

2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE 30-Jan-2014	4. REQUISITION/PURCHASE REQ. NO. 1300387551-0005	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 andrea.long@navy.mil 301-757-8885	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOWHEAD SCIENCE AND TECHNOLOGY LLC 4900 Seminary Road, Suite 1000 Alexandria VA 22311-1858	[X]	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5651-M802
		10B. DATED (SEE ITEM 13) 01-Dec-2009
CAGE CODE 4N7W2	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) 'Mutual Agreement of the Parties', SEA 5252.216-9122 'Level of Effort'
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Beverly S. Trossbach, Contracts Specialist	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marquita J Davis, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Beverly S. Trossbach (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Marquita J Davis (Signature of Contracting Officer)
15C. DATE SIGNED 30-Jan-2015	16C. DATE SIGNED 30-Jan-2015

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 2 of 3	FINAL
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GENERAL INFORMATION

The purposes of this modification are to:

- (1) Extend the Period of Performance (PoP) of this task order from 31 January 2015 to 30 April 2015 in accordance with SEA 5252.216-9122 "Level of Effort (DEC 2000)";
- (2) Develop CLIN 7700 for labor and CLIN 9700 for ODCs, with a PoP of 01 February 2015 through 30 April 2015;
- (3) Exercise the Option IV Increased Capacity CLIN 4601 in the amount of \$
- (4) Realign \$ (3,755 hours) from CLIN 4400 to CLIN 7700;
- (5) Realign \$ (928 hours) from CLIN 4500 to CLIN 7700;
- (6) Realign \$ (1,946 hours) from CLIN 4600 to CLIN 7700;
- (7) Realign \$ (310.7 hours) from CLIN 4601 to CLIN 7700;
- (8) Realign \$ from CLIN 6600 to CLIN 9700;
- (9) Incrementally fund CLIN 7700 in the amount of \$ (6,939.7 hours);
- (10) Incrementally fund CLIN 9700 in the amount of \$; and
- (11) Update the Statement of Work (SOW) in Section C.

Accordingly, said Task Order is modified as follows:

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$12,661,927.79 by \$641,927.30 to \$13,303,855.09.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
770001	RDT&E	0.00		
970001	RDT&E	0.00		

The total value of the order is hereby increased from \$13,470,185.83 by \$213,856.53 to \$13,684,042.36.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4400			
4500			
4600			

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

4601	0.00
6600	
7700	0.00
9700	0.00

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

CLIN/SLIN	From	To
4601	12/1/2013 - 11/30/2014	2/1/2014 - 1/31/2015
7700		2/1/2015 - 4/30/2015
9700		2/1/2015 - 4/30/2015

All other terms and conditions remain unchanged and in full force and effect.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 1 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4200	R408	Labor in support of SOW Para. 3.2.2 (Base Year) (Fund Type - OTHER)	1.0	LO			
420001	R408	Labor in support of SOW Para. 3.2.2 (Base Year) (RDT&E)					
420002	R408	Labor in support of SOW Para. 3.2.2 (Base Year) (RDT&E)					
420003	R408	Labor in support of SOW Para. 3.2.2 (Base Year) (RDT&E)					
420004	R408	Labor in support of SOW Para. 3.2.2 (Base Year) (RDT&E)					
420005	R408	Labor in support of SOW Para. 3.2.2 (Base Year) (RDT&E)					
4201	R408	Labor in support of SOW Para. 7.0 (Increased Capacity CLIN - Option CLIN) (Base Year) (Fund Type - OTHER) Option	1.0	LO			
4240	R408	Technical Data in support of SOW Para 5.0 (Base Year) (Not-Separately- Priced) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4250	R408	OPSEC Data in support of SOW Para. 6.0 (Base Year) (Not-Separately-Priced) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4300	R408	Labor in support of SOW Para. 3.2.2 (Option Year I) (Fund Type - OTHER)	1.0	LO			
430001	R408	Funding in the amount of \$328,315.24 ACRN AB (RDT&E)					
430002	R408	Funding in the amount of \$775,000.00 ACRN AB (RDT&E)					
430003	R408	Funding in the amount of \$871,073.29 ACRN AB (RDT&E)					
4301	R408	Labor in support of SOW Para. 7.0 (Increased Capacity CLIN - Option CLIN) (Option Year I) (Fund Type - OTHER) Option	1.0	LO			
4340	R408	Technical Data in support of SOW Para 5.0 (Option Year I) (Not-Separately- Priced) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 2 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4400	R408	Labor in support of SOW Para 3.2.2 (Option Year II) (Fund Type - OTHER)	1.0	LO			
440001	R408	Funding in the amount of ACRN AC (RDT&E)					
440002	R408	Funding in the amount of \$ ACRN AC (RDT&E)					
440003	R408	Funding in the amount of \$ ACRN AC (RDT&E)					
440004	R408	Funding in the amount of \$0 ACRN AE (RDT&E)					
4401	R408	Labor in support of SOW Para. 7.0 (Increased Capacity CLIN - Option CLIN) (Option Year II) (Fund Type - OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00
4440	R408	Technical Data in support of SOW Para 5.0 (Option Year II) (Not-Separately- Priced) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4500	R408	Labor in support of SOW Para. 3.2.2 (Option Year III) (Fund Type - OTHER)	1.0	LO			
450001	R408	Funding in the amount of ACRN AE (RDT&E)					
450002	R408	Funding in the amount of ACRN AF (RDT&E)					
450003	R408	Funding in the amount of ACRN AE (RDT&E)					
4501	R408	Labor in support of SOW Para. 7.0 (Increased Capacity CLIN - Option CLIN) (Option Year III) (Fund Type - OTHER) Option	1.0	LO			
4540	R408	Technical Data in support of SOW Para 5.0 (Option Year III) (Not-Separately- Priced) (Fund Type - OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00
4600	R408	Labor in support of SOW Para. 3.2.2 (Option Year IV) (Fund Type - OTHER)	1.0	LO			
460001	R408	Funding in support of CLIN 4600. (RDT&E)					
460002	R408	Funding in support of CLIN 4600. (RDT&E)					
460003	R408	Funding in support of CLIN 4600. (RDT&E)					

