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| 2. AMENDMENT/MODIFICATION NO. 40 | 3. EFFECTIVE DATE 20-Mar-2017 | 4. REQUISITION/PURCHASE REQ. NO. 1300430445-0001 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N00421 | 7. ADMINISTERED BY (If other than Item 6) CODE | S2404A |

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|--|---|
| NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 maria.mattei-chaney@navy.mil 301-757-5927 | DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151 SCD: C |
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| 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 / N00178-04-D-4119-M811 10B. DATED (SEE ITEM 13) 16-Jul-2012 |
| CAGE CODE 6XWA8 FACILITY CODE | [X] |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

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| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| [] | |
| [] | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| [] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| [X] | D. OTHER (Specify type of modification and authority) 43.103(a)(3) Mutual Agreement |

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

| | |
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| 15A. NAME AND TITLE OF SIGNER (Type or print) Janet G. Gilbert, Contract Representative | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Theresa A Newton, Contracting Officer |
| 15B. CONTRACTOR/OFFEROR /s/Janet G. Gilbert (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA BY /s/Theresa A Newton (Signature of Contracting Officer) |
| 15C. DATE SIGNED 28-Mar-2017 | 16C. DATE SIGNED 28-Mar-2017 |

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GENERAL INFORMATION

The purpose of this modification is to:

Section B: deobligate funds on SLIN 4100-17

Section G: Update Allotment of funds clause SEA 5252.232-9104. 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 decreased from \$41,348,532.44 by \$66,000.00 to \$41,282,532.44.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|------------|-------------|------------|
| 410017 | WCF | 202,043.36 | (66,000.00) | 136,043.36 |

The total value of the order is hereby increased from \$46,864,069.70 by \$0.00 to \$46,864,069.70.

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

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|-----------------|
| 4000 | R425 | Base Period: Labor (Technical, Engineering Products and Services) in support of ACS (Fund Type - TBD) | 1.0 | LO | | | \$12,093,449.90 |
| 400001 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400002 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400003 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400004 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400005 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400006 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400007 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400008 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400009 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400010 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400011 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400012 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400013 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400014 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400015 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400016 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400017 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|------------|------------|-----------------|
| 400018 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400019 | R425 | Funding for CLIN 4000 (Fund Type - TBD) | | | | | |
| 400020 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400022 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400023 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400024 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400025 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400026 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400027 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400028 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400029 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400030 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400031 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400032 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400033 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 400034 | R425 | Funding for CLIN 4000 (O&MN,N) | | | | | |
| 400035 | R425 | Funding for CLIN 4000 (O&MN,N) | | | | | |
| 400036 | R425 | Funding for CLIN 4000 (WCF) | | | | | |
| 4001 | R425 | Base Period: Technical Data in support of CLIN 4000 in accordance with the statement of work (SOW); Not separately priced (Fund Type - TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 4002 | R425 | Increased Capacity (10%) CLIN (in support of CLIN 4000). CPFF (Fund Type - TBD) | 1.0 | LO | ██████████ | ██████████ | \$1,209,344.99 |
| 400201 | R425 | Funds for CLIN 4002 (WCF) | | | | | |
| 4100 | R425 | Option I: Labor (Technical, Engineering Products and Services) to support ACS (Fund Type - TBD) | 1.0 | LO | ██████████ | ██████████ | \$11,440,805.01 |
| 410001 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410002 | R425 | Funding for CLIN 4100 (O&MN,N) | | | | | |
| 410003 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410004 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410005 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410006 | R425 | Funding for CLIN 4100 (WCF) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|------------|------------|-----------------|
| 410007 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410008 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410009 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410010 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410011 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410012 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410013 | R425 | Funding for CLIN 4100 (O&MN,N) | | | | | |
| 410014 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410015 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410016 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 410017 | R425 | Funding for CLIN 4100 (WCF) | | | | | |
| 4101 | R425 | Option I: Technical Data in support of CLIN 4100 in accordance with the Statement of Work (SOW); Not Separately Priced Option (Fund Type - TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| | | Option | | | | | |
| 4102 | R425 | Increased Capacity (10%) CLIN (in support of CLIN 4100). CPFF (Fund Type - TBD) | 1.0 | LO | ██████████ | ██████████ | \$1,270,944.60 |
| | | Option | | | | | |
| 4200 | R425 | Option II: Labor (Technical, Engineering Products and Services) to support ACS (WCF) | 1.0 | LO | ██████████ | ██████████ | \$16,614,192.98 |
| 420001 | R425 | Funding in support of CLIN 4200 (O&MN,N) | | | | | |
| 420002 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420003 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420004 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420005 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420006 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420007 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420008 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 420009 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420010 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420011 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420012 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420013 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420014 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420015 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420016 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420017 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420018 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420019 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420020 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420021 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420022 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420023 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420024 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420025 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420026 | R425 | Funding in support of CLIN 4200 (O&MN,N) | | | | | |
| 420027 | R425 | Funding in support of CLIN 4200 (O&MN,N) | | | | | |
| 420028 | R425 | Funding in support of CLIN 4200 (O&MN,N) | | | | | |
| 420029 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|--------|
| 420030 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420031 | R425 | Funding in support of CLIN 4200 (Fund Type - OTHER) | | | | | |
| 420032 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420033 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 420034 | R425 | Funding in support of CLIN 4200 (WCF) | | | | | |
| 4201 | R425 | Option II: Technical Data in Support of CLIN 4200 in accordance with the Statement of Work (SOW); Not Separately Priced (Fund Type - TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 4202 | R425 | Increased Capacity (10%) CLIN (in support of CLIN 4200). CPFF (Fund Type - TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|----------------|
| 6000 | R425 | Base Period: Other Direct Costs (ODC) in support of CLIN 4000; Cost Reimbursable (Fund Type - TBD) | 1.0 | LO | \$1,474,678.72 |
| 600001 | R425 | Funding for CLIN 6000 (Fund Type - TBD) | | | |
| 600002 | R425 | Funding for CLIN 6000 (WCF) | | | |
| 600003 | R425 | Funding for CLIN 6000 (WCF) | | | |
| 600004 | R425 | Funding for CLIN 6000 (WCF) | | | |
| 600005 | R425 | Funding for CLIN 6000 (WCF) | | | |
| 600006 | R425 | Funding for CLIN 6000 (WCF) | | | |
| 600007 | R425 | Funding for CLIN 6000 (WCF) | | | |
| 6001 | R425 | Increased Capacity (10%) CLIN (in support of CLIN 6000). Cost Reimbursement (Fund Type - TBD) | 1.0 | LO | \$155,726.31 |
| 6002 | R425 | Base Period: NMCI (Fund Type - TBD) | 1.0 | LO | \$95,582.53 |
| 600201 | R425 | Funding for CLIN 6002 (Fund Type - TBD) | | | |
| 600202 | R425 | Funding for CLIN 6002 (WCF) | | | |
| 600203 | R425 | Funding for CLIN 6002 (WCF) | | | |
| 6100 | R425 | Option I: Other Direct Costs (ODC) in support of CLIN 4100; Cost Reimbursable Option (Fund Type - TBD) | 1.0 | LO | \$1,525,172.73 |
| 610001 | R425 | Funding for CLIN 6100 (WCF) | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|----------------|
| 610002 | R425 | Funding for CLIN 6100 (WCF) | | | |
| 610003 | R425 | Funding for CLIN 6100 (WCF) | | | |
| 610004 | R425 | Funding for CLIN 6100 (WCF) | | | |
| 610005 | R425 | Funding for CLIN 6100 (WCF) | | | |
| 6101 | R425 | Increased Capacity (10%) CLIN (in support of CLIN 6100). Cost Reimbursement (Fund Type - TBD) | 1.0 | LO | \$169,583.38 |
| | | Option | | | |
| 6102 | R425 | Option I: NMCI (Fund Type - TBD) | 1.0 | LO | \$225,000.00 |
| 610201 | R425 | Funding for CLIN 6102 (WCF) | | | |
| 610202 | R425 | Funding for CLIN 6102 (WCF) | | | |
| 610203 | R425 | Funding for CLIN 6102 (WCF) | | | |
| 610204 | R425 | Funding for CLIN 6102 (WCF) | | | |
| 610205 | R425 | Funding for CLIN 6102 (WCF) | | | |
| 6200 | R425 | Option II: Other Direct Costs (ODC) in support of CLIN 4200; Cost Reimbursable (Fund Type - TBD) | 1.0 | LO | \$1,645,560.48 |
| 620001 | R425 | Funding in support of CLIN 6200 (WCF) | | | |
| 620002 | R425 | Funding in support of CLIN 6200 (O&MN,N) | | | |
| 620003 | R425 | Funding in support of CLIN 6200 (WCF) | | | |
| 6201 | R425 | Increased Capacity (10%) CLIN (in support of CLIN 6200). Cost Reimbursement (Fund Type - TBD) | 1.0 | LO | \$184,556.05 |
| 6202 | R425 | Option II: NMCI (Fund Type - TBD) | 1.0 | LO | \$200,000.00 |
| 620201 | R425 | Funding in support of CLIN 6202 (WCF) | | | |

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This task order is for a total performance period of three years, inclusive of all options. This task order has cost plus fixed fee line items and cost reimbursable, non-fee bearing, line items.

Cost Plus Fixed Fee CLINs are: 4000, 4100, 4200. Cost Reimbursement CLINs for ODCs are 6000, 6100, 6200 and Non-Fee Bearing CLINs for NMCI are 6002, 6102, 6202.

CLINs 4001, 4101, and 4201 are not separately priced Data CLINs.

CLINs 4002, 4102, 4202 are increased capacity CLINs CPFF, and will be exercised if necessary. CLINs 6001, 6101, and 6201 are also increased capacity CLINs Cost Reimbursable and will be exercised if necessary.

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

The contractor will be required to have a Secret facilities clearance upon award of the task order. The Contractor will not be allowed to access any classified information until a final DD-254 is incorporated as an attachment to the task order award.

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be 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.

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

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

(End of Clause)

ORGANIZATIONAL CHANGE:

As of 01 Oct 2014 AIR-4.5.8 will now be referred to as AIR-4.11.1. Please note that any reference to AIR-4.5.8 in the task order or its attachments in Section J, should be read as AIR-4.11.1.

As of 24 JUN 15 AIR-4.11.1 will be referred to as AIR 4.11.7. Please note that any reference to AIR 4.11.1 in the task order or its attachments in Section J should be read as 4.11.7.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE BASED WORK STATEMENT (PBWS)

AIR TRAFFIC CONTROL SYSTEMS

TECHNICAL, MANAGEMENT, AND ENGINEERING SERVICES

1.0 INTRODUCTION

The Naval Air Warfare Center Aircraft Division (NAWCAD) Air Traffic Control and Landing Systems (ATC&LS) Division, Code 4.5.8, provides the Fleet with the ability to positively identify and track cooperative and non-cooperative targets in both combat and air traffic control environments. To accomplish their objectives, the ATC&LS Division is engaged in systems design, engineering, integration, installation, training, operational support, and in-service engineering for the Navy, Marine Corps, and other DoD activities Air Traffic Control and Landing Systems (ATC&LS).

