status of the project to upper management, sponsors or customers (both current and potential).

3.3.6. Provide reports for any travel performed in support of this contract. Reports will detail the purpose of the travel, who meetings were held with, any outcomes, follow up work to be completed, etc.

3.3.7. Provide inputs or recommendations on research concerning the risk due to the integration of technical, financial and schedule aspects of the program using available threat and vulnerability information, and developing and conducting security tests. Development of mitigation plans to deal with identified project risks.

3.3.8. Conduct periodic analyses of the fiscal status of the division projects utilizing information provided by the projects. Report results of the analyses showing the relationship of the actual to planned funding profiles. Research and provide possible explanations of significant deviations between the actual and planned. Where variances exist, analysis should be conducted to determine cause of the variance. The analysis should also determine long-term effects if trend is allowed to continue.

3.3.9. Support requirements generation for ICIS projects.

3.3.10. Develop, review, and interpret tasking statements, PWSs, Memorandum of Agreements (MOAs), and Memorandum Of Understandings (MOUs) for division projects.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 11 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.3.11. Provide services for the development and implementation of an overarching acquisition and integrated logistics support package for all logistics related functions to include design, production and interim support of the Narrowband Baseband communications system upgrade. The contractor shall develop operator and maintainer user manuals and training courseware to support engineering design and production systems developed as a result of the effort. Establish and evaluate logistics performance metrics.

3.3.12. Assist division projects by providing Information Assurance (IA) technical support to help ensure the program appropriately plans for and implements IA requirements throughout project lifecycles. Develop IA documentation including appropriate system security authorization agreements, a Clinger-Cohen compliant IA strategy, IA implementation plans and other IA acquisition documents required by projects.

3.4. Organizational Management Support (CDRL A004) The contractor shall provide:

3.4.1. Assess key government programs related to ICIS Divisions' business areas to determine long-term DoD acquisition requirements, funding status, and technical and resource requirements to assist with the development and execution of ICIS Division's 5-year tactical plan. The contractor shall interface with Government program and technical personnel to acquire or gather key information required to develop strategic plans

3.4.2. Provide information relating to staffing and facility needs. Current manpower levels, future manpower needs, current facilities usage, future facilities needs, Information Technology (IT) needs. Maintain floor plans of all division buildings, developing the documentation required to support military construction or minor construction initiatives, etc.

3.4.3. Support the development and execution of the overall Division budget. Support the preparation of funding data for review, prepare obligation phasing plans, prepare funding documents and or follow funding documents from origination to expenditure. Recommend improvements to the budget execution process.

3.4.4. Support the dissemination of Division communications. Maintain the Division Community of Interest (COI) information system, and the division E-room. Provide support as needed to Division staff meetings, Division all hands meetings, and branch meetings, etc.

3.4.5. Manage, develop and execute of the division's Program Management Office (PMO). Develop and maintain all Standard Operating Procedures and processes and ensure those processes are in line with the Division ISO 9001 certification. Ensure all division projects comply with those processes. Maintain and administer the division's project calculator used to categorize a project's size determining the types of documentation required for the projects. Audit those projects for compliance and continued process improvement.

3.4.6. Conduct analyses of performance metrics from established by ICIS directives and provided by division projects and initiatives, and provide overall review and assessment. The review shall include, but not be limited to, performance trends, inventory control, maintenance turnaround time and customer satisfaction.

3.5. Administrative Support (CDRL A002) The contractor shall provide:

3.5.1. Provide reception personnel to key Division buildings. Route telephone calls, and track division visitors.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 12 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- 3.5.2.** Develop minutes for meetings at the Division, branch, and project level as needed.
- 3.5.3.** Support Division travel requirements. Track/route Division government personnel travel arrangements, order requests and receipts, submit and track travel reimbursement claims utilizing the Defense Travel System
- 3.5.4.** Provide specialized training in support of, but not limited to, project management, acquisition, cost management, contractor applications, NAVAIR applications and other topics deemed appropriate.
- 3.5.5.** Provide graphics and documentation support. This support includes the development and review of briefings, technical reports and drawings, system manuals, and proposals. Also includes development of display materials, brochures, web development, framing of photos, and electronic publishing. Knowledge of the most current version of the following software programs (at time of contract award) is required: Corel Draw, PhotoShop, Word, Power Point, MS Access, Excel, Adobe Premiere, Macro Media Director, and AutoCAD.
- 3.5.6.** Provide on-site IT support. Maintain the Contractor Owned Contractor Operated network. Coordinate division wide compliance with information technology initiatives such as the Navy Marine Corps Intranet, connectivity to the Research Development Test and Evaluation local area network and the COCO network.
- 3.5.7.** Provide business application support for the Division as needed. Application support to include system identification, development, design, and training.
- 3.5.8.** Interface with Government security systems in support for the Division as needed. This support includes but is not limited to preparing outgoing visit requests and inputting incoming visit requests into the BASICS II system. Additional systems include but are not limited to JPASS and FSO.
- 3.5.9.** Process both classified and unclassified correspondence and naval messages. Route the correspondence to the appropriate personnel.
- 3.5.10.** Manage division government issued cellular telephone and pager service though coordination with the Patuxent River NAS, Base Telephone Office including set-up and termination of cellular accounts; purchase of cellular phones and accessories; coordinating monthly verification and validation report of cellular activity.
- 3.6. Hardware Acquisition Support** (CDRL A004) The contractor shall provide:
- 3.6.1.** Prepare draft documentation per prescribed DoD, Command and Contracting Activity formats and standards for procurement of hardware (large and small purchase).
- 3.6.2.** Maintain a current list of required hardware items that are to be procured and provide support in the preparation of procurement documentation. The summation of these lists shall take the form of either Master Equipment List (MEL) or Master Parts Lists (MPL), or Master Metalwork Lists (MML) and should reflect the project's material requirements.
- 3.6.3.** Provide monitoring and tracking of material/equipment during activities in the acquisition process (from procurement planning, receipt, and bar coding of material/equipment, to delivery of the final product to the Government). The contractor shall interface with Government technical personnel and with vendors regarding procurement and delivery of equipment and materials required to support the Division's programs.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 13 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.6.4. Input, recall, forward and/or print data from the Navy ERP system. The contractor shall interface with Government technical personnel and with vendors regarding procurement and delivery of equipment and materials required to support the ICIS Programs.