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 3 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4601	R408	Labor in support of SOW Para. 7.0 (Increased Capacity CLIN - Option CLIN) (Option Year IV) (Fund Type - OTHER)	1.0	LO			
4640	R408	Technical Data in support of SOW Para 5.0 (Option Year IV) (Not-Separately- Priced) (Fund Type - OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5200	R408	Labor in support of SOW Para 3.2.1 (Base Year) (Fund Type - OTHER)	12.0	MO		
5300	R408	Labor in support of SOW Para. 3.2.1 (Option Year I) (Fund Type - OTHER)	12.0	MO		
530001	R408	Funding in the amount of \$ ACRN AB (RDT&E)				
5400	R408	Labor in support of SOW Para. 3.2.1 (Option Year II) (Fund Type - OTHER)	12.0	MO		
540001	R408	Funding in the amount of \$ (ACRN AC) (RDT&E)				
5500	R408	Labor in support of SOW Para. 3.2.1 (Option Year III) (Fund Type - OTHER)	12.0	MO		
550001	R408	Funding in the amount of \$473,838.24. ACRN AE (RDT&E)				
550002	R408	Funding in support of CLIN 5500. (RDT&E)				
550003	R408	Funding in support of CLIN 5500. (RDT&E)				
550004	R408	Funding in support of CLIN 5500. (RDT&E)				
5600	R408	Labor in support of SOW Para. 3.2.1 (Option Year IV) (Fund Type - OTHER)	12.0	MO		
560001	R408	Funding in support of CLIN 5600. (RDT&E)				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6200	R408	Other Direct Costs (ODCs) in support of SOW Para. 4.0 (Base Year) (Fund Type - OTHER)	1.0	LO	
620001	R408	Other Direct Costs (ODCs) in support of SOW Para. 4.0 (Base Year) (RDT&E)			
620002	R408	Other Direct Costs (ODCs) in support of SOW Para. 4.0 (RDT&E)			
620003	R408	Other Direct Costs (ODCs) in support of SOW Para. 4.0 (RDT&E)			
620004	R408	Other Direct Costs (ODCs) in support of SOW Para. 4.0 (RDT&E)			

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 4 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6201	R408	Other Direct Costs (ODCs) in support of SOW Para. 8.0 (Increased Capacity CLIN - Option CLIN) (Base Year) (Fund Type - OTHER) Option	1.0	LO	
6300	R408	Other Direct Costs (ODCs) in support of SOW Para. 4.0 (Option Year I) (Fund Type - OTHER)	1.0	LO	
630001	R408	Funding in the amount of ACRN AB (RDT&E) 630002			
R408		Funding in the amount of ACRN AB (RDT&E) 630003 R408			
		Funding in the amount of ACRN AB (RDT&E)			
6301	R408	Other Direct Costs (ODCs) in support of SOW Para. 8.0 (Increased Capacity CLIN - Option CLIN) (Option Year I) (Fund Type - OTHER) Option	1.0	LO	
6400	R408	Other Direct Costs (ODCs) in support of SOW Para. 4.0 (Option Year II) (Fund Type - OTHER)	1.0	LO	
640001	R408	Funding in the amount of ACRN AC (RDT&E) 640002			
R408		Funding in the amount of ACRN AC (RDT&E) 640003 R408			
		Funding in the amount of \$0 ACRN AD (RDT&E)			
6401	R408	Other Direct Costs (ODCs) in support of SOW Para. 8.0 (Increased Capacity CLIN - Option CLIN) (Option Year II) (Fund Type - OTHER) Option	1.0	LO	\$0.00
6500	R408	Other Direct Costs (ODCs) in support of SOW Para 4.0 (Option Year III) (Fund Type - OTHER)	1.0	LO	
650001	R408	Funding in the amount of . ACRN AE (RDT&E)			
650002	R408	Funding in the amount of . ACRN AF (RDT&E)			
650003	R408	Funding in the amount of \$0.00. ACRN AE (RDT&E)			
6501	R408	Other Direct Costs (ODCs) in support of SOW Para. 8.0 (Increased Capacity CLIN - Option CLIN) (Option Year III) (Fund Type - OTHER) Option	1.0	LO	
6600	R408	Other Direct Costs (ODCs) in support of SOW Para. 4.0 (Option Year IV) (Fund Type - OTHER)	1.0	LO	
660001	R408	Funding in support of CLIN 6600. (RDT&E)			
660002	R408	Funding in support of CLIN 6600. (RDT&E)			
6601	R408	Other Direct Costs (ODCs) in support of SOW Para. 8.0 (Increased Capacity CLIN - Option CLIN) (Option Year IV) (Fund Type - OTHER) Option	1.0	LO	

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 5 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7700	R408	Labor- LOE from (CLIN 4400- (CLIN 4500- \$76,861.29) (CLIN 4600-) (CLIN 4601-) (Fund Type - OTHER)	1.0	LO			
770001	R408	Funding in support of CLIN 7700. (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9700	R408	Other Direct Costs (ODCs)- LOE from (CLIN 6600-) (Fund Type - OTHER)	1.0	LO	
970001	R408	Funding in support of CLIN 9700. (RDT&E)			

(1) This acquisition is applicable to Zone 2, National Capital.

(2) The previous contract number and contractor are provided as follows:

Contract number: N00178-05-D-4220, Task Order No. M801

Prime Contractor: Bowhead Information and Technology Services

(3) The task order is for a total performance period of five years, inclusive of all options.

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

(5) This task order is issued in accordance with the terms and conditions of contract N00178-08-D-5651. Only clauses and provisions requiring fill-ins or that are unique to this task order have been included in full text.

(6) Any support after 04 April 2014 is contingent upon exercise of the award term option under the basic contract.

(7) Reserved

(8) Reference Documents. The following documents, submitted by the contractor in response to solicitation number N00024-09-R-3382, are hereby incorporated by reference as part of this task order and shall be adhered to by the contractor: Labor Category Qualifications, Management Plan, and Transition Plan.