1.1 SCOPE OF WORK

This Performance Work Statement outlines the requirements for providing program management and engineering support services to accomplish the mission objectives assigned to the Air Traffic Control and Landing Systems Division.

The work under this contract is continuous and ongoing and consists of both management and engineering support. While NAWCAD 4.5.8 Air Traffic Control and Landing Systems Division (ATC&LS) has a wide customer base and a variety of systems to support, the work to be performed under this contract is in direct support of NAWCAD 4.5.8 ATC&LS. The engineering portion of this effort consists of both System Test Planning and System Test and Evaluation. NAWCAD 4.5.8 ATC&LS controls the test procedures and plans even though the systems are provided to a variety of customers. The systems supported under this effort are owned and controlled by NAWCAD 4.5.8 ATC&LS, the contractor shall provide support in the development of procedures, specifications, and test planning. The requirements under this task order are not for the delivery of systems but rather the analysis of data pertaining to NAWCAD 4.5.8 owned specifications and plans.

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1.2 INHERENTLY GOVERNMENTAL FUNCTIONS

No item in the Performance Based Statement of Work (PBSOW) shall be interpreted to have the contractor perform any services that are inherently governmental services or personal services as defined in FAR 2.101. Although not all inclusive, communication areas of specialty which are particular interest to ATC&LS Division including the following:

2.0 APPLICABLE DOCUMENTS

2.1 General. The documents listed below are not necessarily all of the documents referenced herein, but are the ones that are needed in order to fully understand the information provided by this handbook. Unless otherwise specified, the revision level and date for each specification or standard cited within this solicitation/contract shall be the most recent.

2.2 Government documents

2.2.1 Specifications, standards, and handbooks

STANDARDS

DEPARTMENT OF DEFENSE

MIL-HDBK-470A NOT 1 Designing and Developing Maintainable Products and
Systems, Volume I

EIA649 National Consensus Standard for Configuration
Management

MIL-HDBK-502 Acquisition Logistics

2.3 Other Government Documents, Drawings, and Publications

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NAVELEXINST 4000.6D Integrated Logistic Support Policy and
Responsibility

DoD Directive 5000.1 The Defense Acquisition System

OPNAV Instruction 3721.5K Naval Air Traffic Control, Air Navigation Aids and
Landing Systems (NAALS) Program

3.0 REQUIREMENTS

The contractor shall provide technical and management support services to the ATC Systems Division to support its research, design, development, training, and logistic support tasks for the Navy, Marine Corps, and other DoD activities ATC&LS systems and to support the development of PALS systems for Foreign Military Sales (FMS) Case number UK-P-FAE and UK-P-LUP. Performance of this work shall be measured in accordance with the Quality Assurance Surveillance Plan (QASP) (see Attachment 1).

3.1 Technical Support. The contractor shall provide Technical Support to the ATC Systems and ATC&LS programs. Technical support shall be performed in the following areas: Technology Assessment, System Engineering, System Performance Analyses, System Test and Evaluation Support, System Level Procurement Package Development, Training, Local Area Network Support, and Operational Site Maintenance. The following is a list of systems for which support is required:

Operational Precision Approach and Landing Systems (PALS):

AN/SPN-35C Aircraft Control Approach Central

AN/SPN-41/41A Aircraft Approach Control Transmitting Set

AN/TRN-28 Aircraft Approach Control System (AACS)

AN/SPN-46 (V) 1 & (V) 3 Automatic Carrier Landing Systems (ACLS)

AN/SPN-46 (V) Ancillary Equipment

AN/SPN-46 Life Cycle Extension

AN/AYK-14 Computer

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Shipboard Air Traffic Control Systems (SATC)

AN/SPN-43C Radar Set

AN/SPN-42T4 Landing Control Central

Operational Fleet Area Control and Surveillance Facility (FACSFAC) Systems and Peripherals:

AN/FYK-39(V) FACSFAC Air Control Tracking System (FACTS)

AN/FYK-37 FACSFAC Scheduling System (FACSKED)

Navy Scheduling System (NAVSKED)

CV-4346/UPX Target Data Extractor (TDX-2000)

OJ-753/V Display Console

Operational Marine Air Traffic Control and Landing System (MATCAL):

AN/UYK-20/44 Computers

AN/TPN-22 All-weather Landing Subsystem

AN/TSQ-131 Control and Communication Subsystem

AN/TPS-73 Air Traffic Control Subsystem

AN/TPN-30 (A) Marine Remote Area Approach and Landing System

AN/TSQ-216 Remote Landing Site Tower (RLST)

ATC&LS Research and Development Programs:

CVN-78/21

Multifunction Radar (MFR)

Volume Search Radar (VFR)

Joint Precision Approach Landing System (JPALS)

JPALS Backup System

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AN/SPN-35/41/43 LCE Upgrades

AN/SPN-46 T4 Development

Air Surveillance and Precision Approach Radar Control System (ASPARCS)

Next Generation Expeditionary Marine Corps ATC&LS

Expeditionary Precision Approach and Landing Systems (EPALS)

Unmanned Combat Airborne System Navy (UCAS-N)

Shipboard Relative Global Positioning System (SRGPS) Landing Systems

Unmanned Airframe X45 & X47 Support

Shipboard Landing Systems Modifications for (UCAS-N)

Navigation Avionics Platform Integration Emulator (NAPIE)

FACSFAC Jacksonville (FASFAC JAX) Maintenance Equipment

AN/GRC-171 Radio

AN/UYK-7 Computer

RD-358 Tape Drive

AN/UYK-20 Computer

FDIO Flight Data Input/Output Terminal

AN/GRC-211 Radio

OA-7984 Switch Rack Component (Patch Panel)

AN/SSW-1D Data Link

AN/USH-26 Tape Recorder

AN/URC-93 Radio Set

UPA-59B IFF Test Set

TS-2940 UYK-7 Computer Test Set

USQ-74 Data Terminal Set

AN/UGC-49 Teletype

AN/USG-69 Data Terminal Set

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AN/WSC-3 UHF Satellite Transceiver

MX-3195 USQ-20(V) Data Keyset

SB-1299 Switch Rack Component (Patch Panel)

TACO Antenna

Raven Radio Remote Control

CODEX 3600 Modem

AN/GPN-27 Terminal Approach Control Radar

AN/UPX-27 Digital IFF Interrogator

Integrated Range Status System (IRSS)

New Technology Radar Display (NTRD)

D-RAPCON

OTHER DoD ACTIVITIES

AIR FORCE SYSTEMS

AN/TYK-1 NORA (Non Organic Access)

Communications Electronics Equipment Maintenance Complex (CEEMC)

Control and Reporting Center Simulation Package (CRCSP)

Enhanced Terminal Voice Switch ETVS

Motorola VHF/UHF Radios CM 200

UHF Transceiver AN/GRC-171

VHF Transceiver AN/GRC-211

UHF Transceiver (LOS) AN/WSC-3 (V) 6

UHF Transceiver (SATCOM) AN/WSC-3 (V) 2

HF Receiver AN/R1051-G

HF Transmitter AN/T-827

NTDS Component ADSI

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Flight Data Input/Output FDIO

Motorola Codex Modem 3600 Series

IFF Video Decoder UPA-59B

Advanced Integrated Recorder DALR Recorder

Radio Frequency Amplifier AM/2123 (V)

VHF Antenna D-2212

UHF Antenna D-2221

UHF Antenna 401110

Whip Antenna AS-2537A

Whip Antenna AS-3235

Remote Radio Control System Raven Model 428

Target Data Extractor TDX 2000

Various Telco Equipment/CSU-DSU's TELECOMMUNICATIONS

Services under this task order shall include the specific service efforts outlined below. Services shall be performed primarily on site at St. Inigoes, MD and at NAS, Jacksonville, FL. Some services shall be performed off site at contractor's offices, aboard DoD facilities and aboard CV, CVN, LPH, LHA, and LHD class ships.

3.2. Technology Assessment. The purpose of this effort is to assist NAWCAD 4.5.8 in the investigation of promising new technologies that have the potential to improve electronic systems capabilities in the areas of ATC&LS and to provide support during program implementation. In performance of the tasks the contractor shall continuously provide personnel to travel to multiple military installations and contractor facilities within the United States to support Technology Assessment requirements as described within section 3.2. The estimated number of trips within the continental United States (CONUS) is thirty five per year. Provide technology assessment report in accordance with Contract Data Requirements List (CDRL A001).

The contractor shall:

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3.2.1. Review program plans, test and evaluation plans, reports, memoranda, and other technical documentation. Based on the review, prepare draft documentation identifying technical issues and objectives, and provide recommendations on a technical approach to resolve the technical issues and achieve the objectives.

3.2.2. Investigate potential solutions to project-related problems in a technology area. Compare different solutions against the technical requirements and criteria specified by the government. Maintain competency in recent developments and improved products by conducting ongoing market research analysis.

3.2.3. Attend technical and engineering reviews at various locations during which advanced technologies and their potential applications to specified ATC&LS requirements will be considered. Issues to be addressed during these reviews include technical risks, interoperability schedules, and costs. As a result of these reviews the contractor shall:

3.2.3.1 Review program plans, test and evaluation plans, reports, memoranda, and other technical documentation for technical adequacy, reasonableness, and adherence to specification and operational requirements.

3.2.3.2 Provide recommendations on how the assessed technologies fulfill government-specified technical requirements.

3.2.3.3 Provide definitions, suitable for incorporation into a Gantt or other similar time history chart, of the tasks required bringing new technologies into use for ATC&LS programs.

3.2.3.4 Determine potential compatibility and interoperability problems of government specified ATC&LS with other fleet weapons systems or subsystems.

3.2.3.5 Provide technical data on specified tasks including physical resources required, task interdependencies, financial resources, manpower, contractor requirements and schedules for division presentation.

3.2.3.6 Conduct sensitivity analysis for the effects of budget constraints on program implementation.

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3.3. Systems Engineering. The purpose of this effort is to provide technical and management support to obtain logical solutions to complex technical problems associated with ATC&LS development. In performance of the tasks, the contractor shall continuously provide personnel to travel to multiple military installations and contractor facilities within the United States and any other areas outside the continental United States where the Navy and Marine Corps fleet operates to support Systems Engineering requirements as described in sections 3.3. The estimated number of trips in CONUS is thirty per year and the estimated number of trips outside the continental United States (OCONUS) is 5 trips per year.

The contractor shall:

3.3.1. Support the development of system level approaches for government-defined improvements, upgrades, installations, or maintenance to ATC&LS, subsystems, and components.