4. STATUS REPORTS. The contractor shall submit a monthly status report to be delivered electronically to NAWCAD Patuxent River, at the St. Inigoes site, by the 10th of the month following the first full month of the contract. (CDRL A001)

4.1. Contract Level Data. The contractor shall include the following items and data in the monthly status report. Monthly contract level summary report by fiscal year reporting contract ceiling per line item, cumulative expenses per line items, balance of line items, percentage of line items obligated, elapsed time of contract (percentage), incremental funding and modification number, and voucher amount. The report shall also detail present fiscal year contract labor category staff hour ceilings, cumulative proposed staff hours, and cumulative expended staff hours.

4.2. Items and Data. The monthly progress report shall include the following items and data.

a. Cover sheet.

b. Monthly and cumulative labor hours bid and expended per contract labor categories, names of employees charged to each labor category, and total labor cost.

c. Dollar amounts and listing of materials expended including outstanding commitments, monthly and cumulative.

d. A list of travel and per diem charges per trip, monthly and cumulative.

e. Total costs per Contract Line Item Number, monthly and cumulative.

f. Program summary.

g. Major milestone summary.

h. Data requirements status.

i. Action items.

j. Identification of new problem areas.

k. Status of previously identified problems.

l. Effort to be completed during next reporting period.

m. Justification for cost increases or schedule slippage, if any, which may differ from previous reports to the original estimate to complete specific efforts.

n. Estimated total cost to complete.

o. Data calendar. The contractor shall provide a data calendar showing all overdue data items required under the contract. Provide an explanation of why the deliverables are late and when they will be delivered. The calendar shall be updated monthly and provided with the progress report.

4.3. Format. The contractor shall identify the report by contract number, contractor's name, CDRL number and title, period covered and date of preparation. Reports shall include charts, curves, and other graphics needed to define clearly the status of the contract. The contractor shall provide

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 14 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

clear, brief, and concise data; which shall minimize the number of pages.

5. QUALITY MANAGEMENT

The contractor shall develop, document, maintain and implement a quality management system to ensure conformance with contractual requirements and the specific quality and performance requirements of specific tasks to be issued under this solicitation. The quality management system should meet the requirements of the American National Standards Institute/American Society for Quality ANSI/ASQ ISO 9001:2000, or and equivalent governing body. Regardless of the standards that's applied, the contractor's quality approach should be clearly defined and recognize the need to focus on customer satisfaction, defect prevention over inspection, management responsibility and continuous improvement. A copy of the contractor's Quality Management Plan, as approved by the contractor's management and that demonstrates conformance to the selected quality standard, shall be submitted as an addendum to the Technical Volume. The contractor's Quality Management Plan should address all areas of work to be performed under the contract resulting from this solicitation to include hardware and software systems engineering, integration and installation, configuration management, logistics and documentation. (CDRL A011)

6. FACILITIES/PROPERTY

6.1. Government-Furnished Facilities. The Government will provide access to on-site space located at the NAS Patuxent River, Webster Field Annex, St. Inigoes, Maryland for this contract effort. The Government-furnished space will consist of approximately 3,610 square feet (380 sq ft B8103, 1,500 sq ft B8225, 160 sq ft B8140, 720 sq ft B8016, and 850 sq ft B8222).

6.2. Government Furnished Equipment. No Government-furnished property will be provided under this contract.

6.3. Facility IT Requirements. The contractor shall ensure that all on-site employees requiring connectivity with the St. Inigoes RDT&E Network are either furnished or provided access to Intel based computers for development of documentation, databases, and spreadsheet data. These computers shall have sufficient memory, hard disk space, a network interface card, and capable of running a full range of standard software including current versions of Microsoft Windows Operating System and Microsoft Office Professional. Desktop computer systems shall be set-up to allow access to the St. Inigoes RDT&E Network. Minimum baseline requirements for these computers are as follows:

Desktop:

PC based CPU (3.0GHz Single-Core) (2.0GHz Dual-Core)

1.0 GB RAM for Windows XP systems or 2.0 GB of RAM for Vista systems

80 GB SATA Hard Disk

DVD +/- RW CD +/- RW combo drive

1.44 MB 3.5" Floppy drive

10/100/1000 NIC

USB Keyboard

CAC reader

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 15 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

USB Optical mouse

17" Monitor

128 MB DVI-D Video card

Software:

Windows XP Pro with Microsoft Office 2003 or Vista with MS Office 2007

Norton AV (Gov site license)

CITRIX (Gov site license)

AutoCAD (latest version)

Visio

Active Card 6.1

Any additional software required to complete the project tasks

Portable:

PC based CPU (2.8 GHz Single-Core) (1.8GHz Dual-Core)

1.0 GB RAM

80 GB Hard Disk

DVD +/- RW CD +/- RW combo drive

Integrated 10/100/1000 NIC

Integrated Modem 56k v.92

Integrated b/g wireless NIC

CAC reader

Software:

Windows XP Pro with MS Office 2003 or Vista with MS Office 2007

Norton AV (Gov site license)

CITRIX (Gov site license)

Any other software required to facilitate tasks

Note: Internet based technical support from the manufacturer of the hardware and software must be available.