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

(10) The Contract Line Item Number (CLIN) structure and Ceiling Values associated to this Task Order are as follows:

CLIN	Period of Performance	Dates of Performance	Total Value of CLIN
CPFF Services			
4200	Base Period	1 Dec 09 – 30 Nov 10	
4201	Base Period – Inc Capacity	1 Dec 09 – 30 Nov 10	
4300	Option I	1 Dec 10 – 30 Nov 11	
4301	Option I – Inc Capacity	1 Dec 10 – 30 Nov 11	
4400	Option II	1 Dec 11 – 30 Nov 12	
4401	Option II– Inc Capacity	1 Dec 11 – 30 Nov 12	\$ 0
4500	Option III	1 Dec 12 – 31 Jan 14	

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 6 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

4501	Option III - Inc Capacity	1 Dec 12 – 31 Jan 14
4600	Option IV	1 Feb 14 – 31 Jan 15
4601	Option IV- Inc Capacity	1 Feb 14 - 31 Jan 15
7700	Option V- Level of Effort	1 Feb 15 – 30 Apr 15

Subtotal for CPFF Services:

FFP Services

5200	Base Period	1 Dec 09 – 30 Nov 10
5300	Option I	1 Dec 10 – 30 Nov 11
5400	Option II	1 Dec 11 – 30 Nov 12
5500	Option III	1 Dec 12 – 31 Jan 14
5600	Option IV	1 Feb 14 – 31 Jan 15

Subtotal for FFP Services:

ODCs

6200	Base Period	1 Dec 09 – 30 Nov 10	
6201	Base Period – Inc Capacity	1 Dec 09 – 30 Nov 10	
6300	Option I	1 Dec 10 – 30 Nov 11	
6301	Option I – Inc Capacity	1 Dec 10 – 30 Nov 11	
6400	Option II	1 Dec 11 – 30 Nov 12	
6401	Option II – Inc Capacity	1 Dec 11 – 30 Nov 12	0
6500	Option III	1 Dec 12 – 31 Jan 14	
6501	Option III - Inc Capacity	1 Dec 12 – 31 Jan 14	
6600	Option IV	1 Feb 14 – 31 Jan 15	
6601	Option IV- Inc Capacity	1 Feb 14 - 31 Jan 15	
9700	Option V- Level of Effort	1 Feb 15 – 30 Apr 15	

Subtotal for ODCs:

Grand Total of Services & ODCs:

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 7 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work (SOW) for PMA-268, Unmanned Carrier Aviation (UCAS and UCLASS)

1.0 INTRODUCTION

PMA-268 is responsible for maturing technologies for a carrier (CV) suitable, low observable (LO) relevant, unmanned air system in support of a potential follow-on acquisition milestone decision. Specifically, PMA-268 will conduct carrier demonstrations of an UCAS with a low observable platform, identify and mature critical technologies to reduce the risk of carrier integration of a UCAS, and develop plans to support a follow-on acquisition milestone decision. PMA-268 is responsible for managing all cost, schedule, performance, and risk mitigation activities in execution of these objectives.

The PMA-268 Program Office consists of Integrated Product Teams (IPTs), which are responsible for planning and reporting cost, schedule, performance status and program risks to Program Executive Officer (Unmanned Aviation and Strike Weapons) (PEO(U&W)) and to higher echelon organizations. The PMA-268 IPTs are Air Systems, Aviation/Ship Integration, and Concept Development. Additionally, the Program Office has a Program Support Team and a Functional Support Team that are responsible for establishing/implementing policies, processes, and procedures as well as providing recommendations to all PMA-268 IPTs regarding program planning, staffing, and execution.

2.0 SCOPE OF WORK

This is a Performance-Based task order with Firm-Fixed-Price (FFP) and Cost-Plus-Fixed-Fee (CPFF) Labor CLINs and Cost Reimbursable Other Direct Cost (ODCs) CLINs. PMA-268 IPTs are supported by this contract. The effort to be provided to these IPTs is outlined below and aligned by CLIN for tracking and billing purposes.

3.0 REQUIREMENTS

General support requirements will be addressed initially, and then program specific tasks will be stated.

3.1 General Support Requirements

3.1.1 Electronic Capabilities. The contractor shall maintain the capability to prepare documents and software packages compatible with the Government IT environment through the security classification of Top Secret. Current environment is as follows:

- Microsoft Windows NT/2000/XP
- Microsoft Project 2000/2003/2007
- Microsoft Excel 2000/2003
- Microsoft Word for Windows 2000/2003/2007
- Microsoft PowerPoint 2000/2003/2007

3.1.2 Documentation. The contractor shall provide technical alternatives for program documentation in accordance with DOD 5000.2 and DOD 5000.2R.

3.1.3 Meetings. When specified by the customer, the contractor shall attend meetings in an advisory capacity to the program office and establish minutes, which shall include a summary of agenda items, discussions and action items.

3.1.4 Facilities. Approximately 60 percent of work will be performed at Government site and 40 percent of work to be performed at Contractor site. The Contractor shall locate and secure conference room facilities for conducting meetings at the classification level of Top Secret.

3.1.5 Security. Only U.S. citizens may perform under this contract. The level of clearance required to perform some tasking under this contract is up to and including Top Secret.

3.2 LABOR

3.2.1 PMA-268 Program Support/Functional Team Support Firm Fixed Price (FFP) Labor (CLINs 5200,

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 8 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

5300, 5400, 5500, 5600)

The contractor shall perform the tasks outlined in the paragraphs below in support of the PMA-268 Program Support/Functional Teams under a FIRM FIXED PRICE effort. Research, Development, Test and Evaluation (RDT&E) Funded tasking (Funding will be applied/segregated/tracked at informational SubCLIN level):

3.2.1.1 RESERVED

3.2.1.2 Provide program/project support in the planning and definition of technology maturation activities, development/integration of shipboard interfaces, and test/evaluation/demonstration efforts for the PMA-268 RDT&E programs. Support coordination across all PMA-268 IPTs to ensure that plans, programs and schedules are consistent with the overall goals of PMA-268.

3.2.1.3 Evaluate technical directives for applicability to PMA-268. Recommend, review and evaluate program documentation for accuracy and compliance with these directives. Research and evaluate alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the programs.

3.2.2 PMA-268 Program Support/Functional Team Support Cost Plus Fixed Fee (CPFF) Labor (CLINs 4200, 4300, 4400, 4500, 4600, 7700)

The contractor shall perform the tasks outlined in the paragraphs below in support of the PMA-268 Teams under a COST PLUS FIXED FEE effort. Research, Development, Test and Evaluation (RDT&E) and other customer funding (OCF) tasking (Funding will be applied/segregated/tracked at informational SubCLIN level):

3.2.2.1 Evaluate, investigate and present alternatives for concept development, design reviews, and engineering development for PMA-268.

3.2.2.2 Investigate PMA-268 program problems or failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon system relative to performance, cost, equipment, and facilities for PMA-268. Provide technical alternatives regarding improving design, development, T&E and other processes relating to programs.