3.3.1.1. Support the development of documentation to support system acquisition in accordance with DoD Directive 5000.1 for Acquisition Category (ACAT) and non-ACAT programs. This documentation includes, but is not limited to, Operational Requirement Document (ORD), Mission Need Statement (MNS), and Test Evaluation Master Plan (TEMP).

3.3.2. Support development of installation schedules for ATC&LS equipment field changes taking into account the following:

- a. Hardware procurement lead times and the availability of other required resources.
- b. Fleet/agency availability and operational requirements.
- c. Required program completion date.
- d. Availability of funds.

3.3.3. During the systems engineering process, facility requirements shall be considered. Specifically, in support of NAWCAD 4.5.8s efforts to acquire and manage facilities through the NAVY process, the contractor shall:

3.3.3.1 Research, prepare, and maintain technical documentation to support military

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construction projects and other facility-related projects.

3.3.3.1.1 Define technical, space and personnel requirements by preparing DD1391 documentation and Basic Facility Requirements (BFR) documentation. (CDRL A002)

3.3.3.1.2 Prepare various presentations and point papers to support the Government's need for the requirement.

3.3.3.1.3 Participate in planning, design, and various facility-related meetings and provide meeting minutes with a list of action items. (CDRL A003)

3.3.3.1.4 Review documentation and drawings at various submission levels (concept, 60%, 90%, 100%, and final) for accuracy and suitability of the drawings to the needs of the Government.

3.3.3.1.5 During construction provide inputs, as required, for customer requested changes submitted to the Resident Officer In charge of Construction (ROICC) and maintain contact with the ROICC to track the status of the incorporated change requests.

3.3.4 Provide initial training support for ATC&LS. Contractor shall develop training material and provide instruction on the operation and maintenance of selected equipments. (CDRL A004)

3.3.5 Provide financial tracking and budget analysis to support current branch tasking and projection for future requirements. Analyze and track financial obligations, commitments and expenditures, schedules, and performance of government programs. Analyze the effect these factors are having on ATC&LS programs.

3.3.6 Devise and recommend management control techniques to track configuration changes, plans and reports, scheduled vs. actual events, response to requests for technical information, and similar items.

3.3.7 Analyze the specifics of program progress, identifying problem areas in schedule, cost, and resource allocation and propose solutions. Use this analysis to provide recommendations and proposed solutions.

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3.3.8 Analyze program documentation and provide recommended changes to the Government.

3.3.9 Establish and maintain a program summary of progress vs. schedule/plan/milestones, and current resource status.

3.3.10 Maintain a requirements verification matrix (RVM) and associated internal document types, attributes, and templates to allow for the import of requirements.

3.3.11 Conduct independent analyses and provide technical input for the planning, review, analysis, and implementation of logistics support associated with ATC&LS. This shall include, but not be limited to, integrated logistics support plans, provisioning parts lists, spare and repair part lists, support and test equipment lists, maintenance concepts and plans, reliability predictions, logistic support analyses and failure modes, and effect and criticality analyses.

3.3.12 Provide technical inputs and/or review Integrated Logistics Support Plans (ILSPs) for designated systems. This document shall be prepared with reference to MIL-STD-1369 and NAVELEXINST 4000.6D.

3.3.13 Provide technical inputs and/or review Provisioning Parts Lists, Spares and Repair Parts Lists, Support and Test Equipment Lists, and Long Lead Items Lists for designated systems with reference to MIL-STD-1375.

3.3.14 Provide support in the development of, analysis, and implementation studies for each phase of the system life cycle for each logistic element and its associated reporting system.

3.3.15 Conduct independent studies and evaluations of maintenance plans and associated support plans to determine the adequacy of their content and application to current Government procurements with reference to MIL-STD-470B and MIL-STD-471A.

3.3.16 Assess software that is an integrated aspect for the shipboard data link system, subsystem, or component under study to identify and define potential problem areas and recommend solutions.

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3.3.17 Review Logistic Support Analyses and Failure Mode Effects and Criticality Analyses for designated systems with reference to MIL-STD-1388-1A and MIL-STD-1629A.

3.3.18 Submit engineering reports containing the appropriate configuration management documentation or comments to a reviewed configuration management document. (CDRL A005)

3.3.19 Conduct a site survey and prepare a site survey report. (CDRL A006)

3.3.20 Provide system engineering analysis report. (CDRL A007)

3.3.21 Support the development of new construction documentation. (CDRL A008)

3.3.22 Submit minutes of all meetings attended. (CDRL A003)

3.3.23 Submit integrated logistic support documentation.(CDRL A009)

3.4. System Performance Analyses. The purpose of this effort is to analyze proposed solutions to ATC&LS problems (existing systems maintained in government inventory) and to make recommendations. The contractor shall:

3.4.1. Identify required changes, based on system performance analysis, to each proposed solution necessary to satisfy the minimum specified technical requirements of the ATC&LS. Provide system performance analysis report. (CDRL A010)

3.4.2. Recommend changes that improve performance and/or cost efficiency (sensitivity analysis).

3.4.3. Identify elements affecting the integration of government-selected technologies into fleet systems. Element identification shall include the relationships and dependencies between intra-

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and inter-related subsystems and components. Provide systems integration plan. (CDRL A011)

3.4.4. Detail, discuss, and recommend the requirements of integrating each Government selected technology element into the ATC&LS.

3.5. System Test and Evaluation Support. The purpose of this effort is to provide support for the test and evaluation of ATC&LS, subsystems or equipment in accordance with government approved test plans and procedures. In performance of the tasks the contractor shall continuously provide personnel to travel to multiple military installations and contractor facilities within the United States to support System Test and Evaluation requirements as described within section 3.5. The estimated number of trips in CONUS is six per year.

The contractor shall:

3.5.1. Provide system test plan. (CDRL A012)

3.5.2. Support the development of test bed architectures for systems and subsystems in accordance with ATC&LS installations control drawings and system technical manuals.

3.5.3. Support the development of equipment installation and test equipment requirements and insure system interface compatibility with test equipment.

3.5.4. Conduct and/or observe the test and evaluation, document test observations, and evaluate systems or equipment in accordance with government furnished test plans. Provide evaluation report. (CDRL A013)

3.5.5. Perform data analyses, interpretations, and projections in accordance with Acceptance Test Procedures, military standards, or other contracts' Performance Based Work Statements.

3.5.6. Prepare draft program plans, schedules, test reports, and related work estimates.

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3.5.7. Develop draft summary plans and schedules based upon the integration of government approved program plans and schedules.

3.5.8. Provide financial tracking and budget analysis to support current branch tasking and projection for future requirements. Analyze and track financial obligations, commitments and expenditures, schedules, and performance of government programs. Determine the effect these factors are having on ATC&LS programs.

3.6. System Level Procurement Package Development. The purpose of this effort is to translate technical requirements and program constraints on ATC&LS related systems into inputs for acquisition documentation. In addition, this effort is intended to support the production or updating of specifications, statements of work, Data Item Descriptions, etc. applicable to new or existing ATC&LS systems or technical support for these systems.

The contractor shall:

3.6.1. Analyze the technical requirements for acquisitions and prepare preliminary specifications, statements of work, and CDRLs for acquisition documents. This documentation shall be developed in accordance with current DOD guidance and policy.

3.6.2. Input updates into the existing Government owned database, to include: hard copy of contracts, contract deliverables, and their status. This data shall include CDRL number/nomenclature, various submission requirements, deliverable due dates, dates received, status (early/late days) and comment section.

3.6.3. Support technical assessments of contract deliverables including analyses of technical reviews and report on the degree of compliance with the contract technical objectives and requirements. Provide input into Government owned assessment report to support the Government's determination of acceptability of the deliverable.

3.6.4. Review engineering change proposals and support the evaluation of the cost, schedule, conformance, and technical validity of the proposed changes. Provide a technical assessment of the proposed change, recommending alternative approaches, if appropriate, for the Government's use in making a decision on the acceptability of the proposed change.

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3.6.5. Track acquisition packages during the review cycle using data received from government sources. Provide contract status reports, acquisition timeliness, time histories, and procurement tracking. (CDRL A014)

3.7. Information Assurance (IA) Support. The purpose of this effort is to provide IA support services for the ATC&LS designated systems. Provide support for program initiation, demonstration and validation; full scale engineering development, production, deployment, and maintenance. The type of support required is as follows:

a. Concept development and acquisition support.

b. IA support, which shall include:

(1) System Security requirements identification.

(2) System Security requirements analysis.

(3) Preliminary System Security design.

(4) Detailed System Security design.

(5) System Security testing.

c. Operational test and evaluation support and life cycle maintenance tracking.

d. Develop System Security Authorization Agreements (SSAAs) including Certification Test & Evaluation (CT&E) and Security Test & Evaluation (ST&E) procedures.

3.8 Local Area Network Support. The contractor shall provide engineering support services to test, maintain, and recommend improvements to the Air Traffic Control and Landing Systems Lab, (ATC RDT&E lab). Maintain related hardware and software used to support ATC&LS equipment at NAWCAD Patuxent River at St. Inigoes, and at the Landing Systems Test Facility (LSTF), NAWCAD Patuxent River. The ATC RDT&E lab support is comprised of several network servers operating under Microsoft software products. The contractor shall provide support to the ATC RDT&E lab including, but not limited to, maintaining documentation and workstation configuration, installing approved software/hardware to workstations and network

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devices, and performing upgrades as required. Provide inputs for future development of the ATC RDT&E lab support and document and maintain the ATC&LS network configuration from the workstation to the ATC&LS Gateway. (CDRL A015)

3.9. Operational Site Maintenance. The contractor shall provide maintenance support to NAWCAD for the communications equipment at FACSFAC JAX. A monthly progress report detailing all work accomplished under this task shall be prepared and submitted. The progress report shall describe technical assistance and maintenance performed during the reporting period, as well as a summary of training provided. (CDRL A016)

The contractor shall:

- a. Provide preventive, remedial, and emergency maintenance on all installed electronic communication equipment, which supports FACSFAC JAX.
- b. Provide necessary entries to the Command Equipment Operations and Maintenance Log.
- c. Provide On-the-Job Training (OJT) to Navy maintenance personnel/Agency personnel to enable them to independently operate and perform basic preventive and corrective maintenance on the communication equipment at FACSFAC JAX.

3.9.1. Remedial Maintenance. The contractor shall support:

- a. Monitor equipment operation.
- b. Perform operational testing.
- c. Perform mechanical and electronic alignments and adjustments.
- d. Perform and/or install field changes.

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- e. Perform and/or install software changes.
- f. Acquire and record test measurements.
- g. Replace cards, subassemblies, cables, etc., as required, to promptly restore operability.
- h. Provide component level repairs based on test equipment document availability.
- i. Document changes in all pertinent databases and wiring diagrams.