The contractor shall also provide laser printers, fax machines, and other office automation equipment for each building in such a manner that employees' time can be utilized in the best fashion, without delays in waiting for data to be processed or be printed out. Portables are to be used for remote/web access only. The use of laptops and docking stations on the network is prohibited at this

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 16 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

time. Contractors are mandated by DOD policies to use government-approved client PKI's, Class 4 Certificates, for accessing various government DOD resources, i.e. WEB Sites. The contractor shall provide approved client DOD client PKI Class 4 Certificates or CAC Badge/CAC Readers. The contractor shall provide all desks, chairs, and other office/facility furnishings. The cost shall not be a direct charge to the Government.

All property must be tagged as Contractor Furnished Equipment (CFE) assets. All CFE assets must have TOM approval prior to connecting to the ICIS Division network. No personally owned computers are allowed to be attached to the ICIS Division network.

6.4. Navy Marine Corps Intranet (NMCI) Requirements. The contractor is advised that IT services shall be ordered from the Navy Marine Corps Intranet (NMCI) contract in accordance with the provisions of 5252.237-9503. The contractor shall order NMCI seats and services and provide a copy of purchase order, itemized by name, seat type, and locations to the NAVAIR NMCI Customer Technical Representative (CTR) via the local 4.5 NMCI POC. Where applicable, application tool suites under this effort shall be modernized and developed in accordance with the Navy Enterprise Application Developer's Guide (NEADG), which includes Functional Area Manager (FAM), NMCI and Task Force Web requirements. Any tools developed that will be hosted by NMCI or run on NMCI workstations will need to be certified for NMCI and comply with NMCI and Navy policy. Servers and/or applications supporting this effort may also be transitioned in accordance with the NAVAIR Server Consolidation plans and policies.

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

The Contractor shall procure the NMCI Services outlined below for contract performance.

NMCI

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>
0101AB	Fixed Work Station	5
0101AC	Fixed Work Station	17

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

The procurement of NMCI services shall be charged in accordance with the contractor's disclosed or established cost accounting practice. If a direct charge, the Government shall reimburse the contractor for the placement of NMCI orders including applicable indirect burdens (general and administrative, etc.), excluding profit or fee.

7. DATA ITEMS FORMAT. The contractor shall provide a uniform order of the following information clearly placed on all required contract data items (deliverables): contract number, contractor's name, CDRL number and title, period covered and date of submission.

7.1. Deliverable Media. The contractor shall provide deliverables in electronic formats.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 17 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Deliverables shall be electronically mailed to the TOM where feasible or provided via disk and hard copy. Specific Internet addresses for electronic submission of deliverables will be provided after contract award.

8. TASK CLOSEOUT. Within 90 days after completion of each task, contractor shall provide a closeout report. The report shall include financial data, deliverable status, disposition of contractor-furnished materials, outside services, and a list of Government-furnished materials, as a minimum. The closeout report then shall be signed by the contractor project manager and forwarded to NAWCAD Patuxent River, St. ICIS Division. (CDRL A006)

9. FINANCIAL PROGRESS REPORTS. Financial progress reports shall be prepared and submitted once every two weeks. In order to reduce the administrative burden presented by creating a unique reporting requirement and to allow these reports to piggyback on the contractor's timesheet/payroll system, the actual periodicity of these reports shall be determined by the contractor's existing accounting system. Under either circumstance, the purpose of this report is to provide ICIS with the current financial status of the contract at the Contract Line Item Number (CLIN) and task level. When applicable, this report shall include prior year(s) expenditures. (CDRL A003)

9.1. Report Media. Financial progress reports shall be delivered electronically to ICIS within seven (7) working days of each pay period's ending data. The report shall include data which is valid and current through the most recent pay period's closing date. Submission of the first report is required within 45 days of contract award.

9.2. Deadline. Details and directions relative to the electronic submission of the Financial Progress Reports shall be provided to the contractor within 30 days after contract award.

10. OPSEC PLAN. The Operations Security (OPSEC) plan shall be furnished pursuant to the requirements provided herein:

10.1. OPSEC Requirements. The contractor shall provide Operations Security (OPSEC) protection for all classified information (as defined by FAR 4.401) and sensitive information (as defined by Section 3 (d) (4) of PL 100-235 (101 Stat 1727)), pursuant to the National Security Decision Directive 298 of 22 January 1988 and DFARs clause 252.239.7016. In order to meet this requirement, the contractor shall develop, implement and maintain a facility level OPSEC program in accordance with Exhibit A to protect classified and sensitive information to be used at a contractor's and subcontractor's facilities during the performance of this contract. (CDRL A007)

10.2. Subcontractor OPSEC. The contractor shall be responsible for subcontractor implementation of the OPSEC program requirements for this contract. The OPSEC plan shall be developed in accordance with the requirements set forth in NAVAIRTESTCENINST 3070.3 and OPNAVINST 3432 and submitted to NAWCAD Patuxent River, St. Inigoes.