3.2.2.3 Analyze and evaluate existing PMA-268 systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Provide analysis and review of current capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.2.2.4 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of an end item.

3.2.2.5 Perform programmatic IPT-level support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support test and integration efforts. Collect, compile and analyze projects, and cost data for PMA-268 IPTs for incorporation into team work plans, data calls, and supporting financial documentation. Provide technical input to support the preparation or revision of related acquisition documentation.

3.2.2.6 Provide acquisition support services, to include analysis of projected and actual systems costs for completion of PMA-268 program development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

3.2.2.7 Assist in developing, reviewing, analyzing and updating technical documentation as required. Provide recommendations for the preparation of PMA-268-related Statements of Work (SOW), and Performance Based Specifications for new and modified systems and subsystems.

3.2.2.8 Perform acquisition logistics services to support PMA-268 by addressing impacts of engineering change proposals (ECPs) and associated risks, issues, or plans.

3.2.2.9 Provide acquisition support of program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items. Services will be provided to

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 9 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all GFE and GFI. Maintain liaison with vendor, other program offices and DoD activities to facilitate hardware, software, and data acquisition and disposition.

3.2.2.10 Perform program support analysis of a specified system/subsystem and assess the principal factors impacting the supportability of the system. Quantify the scope and nature of the support required to meet specific operational mission requirements efficiently and effectively. At a minimum the following program elements shall be addressed: (1) Maintenance Planning; (2) Technical Data; (3) Supply Support; (4) Computer Resources; (5) Facilities; (6) Support and Test Equipment; (7) Packaging, Handling, Storage and Transportation; (8) Manpower and Personnel; (9) Training and Training Systems; (10) Design Interface; and (11) Configuration Management. Assess program planning/management data and documentation to identify supportability problem areas. Recommend quantitative and qualitative methodologies to evaluate the impact of program shortfalls. Recommend actions to correct/alleviate identified support problems.

3.2.2.12 The contractor shall research and identify information assurance areas, policies, and risks associated with the PMA-268. The contractor shall identify information assurance certifications for critical information items required for PMA-268. The contractor shall support the establishment of a PMA-268 Program Protection Plan. The contractor shall support the development and implementation of the Information Assurance (IA) strategy for the PMA-268 CV-demonstration project. The IA strategy shall outline the project plan to comply with system accreditation requirements and the Clinger-Cohen Act. The Contractor shall assist in the development of the project's System Security Authorization Agreement (SSAA). The SSAA shall be developed in accordance with the DoD Information Assurance Certification and Accreditation Process (DIACAP) Application Manual and DoDD 8500 series documents.

3.2.2.13 The contractor shall provide support to the risk management process. Support shall be consistent with the NAVAIRINST 5000.21 series of instructions. This support includes identifying and mitigating problems that directly contribute to a risk area. The contractor shall make recommendations related to establishment of and adherence to the risk management process for the PMA-268. The contractor shall assist in identifying risks, establishing risk mitigation plans, and verifying timely closure of risks. The contractor shall assist in verifying and validating the risk data entered into the risk database. The contractor shall assist PMA-268's Chief Engineer in coordinating and conducting risk reviews and risk working groups. The contractor shall provide assessment of risk mitigation status to PMA-268 personnel.

3.2.2.14 The contractor shall make recommendations related to establishment of and adherence to the configuration management/data management (CM/DM) process for PMA-268. Recommendations for the CM/DM process shall be consistent with NAVAIRINST 4130.1 series of instructions. The contractor shall evaluate the CM/DM process to ensure that it identifies, verifies, and validates configuration/data items. Identify and document improvements in the project's CM/DM process. The contractor shall assist all PMA IPTs by ensuring that data stored on PMA-268's Integrated Data Environment (IDE) is readily accessible by program personnel. Data stored on the IDE shall follow the PMA's configuration management processes. The contractor shall assist the PMA in assessing IDE performance and effectiveness. The contractor shall support configuration control board (CCB) meetings in accordance with PMA-268's CCB charter. The contractor shall assist the PMA-268 IPTs with review and documentation of CDRL deliverables in accordance with PMA-268 CM/DM processes. Assistance includes, but is not limited to: CDRL tracking, coordination with Government subject matter experts, consolidation of inputs, and support with final adjudication of Government comments.

3.2.2.15 The contractor shall provide support to the PMA-268 Security Manager. The contractor shall assist in establishing processes and procedures to ensure information assurance, operational, and acquisition Security in support of PMA-268. Establish an inventory control system in accordance with PMA-268 CM/DM processes for classified documentation. Support the Functional Team Leads and IPT leads by ensuring the classified inventory is accurately observed in its controlled environment.

3.2.2.16 The contractor shall provide project/IPT-level support of the planning and definition of PMA-268 technology maturation activities, development/integration of shipboard interfaces, and test/evaluation/demonstration efforts. The contractor shall support coordination across all PMA-268 IPTs to ensure that plans, programs, schedules, and documents are consistent with the overall goals of PMA-268.

3.2.2.17 The contractor shall provide technical, engineering, and test support to the Assistant Program Manager for

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 10 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Systems Engineering (APMSE) and Assistant Program Manager for Test and Evaluation (APMT&E). The support includes, but is not limited to: coordination of technical efforts, development of systems engineering (SE) and preparation of test and evaluation (T&E) plans/schedules, System Engineering Technical Reviews, test plans, and coordination with NAVAIR competencies and other external agencies. NAVAIRINST 4355.19 and NAVAIRINST 3960.4 shall be used as guides in providing support. As required, the contractor shall support developing and submitting SE and T&E processes for implementation throughout PMA-268.

3.2.2.18 The contractor shall perform financial analyses on the PMA-268 program requirements and provide recommendations on various acquisition strategies to support development and testing, their potential return on investment, and associated risk to the program. The contractor shall use the Navy Enterprise Resource Planning (Navy ERP) application in performing the financial analyses. The contractor shall analyze current program-level burn rates against fiscal/funding constraints to support PMA-268 efforts. Collect, compile and analyze projects, and cost data for PMA-268 IPTs for incorporation into team work plans, data calls, and supporting financial documentation.