3.9.2. Maintenance Log Book. The contractor shall provide inputs to the command logbook, which shall contain information regarding the work done in conformance with this task order. The logbook entries shall include, but are not limited to:

- a. Daily equipment status
- b. Maintenance or repairs, assistance or accomplishments during each shift
- c. Results of any testing
- d. Contacts with personnel from other commands or agencies
- e. Training sessions including topics covered, personnel present, and time involved
- f. Recommendations to the next shift
- g. Initials of the technician making any entry

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h. Closing summary enumerating equipment down or degraded

3.9.3. Training Requirements. The contractor shall provide OJT to FACSFAC JAX maintenance personnel on communication/multimedia equipment, as requested.

3.9.4. Preventive Maintenance Schedule (PMS). The contractor shall support Military/Agency personnel, as requested, in performance of PMS in accordance with applicable 3M/PMS instructions.

3.10. Shore Facility Support. The contractor shall:

3.10.1. Review Base Electronic System Engineering Plan (BESEP) for shore installations. The contractor shall also support the installation/removal of equipment at shore facilities. As part of the BESEP planning, the contractor shall include recommended schedules, estimated costs, personnel required, list of equipment to be installed/removed, and recommended disposition instructions for equipment removed. Additionally, the contractor shall provide inputs to acquisition documentation in support of approved BESEPs. (CDRL A017)

3.10.2. Support site surveys at FACSFAC sites. (CDRL A006)

4.0 PROGRESS REPORTS

4.1. Progress, Status, and Management Report. Submit a progress report to NAWCAD, St. Inigoes, Code 4.5.8. This report shall directly correspond to the monthly vouchers and any discrepancies shall be explained. The contractor shall notify the government, by letter, when the cost of any task exceeds 75 percent of the tasks estimated cost and include recommendations if the task cannot be completed as estimated. (CDRL A018)

4.2. Funds & Time Expenditure Report. The contractor shall provide funds and time expenditure reports including monthly and year-to-date work hours, hourly rate and travel costs expended per individual by their name and job title. (A019)

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4.3. Voucher Reconciliation Report. For ATC&LS directed efforts the contractor shall generate funds expenditure reports. The contractor shall reconcile monthly vouchers with these cost reports and explain any discrepancies. Submit financial tracking reports separated by sections within the branch. (CDRL A020)

4.4. 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 A024, and contract attachment 15.

5.0 Material. It will be necessary for the contractor to have a material funding allocation to immediately respond to system development requirements, system failures, and system operational requirements. All incidental material purchases will be approved per the H-2 Clause, Restriction on the Direct Charging of Material. (CDRL A021)

6.0 GOVERNMENT FURNISHED FACILITIES AND MATERIAL

6.1 Government Furnished and Accessible Facilities. The government will provide facilities or access to facilities and equipment in which to perform applicable Performance Based Work Statement requirements. These facilities are equipped with office furniture. These facilities are located at Patuxent River, St. Inigoes, Maryland, and Jacksonville, Florida. The government will utilize the following facilities for full-time staffing by the contractor:

a. Building 8111

| | |
|---------|-----------------|
| Room 2 | 96 square feet |
| Room 9 | 104 square feet |
| Room10 | 152 square feet |
| Room 12 | 144 square feet |
| Room 13 | 176 square feet |
| Room 15 | 272 square feet |
| Room 22 | 140 square feet |

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b. Building 3295

Room 2 117 square feet

c. Building 8270

Room 121 1445 square feet

Room 226 118 square feet

Room 230 480 square feet

d. Building 8271

Room 104 320 square feet

Room 113 192 square feet

Room 115 187 square feet

Room 154 139 square feet

Room 155 166 square feet

Room 156 284 square feet

Room 160 162 square feet

Room 161 166 square feet

Room 162 166 square feet

Room 163 166 square feet

Room 164 263 square feet

Room 169 160 square feet

Room 173 232 square feet

Room 174 218 square feet

e. Building 2110-100

Room 2 101 square feet

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Room 3 106 square feet
Room 6 169 square feet
Room 11 239 square feet
Room 23 341 square feet
Room 37 159 square feet

f. The Jacksonville, Florida maintenance space is Building 118 Room 155 and consists of approximately 170 square feet.

6.2 Government Furnished Property. The contractor shall maintain records of all Government Furnished Property (GFP) in accordance with DFARS 252.211-7007, Reporting of Government-Furnished Equipment in the DOD Item Unique Identification (IUID) Registry. GFP that will be furnished under this contract are listed below.

- Dell T5500; Serial # 6C7TVN1
- Supermicro 813M-2 Rack Mount System; Serial # S5FGTMT11121229
- Supermicro 5015B-MT Rack Mount System; Serial # S5AFBMT11202634
- Allienware Laptop and Power Supply; Serial # C6MW4Q1
- Netgear ReadyNAS2100 RNR 4410 4x1TB Hard Drive; Part # RNRX4410-100NAS; Serial # 2A6106RW00177
- Western Digital My Elements USB Drive; Serial # WCAV5C748897; Govt. Tag # 146
- Western Digital My Elements USB Drive; Serial # WCAV5C707051; Govt. Tag # 148
- Western Digital My Elements USB Drive; Serial # WCAV5C236230; Govt. Tag # 150
- Western Digital My Passport USB Drive; Serial # WXN109884277; Govt. Tag # 020
- Western Digital My Passport USB Drive; Serial # WXN209L5A585; Govt. Tag # 025
- Buffalo USB Drive; Serial # 45503580612326
- Seagate USB Drive; Serial # 2GH37P2Z; Govt. Tag #137
- Western Digital My Passport USB Drive; Serial # WXK1CB1P9482; Govt. Tag # 225
- Western Digital My Passport USB Drive; Serial # WXK1CBP9506; Govt. Tag # 226

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- Western Digital My Passport USB Drive; Serial # WXK1CB182353; Govt. Tag # 227
- Panasonic Toughbook CF-31 with A/C Power Adapter System S/N: 2BTYA45
- A/C Power Adapter S/N: 5713AM112104165A
- Ultra Electronics Range Guardian Console Kit with Pelican Case S/N: GRDN-RSI-ADSI-150155

GFP held under this task order may be used to support other projects related to this program on a rent-free basis, as directed by the government. Additional GFP required may be added to this task by the government and will be included in modifications to this task. Upon completion of this task, GFP provided will be transferred to the follow-on effort or returned to the government as directed by the COR.

6.3 Contractor Furnished Equipment. The contractor shall furnish all necessary office support equipment necessary to support the tasks outlined in the Performance Based Work Statement. In addition, the cost of general purpose business items, expenses required for the contractor to conduct its normal business operations, will not be considered an allowable direct cost in the performance of this contract. General-purpose business items include but are not limited to the cost for items such as telephone and telephone charges, printers, copiers, and other office equipment and supplies.

7.0 TRAVEL

The contractor may be required to travel off-site to attend meetings and conferences with NAWCAD personnel to provide support services and technical assistance. Trip reports shall be provided in accordance with CDRL A022 for each trip. The contractor may, on occasion, be required to provide transportation to Government members of the TDY team when it is deemed most economical to the Government and is otherwise in the Government's best interest and the cost for such transportation will be reimbursed in accordance with the ODC CLINs included in this contract. (CDRL A022)

8.0 IT INFORMATION

The Government will provide all necessary reference documents not generally available to the Contractor as required. Throughout the life of the contract, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this SOW.

The Contractor shall not purchase any Information Technology (IT) equipment on behalf of

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NAVAIR in support of this Contract without a Naval Air Systems Command (NAVAIR) Command Information Officer (CIO) signed "IT" approval.

It is the Government's responsibility to ensure that any "IT" procurement (hardware/hardware maintenance, software/software maintenance, support services, web services, telecommunications, etc.) procured by the Contractor under the scope of this Contract/Task Order that contains "IT" meet the following requirements.

The following paragraphs are for information only:

8.1 Clinger-Cohen Act: This clause is **required** in all IT procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA) requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. In accordance with the following Department of Defense Directive (DoDD), Department of Defense Instruction (DoDI), Office of the Secretary of Defense (OSD) memo, and Secretary of the Navy Instruction (SECNAVINST), CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's Chief Information Officer (CIO) to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance (IA) strategy depends on the Acquisition Category (ACAT).

- a. DoDD Number 5000.01 "The Defense Acquisition System," May 12, 2003, Certified Current as of November 20, 2007
- b. DoDI 5000.02, "Operation of the Defense Acquisition System," December 8, 2008
- c. OSD Memo, "Clinger-Cohen Act Compliance Policy," Mar 8 2002
- d. SECNAVINST 5000.2D, "Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System," October 16, 2008

8.2 System Software / Application Compliance:

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

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8.3 Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services:

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

a. OMB Management of Federal Information Resources, OMB CIRCULAR NO. A-130

Revised http://www.whitehouse.gov/omb/circulars_a130_a130trans4

b. OMB Policies for Federal Agency Public Websites, OMB M-05-04

<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-04.pdf>

c. Section 508, Rehabilitation Act of 1973 <http://www.section508.gov/>

d. Department of Defense Web Policies and Guidelines <http://www.defense.gov/webmasters>

e. Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team

Website <https://www.nioc-norfolk.navy.mil/wra/index.html>

f. DON Policy for Content of Publicly Accessible World Wide Web Sites SECNAVINST

5720.47B <http://www.doncio.navy.mil/PolicyView.aspx?ID=421>

g. NAVAIR CIO Website (NAVAIR specific policy and guidelines

https://mynavair.navair.navy.mil/portal/server.pt/community/dcio_applications_integration_business_intelligence_%287_2_2%29/1491/web_enablement/57583

h. DISA Hosting of All Navy Websites (NAVADMIN 061/08)

<http://www.npc.navy.mil/NR/rdonlyres/A4E463D0-02AF-4094-A054->

[BB1D807F631B/0/NAV08061.txt](http://www.npc.navy.mil/NR/rdonlyres/A4E463D0-02AF-4094-A054-BB1D807F631B/0/NAV08061.txt)

i. Consolidation of Navy Web Sites - Reduction of IM/IT Footprint NAVADMIN 145/07

<http://www.npc.navy.mil/NR/rdonlyres/787908B8-55E8-4A6F-9BD8->

[A74B3C0824F0/0/NAV07145.txt](http://www.npc.navy.mil/NR/rdonlyres/787908B8-55E8-4A6F-9BD8-A74B3C0824F0/0/NAV07145.txt)

j. DON Web Presence Policy: The Registration, Compliance of, and Investment in, All

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Unclassified Web Sites and Uniform Resource Locators

<http://www.doncio.navy.mil/PolicyView.aspx?ID=577>

8.4 Information Assurance (IA): This is required on all DON Contracts

NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout the DON. The DON CIO is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

"All IA shall be in compliance with the following listed instructions to include those referenced within the below listing:

- a. ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, July 31, 2009
- b. (Chairman of the Joint Chiefs of Staff Instruction) CJCSI 3170.01G (series), “Joint Capabilities Integration and Development System”, 1 March 2009
- c. CJCSI 6211.02C (series) – “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008
- d. CJCSI 6212.01E (series) – “Interoperability and Supportability of Information Technology and National Security Systems,” 15 December 2008
- e. CJCSI 6250.01C (series) – “Satellite Communications,” 30 April 2007
- f. CJCSI 6510.01E, “Information Assurance (IA) and Computer Network Defense (CND),” 15 August 2007
- g. (Chairman of the Joint Chiefs of Staff Manual) CJCSM 6510.01A – “Information Assurance (IA) and Computer Network Defense (CND) Volume I (Incident Handling Program”, 24 June 2009
- h. [Chief of Naval Operations/Headquarters, United States Marine Corps] CNO N614/HQMC C4 – "Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0," 31 October 2002
- i. Defense Acquisition Guidebook – Chapter 7 “Acquiring Information Technology, Including

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National Security Systems,”; Section 7.5 “Information Assurance (IA)”

j. DoD 5220.22-M, “National Industrial Security Program Operating Manual,” February 28, 2006 (NISPOM)

k. DoD 8570.01-M, “Information Assurance Workforce Improvement Program”, 19 Dec 2005 (Incorporating Change 2, Feb 25, 2010)

l. DoDD 8000.01 “Management of the Department of Defense Information Enterprise,” February 10, 2009

m. DoDD 8100.02, “Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007

n. DoDD 8500.01E (series), “Information Assurance (IA),” October 24, 2002, Certified Current as of April 23, 2007

o. DoDD 8570.01 “Information Assurance Training, Certification, and Workforce Management,” August 5, 2004, Certified Current as of April 23, 2007

p. DoDI 4630.8, “Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS),” June 30, 2004

q. DoDI 8500.2, “Information Assurance Implementation,” February 6, 2003

r. DoDI 8510.01, “DoD Information Assurance Certification and Accreditation Process (DIACAP),” November 28, 2007

s. DoDI 8520.2, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling, April 1, 2004

t. DoDI 8551.1, “Ports, Protocols, and Services Management (PPSM),” August 13, 2004

u. DoDI 8580.1, “Information Assurance in the Defense Acquisition System,” July 9, 2004

v. DoDI 8581.01, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense,” June 8, 2010

w. DON CIO Memo 02-10, “Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information

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Technology,” 26 April 2010

x. DON ltr 5239 NAVAIR 726/2322 of 18 Feb 09, “NAVAIR Data at Rest Policy”

y. Federal Information Processing Standards Publications (FIPS PUB)

[<http://www.itl.nist.gov/fipspubs/by-num.htm>]

z. (National Security Telecommunications and Information Systems Security Policy)

NSTISSP No. 11, “Revised Fact Sheet National Information Assurance Acquisition Policy,” July 2003

aa. (Office of the Chief of Naval Operations) OPNAV INST 5239.1C, “Navy Information Assurance (IA) Program,” 20 Aug 08

bb. SECNAV M-5239.1, “Department of the Navy Information Assurance Program; Information Assurance Manual,” November 2005

cc. SECNAVINST 5230.15, “Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software,” 10 April 2009

dd. SECNAVINST 5239.3B, “Department of the Navy Information Assurance Policy,” June 17, 2009

ee. SECNAVINST 5239.19, “Department of the Navy Computer Network Incident Response and Reporting Requirements,” 18 March 2008

ff. The National Security Act of 1947

gg. Title 40/Clinger-Cohen Act

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA Manager is available via the NAVAIR portal at

https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_0_856_0_-

[1_47/http://C27VMWARPAXR274.nadsusea.nads.navy.mil;11930/collab/do/document/overview?projID=135128&documentID=290394](http://C27VMWARPAXR274.nadsusea.nads.navy.mil;11930/collab/do/document/overview?projID=135128&documentID=290394)

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All IT procured on behalf of NAVAIR shall meet all DoD/DON and NAVAIR IA policies. Failure to follow these policies will result in denied access to NMCI, One Net, Integrated Shipboard Network System (ISNS) and other DON, DoD and Joint Networks. These IA policies are standard across the Department and ensure IA compatibility and interoperability.

IT systems and or networks operated by contractors subsequent to a NAVAIR contract, regardless of the level of data processed shall be operated and in accordance with the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet DoDI 8500.2 IA Controls, is subject to validation scanning and must be approved by the NAVAIR site IA Manager prior to connection. The following specific criteria must be met before being connected to any DoD or NAVAIR network in support of this contract.

Requirements include:

- a. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DoD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- b. Extent of Validation Scanning. To prevent scanning of "corporate" assets, all such networks, equipment and connections shall be physically segregated from any government/contractor "corporate" networks that are not in direct support of DoD contracts;
- c. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6211.02C (series), "Defense Information System Network (DISN): Policy and Responsibilities," 9 July 2008;
- d. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- e. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

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8.5 Enterprise Architecture:

- a. Contractor Networks and Connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access non-government, external IP space via the NAVAIR provided Virtual Private Network (VPN) Outreach service or NAVAIR CIO approved Internet Protocol (IP) service.
- b. Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.
- c. Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.
- d. IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

9.0 WORK SCHEDULE. 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 COR, may allow its employees to work

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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. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime.

Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

10.0 OPERATIONS SECURITY (OPSEC). The contractor is required to provide OPSEC protection for all classified information and sensitive information, pursuant to the National Security Decision Directive 298 of 22 January 1988. The current editions of DoD Manual 5200.1-R Information Security Program Regulation, Chapter IX and OPNAVINST 3432.1 Operations Security, shall be used as guidance. In order to meet this requirement, the contractor shall develop, implement and maintain a facility level OPSEC program in accordance with CDRL A023 to protect classified and sensitive information to be used at a contractor's and subcontractor's facilities during the performance of this contract. The contractor's OPSEC program shall be described in a facility level OPSEC planning document. The contractor shall submit the document to the government for approval. The contractor is responsible for subcontractor implementation of the OPSEC program requirement for this contract. (CDRL A023)

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 NAVSEA 5252.216-9122 Level of Effort Clause (DEC 2000) shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of 2,784 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 work schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the work schedule. At the conclusion of the civilian furlough period, the 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

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252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N)

REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy

(SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms.

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

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate reinvestigations 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.

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SECTION D PACKAGING AND MARKING

Note: All the provisions and clauses of Section D of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

CLIN's 4000, 4001 and Option Items 4002, 4100, 4101, 4102, 4200, 4201 and 4202 - Packaging and marking are not applicable to these items.

CLIN's 6000 and Option Items 6001, 6100, 6101, 6200 and 6201- Packaging and marking shall be in accordance with best commercial practices.

Block 11:

Naval Air Warfare Center, Aircraft Division
Villa Road, Unit 11, Building 8185
St. Inigoes, MD 20684-0010

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: Name of Individual Sponsor

Name of Requiring Activity

City and State

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SECTION E INSPECTION AND ACCEPTANCE

Note: All the provisions and clauses of Section E of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Labor CLINs (4000, 4100 and 4200) will be inspected in accordance with the QASP (Attachment 1) and accepted via DD 250.

Data CLINS (4001, 4101 and 4201) will be inspected in accordance with the QASP (Attachment 1) and accepted in accordance with Exhibit A.

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance Plan (QASP), Attachment 1 to the contract.

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [\[Attachment 5, NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form\]](#). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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

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

(b) Barrett Straub, COR
(301) 995-8300

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

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continuous escort service for the contractor's representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|-----------------------|
| 4000 | 7/16/2012 - 7/15/2013 |
| 4001 | 7/16/2012 - 7/15/2013 |
| 4002 | 7/16/2012 - 7/15/2013 |
| 4100 | 7/16/2013 - 7/15/2014 |
| 4200 | 7/16/2014 - 5/31/2016 |
| 4201 | 7/16/2014 - 5/31/2016 |
| 4202 | 7/16/2014 - 5/31/2016 |
| 6000 | 7/16/2012 - 7/15/2013 |
| 6001 | 7/16/2012 - 7/15/2013 |
| 6002 | 7/16/2012 - 7/15/2013 |
| 6100 | 7/16/2013 - 7/15/2014 |
| 6102 | 7/16/2013 - 7/15/2014 |
| 6200 | 7/16/2014 - 5/31/2016 |
| 6201 | 7/16/2014 - 5/31/2016 |
| 6202 | 7/16/2014 - 5/31/2016 |

Note: All the provisions and clauses of Section F of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

CLIN - DELIVERIES OR PERFORMANCE

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

| | |
|------|-------------------------|
| 4000 | 07/16/2012 - 07/15/2013 |
| 4001 | 07/16/2012 - 07/15/2013 |
| 4002 | 07/16/2012 - 07/15/2013 |
| 6000 | 07/16/2012 - 07/15/2013 |
| 6001 | 07/16/2012 - 07/15/2013 |

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

| | |
|-------------|--------------------------------|
| 4100 | 07/16/2013 - 07/15/2014 |
| 4101 | 07/16/2013 - 07/15/2014 |
| 4102 | 07/16/2013 - 07/15/2014 |
| 6100 | 07/16/2013 - 07/15/2014 |
| 6101 | 07/16/2013 - 07/15/2014 |
| 4200 | 07/16/2014 - 05/31/2016 |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
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4201 07/16/2014 - 05/31/2016

4202 07/16/2014 - 03/31/2016

6200 07/16/2014 - 05/31/2016

6201 07/16/2014 - 03/31/2016

6202 07/16/2014 - 05/31/2016

Services to be performed hereunder will be provided at approximately 95% Government on-site and 5% Contractor off-site.

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, N/A

(2) ACO, DCMA Manassas S2404A

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: **SEE CDRLS**

| | | | | |
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SECTION G CONTRACT ADMINISTRATION DATA

Note: All provisions and clauses of Section G of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

Type of Contract

This is a Cost Plus Fixed Fee level of effort task order.
allot

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (JAN 2012)

(a) The Contracting Officer has designated/appointed

Barrett Straub, 4.5.8.2 (COR)
(301) 995-8826
barrett.straub@Navy.mil

Amy Brown, 4.5.8 (ACOR)
(301) 995-8300
Amy.M.Brown@Navy.mil

as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

1. ensure contractor personnel requiring access to the Patuxent River Naval Air Station and the Webster Field Annex, St. Inigoes, Maryland adhere to the check-in and out procedures outlined in NASPAXRIVINST 5510.15Q;
2. work cooperatively with members of the acquisition team;
3. if a classified contract, identify contract requirements and changes as they occur to the COSR;
4. review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;
5. perform the role and responsibilities in the CPARS process to include maintaining documentation that supports the CPARS assessments;
6. if a labor hour contract (level of effort) or order, review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed;
7. provide an independent government estimate of desired or ordered work;
8. keep track of funds expended and remaining funds available so as not to overspend on the contract or order;
9. except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government;

| | | | | |
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10. pay particular attention to the timely review of invoices;
11. obtain refresher training as required;
12. promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
 - (a) any violation of or deviation from the technical requirements of the contract or order;
 - (b) inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;
 - (c) any contractor request for changes to the contract;
 - (d) issues that require clarification or resolution;
 - (e) inconsistencies between invoiced charges and performance, including the use of improper labor categories;
 - (f) instances where funds may be insufficient to complete the contract or order;
 - (g) conditions requiring a replacement for you as COR; and
 - (h) improper use of government material, equipment, or property.
13. ensure the contract does not become a vehicle for personal services;
14. review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and
15. when required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.
 - (b) The effective period of the COR designation/appointment is from 13 July 2012 to 12 July 2015.