11.0 Enterprise-wide Contractor Manpower Reporting Application

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ICIS Management Support via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 18 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

12.0 WORKPLACE AND SCHEDULE

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

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

The contractor awarded this contract, with agreement by TOM, may allow its employees to work a CWS schedule. Any contractor that chooses to allow its employees to work a CWS schedule in support of this contract, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Additionally, the CWS schedule shall not prevent contractor employees from providing necessary staffing and services coverage when required by the Government facility. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Overtime shall be approved by the TOM in advance of the work actually being performed. The TOM will attempt to notify the contractor 24 hours in advance of the requirement. Contractor employees will not be approved for overtime in excess of 20 hours per week except in the rarest of circumstances.

13.0 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS

The contractor may be required to access Government IT Systems. Contractor personnel requiring access to Government IT Systems, shall comply with NAVAIR Clause 5252.204-9505 and in accordance with CDRLs A009 and A010.

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 19 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

14.0 MATERIAL APPROVAL:

It will be necessary for the contractor to have a material funding allocation (CLIN) to immediately respond to system development requirements, system failures, and system operation requirements.

All material requirements will be approved as follows: For all material requirements, prior TOM approval is required. No material with a unit cost of \$250,000 or greater may be procured under the contract. No procurement with a total value of \$650,000 or greater may be procured under this contract. For further guidance see Section H clause 5252.242-7515. Material requirements are projected to consist of the following:

Electronic Components and Materials:

Back Shells, Batteries, Cable, Circuit Boards, Cleaners, Connectors, Lamps/Bulbs, Microphones, Power Supplies, and Wire

Hardware:

Personal Computers (PC), Work Stations, Laptop PCs, TEMPEST PCs, Printers, Modems, Data Storage Devices, Color Monitors, Scanners, Facsimiles, Servers, Routers, Bridges, Telephones (secure and unsecure), Bolts, Nuts, Screws, Washers, Brackets and Switches.

Software:

Software Licenses, Word Processors, Spreadsheets, Database Managers, Utilities, Operating Systems, Graphics and Presentation Packages, Mail Systems, Network Handlers, Communications Packages, Customized Software, and Miscellaneous Software.

Miscellaneous Material:

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 20 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Binders, Computer aided design materials, Data Storage Medium, Display Boards, Dividers, Deliverable/Documentation Consumables, Electronic Repair Services, Glass, Memory, Mylar, Paint, Picture frames, Shipping/Freight Supplies/Services, Vu-graph Supplies, and other materials in accordance with this solicitation.

15.0 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS

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

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

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

Invoice summary for current billing period and cumulative.

(Schedule A) - Direct Labor	\$
(Schedule B) - Material	\$
(Schedule C) - Travel	\$
(Schedule D) - Other Direct Charges	\$
(Schedule E) - Indirect Charges	\$
(Schedule F) - Adjustments	\$

TOTAL	\$

(Schedule G) - Outstanding Commitments

Schedule A - DIRECT LABOR

Employee	Labor	<u>Period Covered</u>			<u>Cumulative</u>	
		<u>Hours Billed</u>	Burdened	Hours	Burdened	
<u>Identifier</u>	<u>Category</u>	<u>Off-site</u>	<u>On-site*</u>	<u>Cost**</u>	<u>Billed</u>	<u>Costs*</u>
		-----	-----	\$-----	-----	\$-----
TOTAL		-----	-----	\$-----	-----	\$-----

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 21 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

Schedule B - MATERIAL

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

Schedule C - TRAVEL

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

Schedule D - OTHER DIRECT CHARGES

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

Schedule E - INDIRECT CHARGES

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract closeout.

Schedule F - ADJUSTMENTS

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

Schedule G - OUTSTANDING COMMITMENTS

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

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

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

16.0 Incurred Cost and Progress Reporting

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred Cost and Progress Reporting for Services," CDRL A012 and contract Attachment 9.

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in **SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000), as changed as a result of 2008 Rolling Admissions**, shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 22 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the civilian furlough period shall be expended at an average rate of [REDACTED] hours per week.

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 23 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Note: All the 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:

All deliverables shall be shipped to the TOM at the address noted in Section G, Task Order Manager Appointment.

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 24 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Note: All the 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:

Inspection and Acceptance

Inspection and Acceptance for CLINs **of this contract, as cited in Section B,** shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and supplemented by the following performance assessment standard:

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4000	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6300	Destination	Government	Destination	Government
6400	Destination	Government	Destination	Government

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 25 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	4/1/2010 - 3/31/2011
4100	4/1/2011 - 2/25/2012
4200	2/26/2012 - 2/25/2013
4300	2/26/2013 - 2/25/2014
4400	2/26/2014 - 2/25/2015
6000	4/1/2010 - 3/31/2011
6100	4/1/2011 - 3/31/2012
6200	2/26/2012 - 2/25/2013
6300	2/26/2013 - 2/25/2014
6301	2/26/2013 - 2/25/2014
6400	2/26/2014 - 2/25/2015
6401	2/26/2014 - 2/25/2015
7000	2/26/2015 - 4/9/2015
7001	4/10/2015 - 9/14/2015
9000	2/26/2015 - 4/9/2015
9001	2/26/2015 - 4/9/2015
9002	4/10/2015 - 9/14/2015
9003	4/10/2015 - 9/14/2015

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

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

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

(1) PCO Not Applicable

(2) ACO Not Applicable

(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.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 26 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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: 17134 Webster Field Road, St. Inigoes, MD 20684

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 27 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Note: All the 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:

PGI 204.7108 Payment instructions.