3.2.1.19 Provide program/project support in the planning and definition of technology maturation activities, development/integration of shipboard interfaces, and test/evaluation/demonstration efforts for the PMA-268 RDT&E programs. Support coordination across all PMA-268 IPTs to ensure that plans, programs and schedules are consistent with the overall goals of PMA-268.

3.2.1.20 Evaluate technical directives for applicability to PMA-268. Recommend, review and evaluate program documentation for accuracy and compliance with these directives. Research and evaluate alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the programs.

4.0 Other Direct Costs (ODC) (CLINs 6200, 6300, 6400, 6500, 6600, 9700) (Cost Only)

4.1 Research, Development, Test and Evaluation (RDT&E) and Other Customer Funds (OCF) tasking (Funding will be applied/segregated/tracked at informational SubCLIN level): ODCs are based on a per annum Not To Exceed (NTE) amount. Approval from the Task Order Manager (TOM) shall be obtained prior to the purchase of any material or travel expenses as cited in NAVAIR Clause 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs.

4.1.1 Travel. Travel will be conducted only when it is essential to the performance of the tasks detailed in the Labor section. Reimbursement for travel performed shall be in accordance with established Joint Travel Regulation rates. The TOM/ATOM shall approve all travel performed in support of this order prior to the commencement of the travel, with the exception of travel to destinations within the National Capitol Region, which do not require overnight accommodations. Travel may include general and administrative expenses, but shall not include profit. In support of this contract, the contractor will, on occasion, be required to travel to various contractor facilities, Navy facilities, DOD facilities, other government agency offices (e.g., Federal Aviation Administration, test ranges, operational activities, project/program offices, and intelligence and support activities), simulation conferences, seminars, and training classes.

4.1.2 Material. All materials not depleted during the performance of this order shall become Government property upon completion of this order. The contractor shall transfer all materials not depleted to the TOM/ATOM by way of Material Inspection and Receiving Report (DD Form 250). Other Direct Costs may include general and administrative expenses, but shall not include profit. Projected material requirements include, but are not limited to: photo copies, ink cartridges, paper, binders, transparencies, folders, notebooks, and computer diskettes.

4.1.3 Navy Marine Corps Intranet (NMCI) requirements. Contractor personnel may require the use of and/or access to Department of Navy Information Technology Resources. Applicable DoN IT Resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00024-00-D-6000, clause 5.2 "Ordering" and Seaport contract clause H.3 5252.237-9500 "Ordering Procedures for Navy Marine Corps Intranet (NMCI) Services". No NMCI Order may be placed without the prior written authorization from the TOM/ATOM. Any NMCI order exceeding the written authorization of the TOM/ATOM shall be treated as an unallowable cost pursuant to FAR Part 31. The Government shall reimburse the contractor for the placement of NMCI orders including applicable indirect burdens (general & administrative, etc.), excluding profit and fee.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 11 of 41	FINAL
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5.0 Data (CLINs 4240, 4340, 4440, 4540, 4640) (NSP). Technical and Financial data shall be provided in accordance with the Contract Data Requirements Lists. (CDRL A001, A002)

6.0 Operations Security (OPSEC) (CLIN 4250) (NSP). An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL B001. Contractor personnel shall be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level noted in the Attachment J6, DD Form 254. The contractor shall ensure that any new employees—prior to their starting on the task—have and maintain a DoD Common Access Card (for on-site employees), obtain Public Key Infrastructure "soft" encryption certification (for off-site employees), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work. (CDRL B001)

7.0 Increased Capacity for Service Labor (Option CLINs 4201, 4301, 4401, 4501, 4601)

These Option CLINs are provided to address an increase to the current estimated ceiling. Support will include the above tasking as shown in paragraph 3.2.2 and applicable subparagraphs. Increased capacity is subject to the guidance of clause H-1 of this task order. Increased capacity is not permitted for Firm Fixed Price efforts outlined in paragraph 3.2.1.

8.0 Increased Capacity for Other Direct Costs (Option CLINs 6201, 6301, 6401, 6501, 6601)

These Option CLINs are provided to address an increase to the current estimated ceiling. Support will include the above tasking as shown in paragraph 4.0 and applicable subparagraphs. Increased capacity is subject to the guidance of clause H-1 of this task order.

9.0 Performance Metrics. The work identified here shall be performance based. An evaluation and reporting process is provided in the Quality Assurance Surveillance Plan (QASP) provided as an attachment to this task order in Section J.

10.0 Subcontracts/Consultants

Provisions stated herein shall be flowed down to all subcontractors and consultants providing effort under this contract.

11.0 Non-Disclosure Agreements

In the performance of the contract, the contractor may have access to proprietary information. The contractor shall require that any employee performing services under the contract execute a non-disclosure agreement with the entity whose proprietary data the contractor will have access. The non-disclosure agreement shall acknowledge the contractor and employees' duties with respect to non-public information and promise to comply with those obligations. The contracting officer will ensure the non-disclosure agreement is sufficient to execute the terms and conditions of this contract. A copy of the executed non-disclosure agreements shall be provided to the Government. (CDRLs A005 and A006)

12.0 Identification Badges

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

13.0 Identification of Contractor Personnel

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

14.0 Compressed Work Schedule (CWS)

(a) The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs).

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 12 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(c) The Contractor awarded this contract, with agreement by the TOM/ATOM, may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. 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.

15.0 Telecommuting

(a) For telecommuting to be authorized by the TOM and the Contracting Officer, the following must be in place with the contractor:

- (1) Written company policy for Telecommuting covering all terms and conditions, to include but not limited to:
 - i. Written agreement between company and employee;
 - ii. Work Site of Telecommute;
 - iii. Time and Attendance; Work Performance; Overtime;
 - iv. Security and Equipment;
 - v. Liability and Injury Compensation; Standards of Conduct; Mileage Savings; and
 - vi. Length of Agreement
- (2) Proposed definitive amount of work or level of effort to be accomplished.
- (3) Guaranteed savings to the Government if authorized to Telecommute on specific Task Order.
- (4) Measures in place to ensure project will be on schedule and auditable for reimbursement.
- (5) Access to NMCI, if access is required for performance.

(b) In task order proposal, if telecommuting is planned, paragraphs (a) (1) through (5) must be addressed.

(c) If telecommuting is authorized, it must be stated in the issued Task Order document.

(d) If telecommuting is requested after a task order has been placed, paragraphs (a) (1) through (5) must be addressed in the contractor’s request for telecommuting. The Contracting Officer’s and the TOM/ATOM’s concurrence is required if telecommuting is requested after a task order has been placed.