PGI 204.7108 (d) 012 OTHER

Payment needs to be based on projects not funding and/or ACRNs. Tracking by ACRN, the customer loses the visibility to the project which is needed due to multiple sponsors, DFAR clauses 252.204-001 thru 011 cannot be applied, therefore use 012 and pay from the ACRN cited on the invoice. Contractor is advised on what ACRNs to cite on the invoice.

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

(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

| | | | | |
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<https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

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

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

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

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

Issue DODAAC

Admin DODAAC

Block 6 on Task Order
Cover

| | | | | |
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| | |
|-------------------------|---------------------------------|
| Pay Office DODAAC | Block 12 on Task Order Cover |
| Inspector DODAAC | _____ |
| Service Acceptor DODAAC | _____ |
| Service Approver DODAAC | _____ |
| Ship To DODAAC | See Section F |
| DCAA Auditor DODAAC | _____ |
| LPO DODAAC | _____ |
| Inspection Location | See Section E |
| Acceptance Location | See Section E |

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

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

| |
|--|
| Send Additional Email Notification To: |
| barrett.straub@navy.mil |
| |

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above

| | | | | |
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1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

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

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

"SEE ACCOUNTING DATA BELOW"

- (f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

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

- (a) Contract Administration Office.

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

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are 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>.

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:

| | | | | |
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As of MOD M811-40

| ITEM(S) | ALLOTTED TO COST | ALLOTTED TO FEE | ESTIMATED PERIOD OF PERFORMANCE |
|-------------|---------------------|-----------------|-----------------------------------|
| 4000 | ██████████ | ██████████ | 16 July 2012 - 15 July 2013 |
| 4002 | ██████████ | ██████████ | 16 July 2012 - 15 July 2013 |
| 6000 | \$249,360.49 | | 16 July 2012 - 09 May 2013 |
| 6002 | \$95,582.53 | | 16 July 2012 - 15 July 2013 |
| 4100 | ██████████ | ██████████ | 16 July 2013 - 15 July 2014 |
| 6100 | \$410,161.02 | | 16 July 2013 - 15 July 2014 |
| 6102 | \$225,000.00 | | 16 July 2013 - 15 July 2014 |
| 4200 | ██████████ | ██████████ | 16 July 2014 - 31 May 2016 |
| 6200 | \$173,236.00 | | 16 July 2014 - 31 May 2016 |
| 6202 | \$100,000 | | 16 July 2014 - 31 May 2016 |

(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 4000, 6002, 6102, and 6202 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.

5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR)(DEC 2012)

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL [insert appropriate CDRL number]. 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 A024. 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

| | | | | |
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shall state "Not Applicable". The data tables outlined in Attachment [insert appropriate contract attachment number] shall be utilized as required herein and attached to the report.

(a) Incurred Costs:

(1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment [insert appropriate contract attachment number].

(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 [insert appropriate contract attachment number]. 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 [insert appropriate contract attachment number]. 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, Saving Clause."

(b) Progress: A description of progress made during the invoice period by [insert the level of progress desired: e.g. by labor category or 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.

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------------|----------|
| 400001 | 1300278587-0001 | 30000.00 |
| LLA : | | |
| AA 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001253516 | | |
| CIN: 130027858700001 | | |
| 400002 | 1300278587-0001 | 10000.00 |
| LLA : | | |
| AB 97X4930 NH2A 255 77777 0 050120 2F 000000 A10001253516 | | |
| CIN: 130027858700002 | | |
| 400003 | 1300278587-0001 | 35000.00 |
| LLA : | | |
| AC 97X4930 NH2A 255 77777 0 050120 2F 000000 A20001253516 | | |
| CIN: 130027858700003 | | |
| 400004 | 1300278587-0001 | 50000.00 |

| | | | | |
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LLA :
AD 97X4930 NH2A 255 77777 0 050120 2F 000000 A30001253516
CIN: 130027858700004

400005 1300278587-0001 100000.00
LLA :
AE 97X4930 NH2A 255 77777 0 050120 2F 000000 A40001253516
CIN: 130027858700006

400006 1300278587-0001 20000.00
LLA :
AF 97X4930 NH2A 255 77777 0 050120 2F 000000 A50001253516
CIN: 130027858700007

400007 1300278587-0001 25000.00
LLA :
AG 97X4930 NH2A 255 77777 0 050120 2F 000000 A60001253516
CIN: 130027858700008

400008 1300278587-00001 25000.00
LLA :
AH 97X4930 NH2A 255 77777 0 050120 2F 000000 A70001253516
CIN: 130027858700009

400009 1300278587-0001 25000.00
LLA :
AJ 97X4930 NH2A 255 77777 0 050120 2F 000000 A80001253516
CIN: 130027858700010

400010 1300278587-0001 25000.00
LLA :
AK 97X4930 NH2A 255 77777 0 050120 2F 000000 A90001253516
CIN: 130027858700011

400011 1300278587-0001 20000.00
LLA :
AL 97X4930 NH2A 255 77777 0 050120 2F 000000 B00001253516
CIN: 130027858700012

400012 1300278587-0001 15000.00
LLA :
AM 97X4930 NH2A 255 77777 0 050120 2F 000000 B10001253516
CIN: 130027858700013

400013 1300278587-0001 100000.00
LLA :
AN 97X4930 NH2A 255 77777 0 050120 2F 000000 B20001253516
CIN: 130027858700014

400014 1300278587-0001 50000.00
LLA :
AP 97X4930 NH2A 255 77777 0 050120 2F 000000 B60001253516
CIN: 130027858700015

400015 1300278587-0001 20000.00
LLA :
AQ 97X4930 NH2A 255 77777 0 050120 2F 000000 B70001253516
CIN: 130027858700017

600001 1300278587-0001 25000.00
LLA :
AA 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001253516
CIN: 130027858700016

BASE Funding 575000.00
Cumulative Funding 575000.00

MOD 01

400016 1300288745-0001 118620.00
LLA :

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AR 1721804 60AE 253 57012 Y 060951 2D C002BO 5701221NFORQ
CIN: 130028874500006

400017 1300288745-0001 75760.00
LLA :
AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001338486
CIN: 130028874500007

400018 1300288745-0001 105485.26
LLA :
AT 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001338486
CIN: 130028874500008

400019 1300288745-0001 20000.00
LLA :
AU 2122020 0000 5E5 E4732 4 774403 1E 7S0102 1JON29MA3ACR NMIPR2FQKOMA107
CIN: 130028874500009
MIPER: MIPR2FQKOMA107

600201 1300288745-0001 82584.34
LLA :
AR 1721804 60AE 253 57012 Y 060951 2D C002BO 5701221NFORQ
CIN: 130028874500005

MOD 01 Funding 402449.60
Cumulative Funding 977449.60

MOD 02

400016 1300288745-0001 (360.00)
LLA :
AR 1721804 60AE 253 57012 Y 060951 2D C002BO 5701221NFORQ
CIN: 130028874500006

MOD 02 Funding -360.00
Cumulative Funding 977089.60

MOD 03

400020 1300302891 167781.00
LLA :
AV 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001383811
CIN 130030289100001

400022 1300302891 166000.00
LLA :
AX 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001383811
CIN 130030289100004

400023 1300302891 100000.00
LLA :
AY 97X4930 NH2A 252 77777 0 050120 2F 000000 A30001383811
CIN 130030289100005

400024 1300302891 56927.82
LLA :
AZ 97X4930 NH2A 252 77777 0 050120 2F 000000 A40001383811
CIN 130030289100006

400025 1300302891 182421.48
LLA :
BA 97X4930 NH2A 252 77777 0 050120 2F 000000 A60001383811
CIN 130030289100008

400026 1300302891 40000.00
LLA :

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BB 97X4930 NH2A 252 77777 0 050120 2F 000000 B00001383811
CIN 130030289100013

400027 1300302891 30000.00

LLA :

BC 97X4930 NH2A 252 77777 0 050120 2F 000000 B60001383811
CIN 130030289100019

400028 1300302891 25187.61

LLA :

BJ 97X4930 NH2A 252 77777 0 050120 2F 000000 B50001383811
CIN 130030289100007

600002 1300302891 25000.00

LLA :

BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A90001383811
CIN 130030289100014

600003 1300302891 20000.00

LLA :

BE 97X4930 NH2A 252 77777 0 050120 2F 000000 B10001383811
CIN 130030289100015

600004 1300302891 3429.28

LLA :

BF 97X4930 NH2A 252 77777 0 050120 2F 000000 B20001383811
CIN 130030289100016

600005 1300302891 3740.04

LLA :

BG 97X4930 NH2A 252 77777 0 050120 2F 000000 B30001383811
CIN 130030289100017

600006 1300302891 3191.17

LLA :

BH 97X4930 NH2A 252 77777 0 050120 2F 000000 B40001383811
CIN 130030289100018

MOD 03 Funding 823678.40
Cumulative Funding 1800768.00

MOD 04

400029 1300309392 143072.18

LLA :

BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001442281
CIN 130030939200002

400030 1300309392 52000.00

LLA :

BL 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001442281
CIN 130030939200003

400031 1300309392 3500000.00

LLA :

BM 97X4930 NH2A 252 77777 0 050120 2F 000000 A30001442281
CIN 130030939200004

400032 1300309392 350000.00

LLA :

BN 97X4930 NH2A 252 77777 0 050120 2F 000000 A40001442281
CIN 130030939200006

600007 1300309392 169000.00

LLA :

BM 97X4930 NH2A 252 77777 0 050120 2F 000000 A30001442281
CIN 130030939200005

MOD 04 Funding 4214072.18
Cumulative Funding 6014840.18

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MOD 05

400033 1300324875 4000000.00
 LLA :
 BP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001547397
 CIN 130032487500001

400034 1300324875 211390.40
 LLA :
 BQ 1731804 60AE 252 57012 Y 060951 2D C002BO 5701231NR0QQ
 CIN 130032487500002

600202 1300324875 9516.47
 LLA :
 BR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001547397
 CIN 130032487500003