(12) Other. Payment needs to be based on projects not funding and/or ACRNs. Tracking by funding and/or ACRN only, the customer loses the visibility to the project which is needed due to multiple sponsors, PGI clauses 252.204-0001 thru 0011 cannot be applied, therefore use 0012 and pay from the CLIN/ACRN cited on the invoice. The contractor is advised on what CLINs/ACRNs to cite on the invoice.

11RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(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)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 28 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N3555A</u>
Service Acceptor DODAAC	<u>S2404A</u>
Service Approver DODAAC	<u>S2404A</u>
Ship To DODAAC	<u>SEE SECTION F</u>
DCAA Auditor DODAAC	<u>HAA819</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>SEE SECTION E</u>
Acceptance Location	<u>SEE SECTION E</u>

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) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order bases, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries by individual labor categories, rates, and hours (both straight time and overtime) invoices; as well as a cost breakdown of ODC's (material and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODC's, materials and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) 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 emails 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 award that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

(g) 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.

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 29 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) Contract Administration Office.

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

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are as delineated by Procuring Contracting Officer (PCO) correspondence.

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

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
4000	██████████	██████████	01 APR 2010 - 31 MAR 2011
6000	\$ 681,604.28		01 APR 2010 - 31 MAR 2011
4100	██████████	██████████	01 APR 2011 - 25 FEB 2012
6100	\$ 759,728.07		01 APR 2011 - 25 FEB 2012
4200	██████████	██████████	26 FEB 2012 - 25 FEB 2012
6200	\$ 688,933.35		26 FEB 2012 - 25 FEB 2013
4300	██████████	██████████	26 FEB 2013 - 25 FEB 2014
6300	\$ 94,380.56		26 FEB 2013 - 25 FEB 2014
6301	\$ 177,976.59		26 FEB 2013 - 25 FEB 2014
4400	██████████	██████████	26 FEB 2014 - 25 FEB 2015
6400	\$ 345,467.83		26 FEB 2014 - 25 FEB 2015
6401	\$ 201,990.80		26 FEB 2014 - 25 FEB 2015
7000	██████████	██████████	26 FEB 2015 - 09 APR 2015
9000	\$734,600.47		26 FEB 2015 - 09 APR 2015
9001	\$22,639.55		26 FEB 2015 - 09 APR 2015
7001	██████████	██████████	10 APR 2015 - 14 SEPT 2015
9002	\$346,463.23		10 APR 2015 - 14 SEPT 2015
9003	\$100,995.40		10 APR 2015 - 14 SEPT 2015

(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 4200, 4300, 4400, 6100, 6200, 6301, 6401, 7000, 9000, 9001, 9002 & 9003 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS OF COST" (FAR 52.232-20).

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

* To be provided at the task order level.

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,

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 30 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

“base fee” in cost-plus-award-fee type contracts, or “fixed fee” in “cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payment 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 [REDACTED] for CLIN 4000, [REDACTED] for CLIN 4100, [REDACTED] for CLIN 4200, [REDACTED] for CLIN 4300, [REDACTED] for CLIN 4400, [REDACTED] for CLIN 7000, and [REDACTED] for CLIN 7001 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 requirements 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 requirements, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

*To be incorporated and completed at the Task Order Level, as appropriate.

Note: For purposes of this clause incorporated at the task order level, the term “contract” means “task order”, and the term “Procuring Contracting Officer” is the “Task Order Contracting Officer.”

TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2011)

(a) The Task Order Contracting Officer hereby appoints the following individual as the Task Order Manger (TOM) and Alternate Task Order Manager (ATOM) for this task order:

Name: Bernie Dombrosky
Code: 4.5.10
E-mail: bernie.dombrosky@navy.mil
Telephone: 301-995-8685

ALTERNATE TASK ORDER MANAGER

Name: Nicole Downs
Code: 4.5.10
E-Mail: nicole.downs@navy.mil
Telephone: 301-995-6270

(b) The TOM/ATOM is responsible for those specific functions assigned in the Task Order Manager appointment

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 31 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

letter.

(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.

5252.232-9529 Incurred Cost Reporting and Progress Reporting for Services

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract CDRL A012. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A012. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in Attachment 9 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) Incurred Costs:

1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in Attachment 9.

2) **Labor:** Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals > Hourly Tripwire" tab included in Attachment 9. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 9. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause."