(e) The Government reserves the right to prohibit telecommuting on any task order where the Government determines it to be in its best interest.

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (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>

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 13 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[/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, N/A shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 14 of 41	FINAL
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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the Basic Seaport-e Multiple Award Contract.

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

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

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

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

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

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 15 of 41	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

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

Inspection and Acceptance shall be in accordance with Section E of the Basic Seaport-e Multiple Award Contract.

Supplies/Services will be inspected/accepted at:

CLINs	INSPECTION AT	INSPECTION BY	ACCEPTANCE AT	ACCEPTANCE BY
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4240	Destination	Government	Destination	Government
4250	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4301	Destination	Government	Destination	Government
4340	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
4401	Destination	Government	Destination	Government
4440	Destination	Government	Destination	Government
4500	Destination	Government	Destination	Government
4501	Destination	Government	Destination	Government
4540	Destination	Government	Destination	Government
4600	Destination	Government	Destination	Government
4601	Destination	Government	Destination	Government
4640	Destination	Government	Destination	Government
5200	Destination	Government	Destination	Government
5300	Destination	Government	Destination	Government
5400	Destination	Government	Destination	Government
5500	Destination	Government	Destination	Government
5600	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6201	Destination	Government	Destination	Government
6300	Destination	Government	Destination	Government
6301	Destination	Government	Destination	Government
6400	Destination	Government	Destination	Government
6401	Destination	Government	Destination	Government
6500	Destination	Government	Destination	Government
6501	Destination	Government	Destination	Government
6600	Destination	Government	Destination	Government
6601	Destination	Government	Destination	Government
7700	Destination	Government	Destination	Government
9700	Destination	Government	Destination	Government

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 16 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(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) Name: Janice Sebring

Activity: Naval Air Systems Command

Address: 47123 Buse Rd
Bldg. 2272, Suite 255
Patuxent River, MD 20670-1547

Phone: (301) 757-8982

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

Note: Regarding 5252.246-9529, at paragraph (c), contractor's representative is defined as an employee of the contractor, who is not employed in the day performance of the contract task order, and is visiting the Government work site for purposes of contract surveillance of work performed by the employees of the prime and subcontractor(s) on a specific task order.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 17 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4200	12/1/2009 - 11/30/2010
4240	12/1/2009 - 11/30/2010
4250	12/1/2009 - 11/30/2010
4300	12/1/2010 - 11/30/2011
4340	12/1/2010 - 11/30/2011
4400	12/1/2011 - 11/30/2012
4440	12/1/2011 - 11/30/2012
4500	12/1/2012 - 1/31/2014
4600	2/1/2014 - 1/31/2015
4601	2/1/2014 - 1/31/2015
5200	12/1/2009 - 11/30/2010
5300	12/1/2010 - 11/30/2011
5400	12/1/2011 - 11/30/2012
5500	12/1/2012 - 1/31/2014
5600	2/1/2014 - 1/31/2015
6200	12/1/2009 - 11/30/2010
6300	12/1/2010 - 11/30/2011
6400	12/1/2011 - 11/30/2012
6500	12/1/2012 - 1/31/2014
6600	2/1/2014 - 1/31/2015
7700	2/1/2015 - 4/30/2015
9700	2/1/2015 - 4/30/2015

CLIN – DELIVERIES OR PERFORMANCE

Base Year - The periods of performance for the following items are from date of task order award through 12 months thereafter, estimated at:

CLINs	Period of Performance
4200	1 Dec 09 – 30 Nov 10
4201	1 Dec 09 – 30 Nov 10
4240	1 Dec 09 – 30 Nov 10
5200	1 Dec 09 – 30 Nov 10
6200	1 Dec 09 – 30 Nov 10
6201	1 Dec 09 – 30 Nov 10

Option Year I - The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

CLINs	Period of Performance
4300	1 Dec 10 – 30 Nov 11
4301	1 Dec 10 – 30 Nov 11
4340	1 Dec 10 – 30 Nov 11
5300	1 Dec 10 – 30 Nov 11
6300	1 Dec 10 – 30 Nov 11

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 18 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6301	1 Dec 10 – 30 Nov 11
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Option Year II - The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

CLINs	Period of Performance
4400	1 Dec 11 – 30 Nov 12
4401	1 Dec 11 – 30 Nov 12
4440	1 Dec 11 – 30 Nov 12
5400	1 Dec 11 – 30 Nov 12
6400	1 Dec 11 – 30 Nov 12
6401	1 Dec 11 – 30 Nov 12

Option Year III - The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

CLINs	Period of Performance
4500	1 Dec 12 – 31 Jan 14
4501	1 Dec 12 – 31 Jan 14
4540	1 Dec 12 – 31 Jan 14
5500	1 Dec 12 – 31 Jan 14
6500	1 Dec 12 – 31 Jan 14
6501	1 Dec 12 – 31 Jan 14

Option Year IV - The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

CLINs	Period of Performance
4600	1 Feb 14 – 31 Jan 15
4601	1 Feb 14 – 31 Jan 15
4640	1 Feb 14 – 31 Jan 15
5600	1 Feb 14 – 31 Jan 15
6600	1 Feb 14 – 31 Jan 15
6601	1 Feb 14 – 31 Jan 15

Option V Period of Performance

CLINs	Period of Performance
7700	1 Feb 15 – 30 April 15
9700	1 Feb 15 – 30 April 15

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, Exhibits A and B, attached hereto, and the following:

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

(1) PCO, Naval Air Systems Command (AIR 2.5.1.10)

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 19 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

21983 Bundy Road, Bldg 441, Patuxent River, MD 20670-1547

(2) ACO, Code: See Block 7 on task order cover sheet.

(3) Naval Air Systems Command (OPSEC CDRL only)

Karen Abell, Code AIR-7.4.3
PMA-268, Program Security Manager
Naval Air Systems Command, Hangar #101
47765 Ranch Road, Suite A219
Patuxent River, MD 20670
e-mail: karen.abell@navy.mil

TOM/ATOM identified within G17, TOM Appointment
NAVY UCAS Program (PMA-268)
47123 Buse Road, Suite 255
Patuxent River, MD 20670

(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:

TOM/ATOM identified within G17, TOM Appointment
NAVY UCAS Program (PMA-268)
47123 Buse Road, Suite 255
Patuxent River, MD 20670

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 20 of 41	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

Note: All the provisions and clauses of Section G 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:

G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order: Janice Sebring

The Task Order Ordering Officer hereby appoints the following individual as the Alternate Task Order Manager (ATOM) for this task order: Jeff T. Semenza

(b) The TOM is responsible for those specific functions assigned in the TOM Appointment Letter and the Quality Assurance Surveillance Plan.