MOD 05 Funding 4220906.87
 Cumulative Funding 10235747.05

MOD 06

400035 1300348599 3750.00
 LLA :
 BS 1731804 60AE 252 57012 Y 060951 2D C002BO 5701231NR0QQ
 CIN 130034859900002

400036 130348599 2195414.15
 LLA :
 BT 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001716337
 CIN 130034859900001

600203 1300348599 3481.72
 LLA :
 BT 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001716337
 CIN 130034859900003

MOD 06 Funding 2202645.87
 Cumulative Funding 12438392.92

MOD 07 Funding 0.00
 Cumulative Funding 12438392.92

MOD 08

400201 1300355965 500000.00
 LLA :
 BU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001766298
 CIN 130035596500001

MOD 08 Funding 500000.00
 Cumulative Funding 12938392.92

MOD 09

410001 1300349403 2845171.60
 LLA :
 BV 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001771554
 CIN 130034940300002

410002 1300349403 207640.40
 LLA :
 BW 1731804 60AE 252 57012 Y 060951 2D C002BO 5701231NR0QQ
 CIN 130034940300005

610001 1300349403 15000.00
 LLA :
 BV 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001771554

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CIN 130034940300003

MOD 09 Funding 3067812.00
Cumulative Funding 16006204.92

MOD 10

610201 1300349403 54338.91
LLA :
BV 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001771554
CIN 130034940300006

MOD 10 Funding 54338.91
Cumulative Funding 16060543.83

MOD 11

410003 1300372415 189000.00
LLA :
BX 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001862167
CIN 130037241500003

410004 1300372415 165000.00
LLA :
BZ 97X4930 NH2A 252 77777 0 050120 2F 000000 A30001862167
CIN 130037241500004

410005 1300372415 19133.72
LLA :
CA 97X4930 NH2A 252 77777 0 050120 2F 000000 A40001862167
CIN 130037241500005

410006 1300372415 20203.00
LLA :
CB 97X4930 NH2A 252 77777 0 050120 2F 000000 A50001862167
CIN 130037241500006

410007 1300372415 11311.65
LLA :
CC 97X4930 NH2A 252 77777 0 050120 2F 000000 A60001862167
CIN 130037241500007

410008 1300372415 35522.46
LLA :
CD 97X4930 NH2A 252 77777 0 050120 2F 000000 A70001862167
CIN 130037241500008

410009 1300372415 97081.20
LLA :
CE 97X4930 NH2A 252 77777 0 050120 2F 000000 A80001862167
CIN 130037241500009

610202 1300372415 50000.00
LLA :
BY 97X4930 NH2A 252 77777 0 050120 2F 000000 A20001862167
CIN 130037241500002

MOD 11 Funding 587252.03
Cumulative Funding 16647795.86

MOD 12

410010 1300381875 453470.00
LLA :
CF 1731804 4A4A 257 00019 0 050120 2D 000000 A00001948921
CIN: 130038187500001

MOD 12 Funding 453470.00

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Cumulative Funding 17101265.86

MOD 13 Funding 0.00

Cumulative Funding 17101265.86

MOD 14

410011 1300386558 100000.00
 LLA :
 CG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001991750
 CIN 130038655800001

610002 1300386558 75000.00
 LLA :
 CH 97X4930 NH2A 252 77777 0 050120 2F 000000 A10001991750
 CIN 130038655800002

MOD 14 Funding 175000.00
 Cumulative Funding 17276265.86

MOD 15 Funding 0.00
 Cumulative Funding 17276265.86

MOD 16

410012 1300391893 1500000.00
 LLA :
 CJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002037430
 CIN 130039189300002

610003 1300391893 207661.02
 LLA :
 CK 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002037430
 CIN: 130039189300003

MOD 16 Funding 1707661.02
 Cumulative Funding 18983926.88

MOD 17 Funding 0.00
 Cumulative Funding 18983926.88

MOD 18

410013 1300404446 208000.00
 LLA :
 CL 1741804 60AE 252 57012 Y 060951 2D C002BO 5701241RN0QQ
 CIN 130040444600001

410014 1300404446 34227.62
 LLA :
 CM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002135779
 CIN 130040444600002

410015 1300404446 3900000.00
 LLA :
 CN 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002135779
 CIN 130040444600003

610004 1300404446 15000.00
 LLA :
 CN 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002135779
 CIN 130040444600004

610203 1300404446 32000.00
 LLA :
 CN 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002135779
 CIN 130040444600005

MOD 18 Funding 4189227.62

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Cumulative Funding 23173154.50

MOD 19

410016 1300417019 1453000.00
 LLA :
 CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002230557
 CIN 130041701900001

610005 1300417019 97500.00
 LLA :
 CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002230557
 CIN: 130041701900002

610204 1300417019 30000.00
 LLA :
 CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002230557
 CIN: 130041701900003

610205 1300417019-0001 58661.09
 LLA :
 CP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002230557
 CIN: 130041701900005

MOD 19 Funding 1639161.09
 Cumulative Funding 24812315.59

MOD 20

410017 1300430445-0001 202043.36
 LLA :
 CQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002325638
 CIN: 130043044500001

MOD 20 Funding 202043.36
 Cumulative Funding 25014358.95

MOD 21

420001 1300429500 235919.84
 LLA :
 CL 1741804 60AE 252 57012 Y 060951 2D C002BO 5701241RN0QQ
 CIN: 130042950000002

420002 1300429500 3000000.00
 LLA :
 CR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002327773
 CIN: 130042950000003

620001 1300429500 150000.00
 LLA :
 CR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002327773
 CIN: 130042950000004

MOD 21 Funding 3385919.84
 Cumulative Funding 28400278.79

MOD 22

620201 1300429500 200000.00
 LLA :
 CR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002327773
 CIN: 130042950000005

MOD 22 Funding 200000.00
 Cumulative Funding 28600278.79

MOD 23

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420003 1300444652 226853.11
 LLA :
 CS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002424318
 CIN 130044465200001

420004 1300444652 75000.00
 LLA :
 CT 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002424318
 CIN 130044465200002

420005 1300444652 121102.00
 LLA :
 CU 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002424318
 CIN 130044465200003

420006 1300444652 18455.49
 LLA :
 CV 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002424318
 CIN 130044465200004

420007 1300444652 17744.00
 LLA :
 CW 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002424318
 CIN 130044465200005

420008 1300444652 116487.92
 LLA :
 CX 97X4930 NH2A 252 77777 0 050120 2F 000000 A50002424318
 CIN 130044465200006

420009 1300444652 25203.00
 LLA :
 CY 97X4930 NH2A 252 77777 0 050120 2F 000000 A60002424318
 CIN 130044465200007

420010 1300444652 22868.86
 LLA :
 CZ 97X4930 NH2A 252 77777 0 050120 2F 000000 A70002424318
 CIN 130044465200008

420011 1300444652 18262.82
 LLA :
 DA 97X4930 NH2A 252 77777 0 050120 2F 000000 A80002424318
 CIN 130044465200009

420012 1300444652 41004.02
 LLA :
 DB 97X4930 NH2A 252 77777 0 050120 2F 000000 A90002424318
 CIN 130044465200010

420013 1300444652 9852.02
 LLA :
 DC 97X4930 NH2A 252 77777 0 050120 2F 000000 B00002424318
 CIN 130044465200011

420014 1300444652 3811.47
 LLA :
 DD 97X4930 NH2A 252 77777 0 050120 2F 000000 B10002424318
 CIN 130044465200012

420015 1300444652 21310.40
 LLA :
 DE 97X4930 NH2A 252 77777 0 050120 2F 000000 B20002424318
 CIN 130044465200013

420016 1300444652 36420.78
 LLA :
 DF 97X4930 NH2A 252 77777 0 050120 2F 000000 B30002424318
 CIN 130044465200014

420017 1300444652 106471.22

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LLA :
 DG 97X4930 NH2A 252 77777 0 050120 2F 000000 B40002424318
 CIN 130044465200015

MOD 23 Funding 860847.11
 Cumulative Funding 29461125.90

MOD 24

420018 1300453132 67709.57
 LLA :
 DH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002492305
 CIN 130045313200001

420019 1300453513 35000.00
 LLA :
 DJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002497767
 CIN 130045351300001

420020 1300453513 25000.00
 LLA :
 DK 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002497767
 CIN 130045351300002

420021 1300453513 30000.00
 LLA :
 DL 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002497767
 CIN 130045351300003

420022 1300453513 30000.00
 LLA :
 DM 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002497767
 CIN 130045351300004

420023 1300453513 38000.00
 LLA :
 DN 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002497767
 CIN 130045351300005

420024 1300453513 25000.00
 LLA :
 DP 97X4930 NH2A 252 77777 0 050120 2F 000000 A50002497767
 CIN 130045351300006

MOD 24 Funding 250709.57
 Cumulative Funding 29711835.47

MOD 25 Funding 0.00
 Cumulative Funding 29711835.47

MOD 26

420025 1300469276 3500000.00
 LLA :
 DQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002651525
 CIN 130046927600001

MOD 26 Funding 3500000.00
 Cumulative Funding 33211835.47

MOD 27

420026 1300463740 47980.00
 LLA :
 DR 1751804 4A4N 251 00019 0 050120 2D 000000 A10002608447
 CIN130046374000002

620002 1300463740 3236.00
 LLA :

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DR 1751804 4A4N 251 00019 0 050120 2D 000000 A10002608447
CIN: 130046374000002

MOD 27 Funding 51216.00
Cumulative Funding 33263051.47

MOD 28

420027 1300476154 115420.00
LLA :
DS 1751804 60AE 252 57012 Y 060951 2D C002BO 5701251NR0QQ
CIN: 130047615400001

MOD 28 Funding 115420.00
Cumulative Funding 33378471.47

MOD 29 Funding 0.00
Cumulative Funding 33378471.47

MOD 30 Funding 0.00
Cumulative Funding 33378471.47

MOD 31

420028 1300490642 64019.34
LLA :
DT 1751804 4A4N 252 00019 0 050120 2D 000000 A00002816529
CIN: 130049064200001

MOD 31 Funding 64019.34
Cumulative Funding 33442490.81

MOD 32

420029 1300502891 3000000.00
LLA :
DU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002904522
CIN:130050289100001

MOD 32 Funding 3000000.00
Cumulative Funding 36442490.81

MOD 33 Funding 0.00
Cumulative Funding 36442490.81

MOD 34 Funding 0.00
Cumulative Funding 36442490.81

MOD 35

420030 1300476154-0001 229785.00
LLA :
DV 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003020813
CIN: 130047615400002

MOD 35 Funding 229785.00
Cumulative Funding 36672275.81

MOD 36

420031 1300505009-0002 3700000.00
LLA :
DW 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003065760
CIN: 130050500900005

420032 1300505009-0002 346256.63
LLA :

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DX 1751804 60AE 257 57012 Y 060951 2D C006BO 5701251NR0PP
CIN: 130050500900006

420033 1300505009-0002 60000.00
LLA :
DY 97X4930 NH2A 252 77777 0 050120 2F 000000 A10003065760
CIN: 130050500900007

MOD 36 Funding 4106256.63
Cumulative Funding 40778532.44

MOD 37

420034 1300552247 650000.00
LLA :
DZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003295860
CIN: 130055224700003

620003 1300552247 20000.00
LLA :
EA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003295860
CIN: 130055224700004

620201 1300429500 (100000.00)
LLA :
CR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002327773
CIN: 130042950000005

MOD 37 Funding 570000.00
Cumulative Funding 41348532.44

MOD 38 Funding 0.00
Cumulative Funding 41348532.44

MOD 39 Funding 0.00
Cumulative Funding 41348532.44

MOD 40

410017 1300430445-0001 (66000.00)
LLA :
CQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002325638
CIN: 130043044500001

MOD 40 Funding -66000.00
Cumulative Funding 41282532.44

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All provisions and clauses of Section H of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following.