b) **Progress:** A description of progress made during the invoice period by SOW Tasking shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 32 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
400001	1300108800-0002	61312.50
LLA :		
AB 97X4930 NH2A 252 77777 0 050120 2F 000000		
COST CODE: A00000425086		
AMOUNT: \$61,312.50		
CIN 130010880000003: \$61,312.50		
400002	130018800	119210.00
LLA :		
AC 97X4930 NH2A 252 77777 0 050120 2F 000000		
COST CODE: A10000425086		
AMOUNT: \$119,210.00		
CIN 130010880000004: \$119,210.00		
400003	1300108800	84685.00
LLA :		
AD 97X4930 NH2A 252 77777 0 050120 2F 000000		
COST CODE: A20000425086		
AMOUNT: \$84,685.00		
CIN 130010880000005: \$84,685.00		
400004	1300108800	82500.00
LLA :		
AE 97X4930 NH2A 252 77777 0 050120 2F 000000		
COST CODE: A30000425086		
AMOUNT: \$82,500.00		
CIN 130010880000006: \$82,500.00		
400005	130010880	966217.00
LLA :		
AF 97X4930 NH2A 252 77777 0 050120 2F 000000		
COST CODE: A40000425086		
AMOUNT: \$966,217.00		
CIN 130010880000007: \$966,217.00		
400006	1300108800	172280.97
LLA :		
AG 97X4930 NH2A 252 77777 0 050120 2F 000000		
COST CODE: A50000425086		
AMOUNT: \$172,280.97		
CIN 130010880000008: \$172,280.97		
400007	1300108800	20000.00
LLA :		
AH 97X4930 NH2A 252 77777 0 050120 2F 000000		
COST CODE: A60000425086		
AMOUNT: \$20,000.00		
CIN 130010880000010: \$20,000.00		
400008	1300108800	30098.40
LLA :		
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000		
COST CODE: A70000425086		
AMOUNT: \$30,098.40		
CIN 130010880000011: \$30,098.40		
400009	1300108800	172908.70
LLA :		
AK 97X4930 NH2A 252 77777 0 050120 2F 000000		

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 33 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

COST CODE: A80000425086
AMOUNT: \$172,908.70
CIN 130010880000012: \$172,908.70

600001 1300108800-0002 20000.00
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A60000425086
AMOUNT: \$20,000.00
CIN 130010880000009: \$20,000.00

BASE Funding 1729212.57
Cumulative Funding 1729212.57

MOD 01 Funding 0.00
Cumulative Funding 1729212.57

MOD 02

400010 1300164442 800000.00
LLA :
AL 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000486425
CIN 130016444200001

600002 1300164442 500000.00
LLA :
AL 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000486425
CIN 130016444200002

MOD 02 Funding 1300000.00
Cumulative Funding 3029212.57

MOD 03

400011 1300173024 50000.00
LLA :
AM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000536478
CIN 130017302400001

MOD 03 Funding 50000.00
Cumulative Funding 3079212.57

MOD 04

400012 1300174939 2262000.00
LLA :
AN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000544722
CIN#130017493900001

MOD 04 Funding 2262000.00
Cumulative Funding 5341212.57

MOD 05

600003 1300178068 6200.00
LLA :
AP 1701804 4D1D 252 00019 0 050120 2D 000000 A00000560190
CIN 130017806800001

MOD 05 Funding 6200.00
Cumulative Funding 5347412.57

MOD 06

400013 1300195474 450000.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 34 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000685130
CIN 130019547400001

600004 1300195474 187874.00

LLA :
AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000685130
CIN 130019547400002

MOD 06 Funding 637874.00
Cumulative Funding 5985286.57

MOD 07

410001 1300197078 3000000.00

LLA :
AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000697556
CIN 130019707800002

610001 1300197078 500000.00

LLA :
AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000697556
CIN 130019707800003

MOD 07 Funding 3500000.00
Cumulative Funding 9485286.57

MOD 08

400014 1300203433 155000.00

LLA :
AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000740363
CIN 130020343300001

MOD 08 Funding 155000.00
Cumulative Funding 9640286.57

MOD 09 Funding 0.00
Cumulative Funding 9640286.57

MOD 10

410002 1300220641 65950.00

LLA :
AT 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000841432
CIN 130022064100001

410003 1300220641 42500.00

LLA :
AV 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000841432
CIN 130022064100002

410004 1300220641 31500.00

LLA :
AW 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000841432
CIN 130022064100003

410005 1300220641 40050.00

LLA :
AX 97X4930 NH2A 252 77777 0 050120 2F 000000 A30000841432
CIN 130022064100004

410006 1300220641 185990.00

LLA :
AY 97X4930 NH2A 252 77777 0 050120 2F 000000 A40000841432
CIN 130022064100005

410007 1300220641 89920.00

LLA :

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 35 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AZ 97X4930 NH2A 252 77777 0 050120 2F 000000 A50000841432
CIN 130022064100006

410008 1300220641 47500.00

LLA :

BA 97X4930 NH2A 252 77777 0 050120 2F 000000 A60000841432
CIN 130022064100007

410009 1300220641 31590.00

LLA :

BB 97X4930 NH2A 252 77777 0 050120 2F 000000 A80000841432
CIN 130022064100009

410010 1300220641 140000.00

LLA :

BC 97X4930 NH2A 252 77777 0 050120 2F 000000 A90000841432
CIN 130022064100010

410011 1300220641 25000.00

LLA :

BD 97X4930 NH2A 252 77777 0 050120 2F 000000 B10000841432
CIN 130022064100012

610002 1300220641 153700.30

LLA :

AU 97X4930 NH2A 252 77777 0 050120 2F 000000 B00000841432
CIN 130022064100011

MOD 10 Funding 853700.30
Cumulative Funding 10493986.87

MOD 11

410012 1300228315 3000474.84

LLA :

BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000888844
CIN 130022831500001

610003 1300228315 123271.18

LLA :

BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000888844
CIN 130022831500002

MOD 11 Funding 3123746.02
Cumulative Funding 13617732.89

MOD 12 Funding 0.00
Cumulative Funding 13617732.89

MOD 13 Funding 0.00
Cumulative Funding 13617732.89

MOD 14

600004 1300195474 (27000.00)

LLA :

AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000685130
CIN 130019547400002

MOD 14 Funding -27000.00
Cumulative Funding 13590732.89

MOD 15

420001 1300244166 3500000.00

LLA :

BF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001014829
CIN 130024416600002

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 36 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

620001 1300244166 700000.00
 LLA :
 BF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001014829
 CIN 130024416600003

MOD 15 Funding 4200000.00
 Cumulative Funding 17790732.89

MOD 16 Funding 0.00
 Cumulative Funding 17790732.89

MOD 17 Funding 0.00
 Cumulative Funding 17790732.89

MOD 18

420002 1300283191 1729000.00
 LLA :
 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001279873
 CIN 130028319100001

420003 1300283191 71722.45
 LLA :
 BH 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001279873
 CIN 130028319100002

620002 1300283191 113253.00
 LLA :
 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001279873
 CIN 130028319100003

620003 1300283191 1499.74
 LLA :
 BH 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001279873
 CIN 130028319100004

MOD 18 Funding 1915475.19
 Cumulative Funding 19706208.08

MOD 19

420004 1300244166-0002 2276236.38
 LLA :
 BJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001014829
 CIN 130024416600005

MOD 19 Funding 2276236.38
 Cumulative Funding 21982444.46

MOD 20 Funding 0.00
 Cumulative Funding 21982444.46

MOD 21

430001 1300328645 4488941.00
 LLA :
 BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001574020
 CIN: 130032864500001

630001 1300328645 854064.00
 LLA :
 BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001574020
 CIN: 130032864500002

MOD 21 Funding 5343005.00
 Cumulative Funding 27325449.46

MOD 22 Funding 0.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 37 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding 27325449.46

MOD 23 Funding 0.00
Cumulative Funding 27325449.46

MOD 24

630001 1300328645 (166308.64)
LLA :
BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001574020
CIN: 130032864500002

630101 1300328645 166308.64
LLA :
BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001574020
CIN: 130032864500002

MOD 24 Funding 0.00
Cumulative Funding 27325449.46

MOD 25 Funding 0.00
Cumulative Funding 27325449.46

MOD 26 Funding 0.00
Cumulative Funding 27325449.46

MOD 27

430002 1300375670 225000.00
LLA :
BL 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001885231
CIN: 130037567000001

MOD 27 Funding 225000.00
Cumulative Funding 27550449.46

MOD 28

430003 1300380576 2981385.06
LLA :
BM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001935588
CIN: 130038057600001

630001 1300328645 (34307.50)
LLA :
BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001574020
CIN: 130032864500002

630101 1300328645 34307.50
LLA :
BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001574020
CIN: 130032864500002

MOD 28 Funding 2981385.06
Cumulative Funding 30531834.52

MOD 29 Funding 0.00
Cumulative Funding 30531834.52

MOD 30

410012 1300228315 (227899.90)
LLA :
BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000888844
CIN 130022831500001

620002 1300283191 (54000.00)
LLA :
BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001279873

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 38 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CIN 130028319100003

MOD 30 Funding -281899.90
Cumulative Funding 30249934.62

MOD 31

440001 1300402269-0001 4000000.00
LLA :
BN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002117016
CIN: 130040226900001

640001 1300402269-0001 345467.83
LLA :
BN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002117016
CIN: 130040226900002

640101 1300402269-0001 201990.80
LLA :
BN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002117016
CIN: 130040226900003

MOD 31 Funding 4547458.63
Cumulative Funding 34797393.25

MOD 32 Funding 0.00
Cumulative Funding 34797393.25

MOD 33 Funding 0.00
Cumulative Funding 34797393.25

MOD 34

440002 1300437815 1461756.76
LLA :
BP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002379786
CIN 130043781500001

MOD 34 Funding 1461756.76
Cumulative Funding 36259150.01

MOD 35

440003 1300448438 26535.00
LLA :
BQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002498268
CIN 130044843800002

MOD 35 Funding 26535.00
Cumulative Funding 36285685.01

MOD 36

440004 1300453933 2625934.79
LLA :
BR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002501159
CIN: 130045393300001

MOD 36 Funding 2625934.79
Cumulative Funding 38911619.80

MOD 37 Funding 0.00
Cumulative Funding 38911619.80

MOD 38

410012 1300228315 (2831.12)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 39 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000888844
CIN 130022831500001

430003 1300380576 (171581.97)

LLA :
BM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001935588
CIN: 130038057600001

600004 1300195474 (5470.30)

LLA :
AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000685130
CIN 130019547400002

610003 1300228315 (17243.41)

LLA :
BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000888844
CIN 130022831500002

620001 1300244166 (12566.39)

LLA :
BF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001014829
CIN 130024416600003

620002 1300283191 (59253.00)

LLA :
BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001279873
CIN 130028319100003

630001 1300328645 (559067.31)

LLA :
BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001574020
CIN: 130032864500002

630101 1300328645 (22639.55)

LLA :
BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001574020
CIN: 130032864500002

700001 1300476441 1002145.05

LLA :
BS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002712772
CIN 130047644100001

900001 1300476441 734600.47

LLA :
BS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002712772
CIN 130047644100002

9001 1300476441 22639.55

LLA :
BS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002712772
CIN 130047644100003

MOD 38 Funding 908732.02
Cumulative Funding 39820351.82

MOD 39

700101 1300487210 3988950.00

LLA :
BT 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002792696
CIN 130048721000001

900201 1300487210 346463.23

LLA :
BT 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002792696
CIN 130048721000002

900301 1300487210 100995.40

LLA :

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 40 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

BT 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002792696
CIN 130048721000003