(H-1) 5252.232-9525 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS (NAVAIR) (OCT 2005)

(a) 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.

(b) 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 | \$ |
|-------|----|

| | | | | |
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(Schedule G) - Outstanding Commitments

Schedule A - DIRECT LABOR

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

Direct labor rates shall be reported as both fully burdened and unburdened rates for the contract period. The unburdened rate shall not include indirect costs, and shall reflect the actual rate. The cumulative period shall only reflect the fully burdened direct labor costs.

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

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.

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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.

H2 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) 5252.242-9515 (Variation) (MAR 2011)

(a) During the performance of this task order it may be necessary for the contractor to procure material to immediately respond to system development requirements, system failures, and system operation requirements. 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. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. 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 the applicable Department of Navy regulations and instructions.

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 the 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.

Only material included in the below List of Allowable Material may be procured under this task order. No material with a unit cost of \$250,000.00 or greater shall be procured under this task order. No procurement with a total value, that is the total sum of all items, of \$650,000.00 or greater may be procured under this task order.

(b) List of Allowable Materials:

| | | | | |
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HARDWARE

Bolts, Nuts, Washers, Screws, etc.
Electronic Enclosures
Electronic Cabinet Repair Hardware
Electronic Unit Mounting Hardware

ELECTRICAL MATERIAL

Soldering Supplies
Wire
Electronic Component Cleaning Material
Cable
Connectors, Terminals and Splices
Electronic Component Repair Services
Connector Parts
Special Purpose Connector Tools
Cable Assemblies
Switches
Batteries
Lamps

ELECTRONIC COMPONENTS

RF Components
Antenna Components
Resistors
Capacitors
Integrated Circuits
Silicone Control Rectifiers
Transformers/Inductors
Printed Circuit Boards
Circuit Board Repair Material
Microwave Components
Waveguide and Transitions
Transistors
Diodes

MISCELLANEOUS

Calibration Services
Packing Supplies and Deliveries
Repair/Refurbishment Services
Technical Documentation

(c) In addition to COR and/or Contracting Officer approvals listed below, IT resources may not be procured unless the approvals required by Department of Defense purchasing procedures have been obtained. IT resources are defined as any equipment and or interconnected system and/or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement,

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control, display, switching, interchange, transmission, or reception of data information. IT resources include personal computers, laptops, printers, software, servers, hubs, routers, phones, facsimile machines and any related maintenance, telecommunications, training, or other support services.

To obtain IT approval the contractor shall prepare an IT Certification Letter with a complete list of items to be obtained. The IT Certification Letter shall be provided to the Division designated IT point of contact for approval through the NAVAIR Chief Information Officer process. The IT approval shall be provided to the COR prior to procurement.

(d) Prior written approval from the COR and/or Contracting Officer shall be required for all purchases of material (IT resources or non-IT resources) as listed below. Requests for approval shall include a list of the material to be procured, an explanation of the need for the material, IT approval (if applicable), a listing of quotes received, the reason for the selected source, and the determination of price reasonableness. If the procurement is sole sourced to a particular supplier or piece of equipment include the rationale for limiting the procurement to that supplier or piece of equipment.

For procurement with a total value, that is total sum of all items, \$3,000.00 and below no COR or Contracting Officer approval is required.

For procurement with a total value between \$3,000.01 and \$150,000.00 COR approval is required.

For procurement with a total value greater than \$150,000.00 COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request for approval to the Contracting Officer.

The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor.

H-3 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

(a) The task order includes an option, per each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased program in-scope requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 3 years in duration.

(c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).

(d) The exercise of an option for increased capacity within the period of performance may be accomplished at anytime during task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

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(e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The Contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.

(f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the Contractor anticipates acceleration of effort, greater than 10% during the current term, the Contractor shall provide notice in accordance with clause SEA 5252.216-9122 “Level of Effort”, (Dec 2000) of the task order.

**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 4. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

(2) “Nondevelopmental items” as defined in FAR 2.101.

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

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

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

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

(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

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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 three (3) years after the terms of this contract. (FAR 9.505-2(b)(1))

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

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[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

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basis, by the Department of Defense with three (3) years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

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

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

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

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

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

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

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

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

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

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

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

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved

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by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

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

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

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

(c) The contractor agrees that **during the 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.

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(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) (MAY 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or 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."

(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

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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.

5252.243-9504 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

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contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: [NAVAIR Contracts 2.5.1.2, Building 441, 21983 Bundy Rd., Patuxent River, MD 20670 \(301\) 737-7552.](#)

09RA NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [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 zero man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] 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 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 Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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(f) The 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 Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work 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

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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.

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 9 in Section J.

(e) See Attachment 9 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 9 in Section J.

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS

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CONTRACT (NAVAIR) (MAY 2012)

(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:

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

| Contract Number | Nomenclature/Description | Part/Model/Number | Mfg | Serial Number (Unique Item Identifier) | Quantity/ Unit of Issue | As Is: Yes/No | Unit Acq Cost |
|-----------------|--------------------------|-------------------|-----|--|----------------------------|---------------|---------------|
| | | | | | | | |
| | | | | | | | |

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

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter "NONE".]

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

[List Government material here. If none, then enter "NONE".]

| Nomenclature/Description | Part Number | Mfg | Unit of Issue | Quantity | As Is: Yes/No | Unit Acq Cost |
|--------------------------|-------------|-----|---------------|----------|---------------|---------------|
| | | | | | | |
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(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract. [List items AND quantity authorized for

requisition. If none, then enter "NONE".]

| Schedule/Source | Nomenclature/ Description | Part Number | Mfg | Unit of Issue | Quantity Authorized | Unit Acq Cost | |
|-----------------|------------------------------|----------------|-----|---------------------|------------------------|---------------------|--|
| | | | | | | | |
| | | | | | | | |

(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.

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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of Section I of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

The following clauses are incorporated by reference:

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

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

252.251-7000 ORDERING FROM GOVERNMENT SOURCES (AUG 2012)

The following clauses are incorporated by full text:

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.

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.

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

- (a) The Government may extend the term of this task order by written notice to the Contractor 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 14 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed three years.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (Jul 1990)

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(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ***\$314,356** or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

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 INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| | | | |
|-----------------------|--|--|--|
| LABOR CATEGORY | | | |
|-----------------------|--|--|--|

| | GS Equivalent Grade | Hourly Rate | Fringe Rate at [REDACTED] |
|-------------------------------------|---------------------------|----------------|------------------------------|
| St. Mary's County, MD | | | |
| Program Manager (Key) | 15 | [REDACTED] | [REDACTED] |
| Project Manager (Key) | 13 | [REDACTED] | [REDACTED] |
| Senior System Engineer (Key) | 13 | [REDACTED] | [REDACTED] |
| Systems Engineer (Key) | 9 | [REDACTED] | [REDACTED] |
| Mechanical Engineer (Key) | 9 | [REDACTED] | [REDACTED] |
| Sr. Project Analyst (Key) | 13 | [REDACTED] | [REDACTED] |
| Project Analyst | 9 | [REDACTED] | [REDACTED] |
| Technical Assistant | 9 | [REDACTED] | [REDACTED] |
| Sr. Logistics Tech | 12 | [REDACTED] | [REDACTED] |
| Senior Field Technician (Key) | 12 | [REDACTED] | [REDACTED] |
| Training Development Specialist III | 12 | [REDACTED] | [REDACTED] |

* Fringe rate is [REDACTED] as per the NAVAIR Comptroller

52.228-3 -- WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (Apr 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

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 NAS Patuxent River and Webster Field Annex. 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 Commander, NAWCAD St. Inigoes, Attention: Phillip Rooney, 17598 Webster Field Road, St. Inigoes, MD 20684-0413. All losses are to have the permanent badges returned to Commander, NAWCAD St. Inigoes, Attention: Phillip Rooney, 17598 Webster Field Road, St. Inigoes, MD 20684-0413 on the last day of the individual's task requirement.

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52.215-10 Price Reduction for Defective Cost or Pricing Data.

As prescribed in [15.408\(b\)](#), insert the following clause:

Price Reduction for Defective Cost or Pricing Data (Oct 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

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(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under [26 U.S.C. 6621\(a\)\(2\)](#); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

52.215-12 Subcontractor Cost or Pricing Data.

As prescribed in [15.408\(d\)](#), insert the following clause:

Subcontractor Cost or Pricing Data (Oct 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR [15.403-4](#), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR [15.403-4](#), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR [15.403-1](#) applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR [15.406-2](#) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

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(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR [15.403-4](#), when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR [52.215-13](#), Subcontractor Cost or Pricing Data—Modifications.

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SECTION J LIST OF ATTACHMENTS

- Exhibit A Contract Data Requirements List (CDRLs A001 - A024)
- Attachment 1 Quality Assurance Surveillance Plan (QASP) w/Enclosures (1), (2), and (3)
- Attachment 2 Wage Determinations (St. Mary's County, MD and Jacksonville, FL)
- Attachment 3 DD-254 (Revised 24 Feb 2015)
- Attachment 4 Key Personnel List (Revised 10/2014)
- Attachment 5 Data Item Transmittal/Acceptance/Rejection Form
- Attachment 6 List of Approved Subcontractors
- Attachment 7 OCI List of Services/Supplies for Clause 5252.209-9510
- Attachment 8 Updated COR Appointment Letter/Designation Form 16 Sep 2014
- Attachment 9 NAVAIR Processes and Procedures for Direct Funded Contractors (DFCs)
Requiring Navy Marine Corps Intranet (NMCI) Access
- Attachment 10 ACOR Appointment Letter
- Attachment 11 NMCI COR/PCO Approval Form
- Attachment 12 Labor Category addition 6/13/2013
- Attachment 13 Incurred Cost and Progress Reporting for Services Instructions