MOD 39 Funding 4436408.63
Cumulative Funding 44256760.45

MOD 40

700002 1300484464 42437.85
LLA :
BU 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002772694
CIN: 130048446400001

MOD 40 Funding 42437.85
Cumulative Funding 44299198.30

MOD 41

700102 1300492811 68163.28
LLA :
BV 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002833789
CIN# 130049281100001

MOD 41 Funding 68163.28
Cumulative Funding 44367361.58

MOD 42

440004 1300453933 (33113.66)
LLA :
BR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002501159
CIN: 130045393300001

700003 1300453933 33113.66
LLA :
BR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002501159
CIN: 130045393300001

MOD 42 Funding 0.00
Cumulative Funding 44367361.58

MOD 43 Funding 0.00
Cumulative Funding 44367361.58

MOD 44 Funding 0.00
Cumulative Funding 44367361.58

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 41 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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

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 3 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. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 42 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

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

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

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

[x] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 43 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 within 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.

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 44 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

access these documents, select the Quick Search link on the site home page.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 45 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5252.216-9512 PAPERLESS CONTRACTING (JUN 2009)

Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (NAVAIR) (OCT 1994)

A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, Attachment [6] **Department of Labor Wage Determination 2005-2103 (Rev. 8)** will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

(a) **General.** 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. (b) **Travel Approval Process.** Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the Contracting Officer's Representative (COR) a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The COR will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor and the Procuring Contracting Officer.

(c) **Travel Policy.**

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) 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.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 46 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

2005)

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

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

(c) The contractor agrees that during the first 12 months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 47 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 48 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: [Tom Stann, 22299 Exploration Drive, Exploration IV Suite 301, Lexington Park, MD 20653, 301-737-7578](mailto:Tom.Stann@navair.navy.mil)

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (MAY 2012)

(a) This contract requires the use of Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel. Such DoN IT resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC), Contract #N00039-10-D-0010, clause H-3 "Ordering".

(b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the Contractor for hardware and services authorized under NAVAIR Clause 5252.245-9500 that are ordered under the CoSC including applicable indirect burdens (general & administrative, etc.) but excluding profit or fee.

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with Attachment 10 in Section J.

(e) See Attachment 10 in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.

(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment 10 in Section J.

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 49 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
	NONE						

(2) Government furnished property to be provided under this contract:

Nomenclature/Description	Part/Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE						

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

Schedule/Source	Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
N00039-10-D-0010	NMCI - See Attachment 11					
	NMCI -See Attachment 13					

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors," DoD 4000.25-1-M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 50 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

Note: All the 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:

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration date.

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 on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 1/2 (years).

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [\$0.00] or the overtime premium is paid for work --

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 51 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

The following clause is incorporated by reference with the same force and effect as if it were in full text.

52.222-41 Service Contract Act (1965)

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

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

This statement is for informational purposes only, it is not a Wage Determination.

Title	Monetary Wage	Fringe
Word Processor I	\$12.73	\$ 6.74
Word Processor II	\$14.29	\$ 7.56
Word Processor III	\$15.99	\$ 8.46
Computer Programmer I	\$15.99	\$ 8.46
Computer Programmer II	\$19.81	\$10.48
Technical Writer I	\$19.81	\$10.48
Technical Writer II	\$24.23	\$12.82

52.222-54 –Employment Eligibility Verification (Jan 2009)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 52 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 53 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 54 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) *Is for* —
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

(End of Clause)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

- (a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.
 - (2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.
 - (3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.
- (b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.
- (1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 55 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends. 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 56 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

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 20670. 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 TBD. All losses are to have the permanent badges returned to Security Officer, Naval Air Station, Patuxent River, MD 20670 on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (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.

52.244-2 SUBCONTRACTS (OCT 2010)

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 57 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: *(negotiator fill-in)*

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 58 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

Coherent Technical Services, Inc. (CTSi)
 Jahn Corporation
 PSI PAX
 Sierra Management and Technologies, Inc.
 Smartronix
 Valkyrie Enterprises
 Wyle Laboratories
 Tiversa, Inc.
 Spalding Consulting, Inc.
 Shadowens Services
KAIROS Corporation

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. M807	AMENDMENT/MODIFICATION NO. 44	PAGE 59 of 59	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibits:

Exhibit A - Contract Data Requirements Lists (CDRLs A001 - A011)

Exhibit B - Quality Assurance Surveillance Plan (QASP)

Attachments: All "P" Attachments were deleted at time of award

Attachment 1 - Revised/Approved Contract Security Classification Specification (DD254)

Attachment 2 - Department of Labor Wage Determination 05-2103 (Rev 12) dated 13 Jun 12

Attachment 3 - OCI

Attachment 4 - Information Technology Personnel Security Report

Attachment 5 - Personnel Qualifications

Attachment 6 - Key Personnel

Attachment 7 - NMCI Approval signed 06 June 2012

Attachment 8 - NMCI Approval dated 04 October 2012

Attachment 9 - Data Tables for Incurred Cost Reporting and Progress Reporting Services

Attachment 10 - NAVAIR Processes and Procedures for Direct Funded Contractors (DFCs) Requiring Navy Marine Corps Intranet (NMCI) Access

Attachment 11 - GFP Form

Attachment 12 - NMCI Approval signed 23 September 2013

Attachment 13 - NMCI Approval (Option IV) Signed 18 February 2014

Attachment 14 - Manual Modification N00178-04-D-4119-M80740

All edits are **bolded**.