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

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

252.201-7000 Contracting Officer's Representative (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(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. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
**	**	**	**

**** SEE SECTION J - TASK ORDER CEILING SPREADSHEET**

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 21 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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) CLIN N/A is fully funded and performance under this CLIN is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs. FUNDING PROFILE It is estimated that these incremental funds will provide for support. The following details funding to date:

**** SEE SECTION J - TASK ORDER CEILING SPREADSHEET**

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **115,676 (this amount does not include the increased capacity or the hours associated with FFP tasking)** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **0** man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (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 **Base Period: 396 hours per week; Option Period I: 441 hours per week; Option Period II: 477 hours per week; Option Period III: 477 hours per week; and Option Period IV: 432 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.

(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.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 22 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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:

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the 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) 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

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 equal to 6.5 percent (6.5%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause 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 clause.

(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) withhold 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.

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I (NAVAIR)

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 23 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(JUNE 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), 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:

NOTE: SEE SECTION J, TASK ORDER CEILING SPREADSHEET (ATTACHMENT J7), FOR INFORMATION REQUIRED.

SLIN	ACRN	Amount Obligated
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- (f) Additional special payment instructions: Not Applicable.

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

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

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

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

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

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview

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

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

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at (Not Applicable) or DFAS via the numbers listed at www.dfas.mil

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF <https://wawf.eb.mil/FuncInfo.html> and WAWF Training <http://www.wawftraining.com> websites.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 24 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

Name (or Clause w/Name)	Email	Phone	Role
Janice Sebring	janice.sebring@navy.mil	(301) 757-8982	COR/TOM

Accounting Data

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SLINID  PR Number          Amount
-----
420001  1300136965          [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN#: 130013696500001

420002  1300136965          [REDACTED]
LLA :

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CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 25 of 41	FINAL
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AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN#: 130013696500002

5200 1300136965 [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN#: 130013696500001

620001 1300136965 [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN#: 130013696500002

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

420003 1300136965 [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN # 130013696500003

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

420004 [REDACTED] [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN 130013696500004

620002 [REDACTED] [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN 130013696500005

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

620003 1300136965-0003 [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 A00000302248
CIN 130013696500006

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

420005 1300136965-0004 [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN # 130013696500007

620004 [REDACTED] [REDACTED]
LLA :
AA 1701319 J7BA 251 00019 0 050120 2D 000000 / A00000302248
CIN # 130013696500008

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 26 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

430001 [REDACTED]
 LLA :
 AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
 CIN 130018423400001

530001 [REDACTED]
 LLA :
 AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
 CIN 130018423400001

630001 [REDACTED]
 LLA :
 AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
 CIN 130018423400002

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

430002 1300184234-0001 [REDACTED]
 LLA :
 AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
 CIN#130018423400003

630002 1300184234-0001 [REDACTED]
 LLA :
 AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
 CIN# 130018423400004

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

430003 1300184234-0002 [REDACTED]
 LLA :
 AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
 CIN# 130018423400005

630003 1300184234-0002 [REDACTED]
 LLA :
 AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
 CIN# 130018423400006

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 09

440001 1300230355 [REDACTED]
 LLA :
 AC 1721319 J7BA 251 00019 0 050120 2D 000000 A00000906762
 CIN 130023035500001

540001 1300230355 [REDACTED]
 LLA :
 AC 1721319 J7BA 251 00019 0 050120 2D 000000 A00000906762
 CIN 130023035500002

640001 1300230355 [REDACTED]
 LLA :
 AC 1721319 J7BA 251 00019 0 050120 2D 000000 A00000906762
 CIN 130023035500003

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 27 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 09 Funding ██████████
Cumulative Funding ██████████

MOD 10

440002 1300230355-0001 1000000.00
LLA :
AC 1721319 J7BA 251 00019 0 050120 2D 000000 A00000906762
CIN 130023035500004

640002 1300230355-0001 ██████████
LLA :
AC 1721319 J7BA 251 00019 0 050120 2D 000000 A00000906762
CIN 130023035500005

MOD 10 Funding 1067834.09
Cumulative Funding ██████████

MOD 11

440003 1300230355-0002 ██████████
LLA :
AC 1721319 J7BA 251 00019 0 050120 2D 000000 A00000906762
CIN 130023035500006

MOD 11 Funding ██████████
Cumulative Funding ██████████

MOD 12

440004 1300230355-0003 ██████████
LLA :
AD 1721319 J5XQ 251 00019 0 050120 2D 000000A10000906762
CIN: 130023035500007

640003 1300230355-0003 ██████████
LLA :
AD 1721319 J5XQ 251 00019 0 050120 2D 000000A10000906762
CIN: 130023035500008

MOD 12 Funding ██████████
Cumulative Funding ██████████

MOD 13

430003 1300184234-0002 ██████████
LLA :
AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
CIN# 130018423400005

630002 1300184234-0001 ██████████
LLA :
AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
CIN# 130018423400004

MOD 13 Funding ██████████
Cumulative Funding ██████████

MOD 14

630002 1300184234-0001 ██████████
LLA :
AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
CIN# 130018423400004

630003 1300184234-0002 ██████████
LLA :

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 28 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AB 1711319 J7BA 251 00019 0 050120 2D 000000 / A00000610703
CIN# 130018423400006

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

450001 1300317078 [REDACTED]
LLA :
AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
CIN:

450002 1300317078 [REDACTED]
LLA :
AF 1731319 J5XQ 251 00019 0 050120 2D 000000 / A10001504097
CIN:

550001 1300317078 [REDACTED]
LLA :
AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
CIN:

650001 1300317078 [REDACTED]
LLA :
AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
CIN:

650002 1300317078 [REDACTED]
LLA :
AF 1731319 J5XQ 251 00019 0 050120 2D 000000 / A10001504097
CIN:

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16

440003 1300230355-0002 [REDACTED]
LLA :
AC 1721319 J7BA 251 00019 0 050120 2D 000000 A00000906762
CIN 130023035500006

440004 1300230355-0003 [REDACTED]
LLA :
AD 1721319 J5XQ 251 00019 0 050120 2D 000000A10000906762
CIN: 130023035500007

640002 1300230355-0001 [REDACTED]
LLA :
AC 1721319 J7BA 251 00019 0 050120 2D 000000 A00000906762
CIN 130023035500005

640003 1300230355-0003 [REDACTED]
LLA :
AD 1721319 J5XQ 251 00019 0 050120 2D 000000A10000906762
CIN: 130023035500008

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 17

450003 1300317078-0001 [REDACTED]
LLA :
AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
Standard Number: CIN: 130031707800006

650003 1300317078-0001 [REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 29 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
 AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
 Standard Number: CIN: 130031707800007

MOD 17 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 18 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 19

450003 1300317078-0001 [REDACTED]
 LLA :
 AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
 Standard Number: CIN: 130031707800006

550002 1300317078-0003 [REDACTED]
 LLA :
 AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
 Standard Number: CIN: 130031707800006

550003 1300317078-0003 [REDACTED]
 LLA :
 AF 1731319 J5XQ 251 00019 0 050120 2D 000000 / A10001504097
 Standard Number: CIN: 130031707800005

550004 1300317078-0003 [REDACTED]
 LLA :
 AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
 Standard Number: CIN: 130031707800007

650002 1300317078 [REDACTED]
 LLA :
 AF 1731319 J5XQ 251 00019 0 050120 2D 000000 / A10001504097
 CIN:

650003 1300317078-0001 [REDACTED]
 LLA :
 AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
 Standard Number: CIN: 130031707800007

MOD 19 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 20

460001 1300387551 [REDACTED]
 LLA :
 AG 1741319 J7BA 251 00019 0 050120 2D 000000 A10002002527
 Standard Number: CIN: 130038755100021

460002 1300387551 [REDACTED]
 LLA :
 AH 1741319 J5XQ 251 00019 0 050120 2D 000000 A30002002527
 Standard Number: CIN: 130038755100023

560001 1300387551 [REDACTED]
 LLA :
 AH 1741319 J5XQ 251 00019 0 050120 2D 000000 A30002002527
 Standard Number: CIN: 130038755100024

660001 1300387551 [REDACTED]
 LLA :
 AG 1741319 J7BA 251 00019 0 050120 2D 000000 A10002002527
 Standard Number: CIN: 130038755100022

MOD 20 Funding [REDACTED]
 Cumulative Funding [REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 30 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 21

460003 1300387551-0001 [REDACTED]
LLA :
AH 1741319 J5XQ 251 00019 0 050120 2D 000000 A30002002527
Standard Number: 130038755100025

MOD 21 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 22

450003 1300317078-0001 [REDACTED]
LLA :
AE 1731319 J7BA 251 00019 0 050120 2D 000000 / A00001504097
Standard Number: CIN: 130031707800006

550003 1300317078-0003 [REDACTED]
LLA :
AF 1731319 J5XQ 251 00019 0 050120 2D 000000 / A10001504097
Standard Number: CIN: 130031707800005

650002 1300317078 [REDACTED]
LLA :
AF 1731319 J5XQ 251 00019 0 050120 2D 000000 / A10001504097
CIN:

MOD 22 Funding - [REDACTED]
Cumulative Funding [REDACTED]

MOD 23

660002 1300387551-0002 [REDACTED]
LLA :
AH 1741319 J5XQ 251 00019 0 050120 2D 000000 A30002002527
CIN: 130038755100026- [REDACTED]

MOD 23 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 24

770001 1300387551-0005 [REDACTED]
LLA :
AJ 1751319 J5XQ 251 00019 0 050120 2D 000000 A30002002527
CIN: 130038755100028 [REDACTED]

970001 1300387551-0005 [REDACTED]
LLA :
AJ 1751319 J5XQ 251 00019 0 050120 2D 000000 A30002002527
CIN: 130038755100029 [REDACTED]

MOD 24 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 31 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All the provisions and clauses of Section H 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:

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (CLINS 4201, 4301, 4401, 4501, 4601, 6201, 6301, 6401, 6501, and 6601)

- (a) The contract includes an option, per each 12-month term, for an increase in capacity not to exceed 10% (ten percent) of the total dollars of the Labor and ODC CLINs within the same respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the Contractor, due to increased program in-scope requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire contract exceed 5 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished at anytime during contract performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The Contractor shall be required to use the same hourly labor rates or Department of Labor hourly rates established for the current term and shall not exceed the 10% provided by the exercise of any option.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the Contractor anticipates acceleration of effort, greater than 10% during the current term, the Contractor shall provide notice in accordance with the clause SEA 5252.216-9122, "Level of Effort", (Dec 2000) of the contract.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment J1. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 32 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).

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

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

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

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

(e) Contracting restrictions.

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 33 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 3 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 34 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

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

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

5252.216-9512 PAPERLESS CONTRACTING (JUN 2009)

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

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

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

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

TM

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

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

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

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

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 35 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 36 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

5252.242-9502 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 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.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 37 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer’s. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: **Marquita J. Davis, Code 2.5.1.10.13 (301)-757-3280. Naval Air Warfare**

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 38 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Center-Aircraft Division (NAWC-AD), 21983 Bundy Road, Bldg. 441, Patuxent River, MD 20670.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 39 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

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

52.219-6 Notice of Total Small Business Set-Aside (June 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 40 of 41	FINAL
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The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to Patuxent River Naval Base, Patuxent River, MD 20670. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the TOM/ATOM. All losses are to have the permanent badges returned to Pass Office, Patuxent River, MD 20670 on the last day of the individual's task requirement.

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

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

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 24	PAGE 41 of 41	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment J1 List of Services Supplies for Clause 5252.209-9510

Attachment J2 TOM appointment letter as of Modification 08

Attachment J3 ATOM appointment letter as of Modification 01

Attachment J4 DD254 DoD Contract Security Classification Specification Guide - Finalized copy as of Modification 01

Attachment J5 Reserved

Attachment J6 Quality Assurance Surveillance Plan (QASP)

Attachment J7 Task Order Ceiling Spreadsheet as of Modification 24

Attachment J8 Exhibits A (CDRLs A001-A004, B001) - CDRLs updated as of Modification 01

Attachment J9 COR Designation Letter- Janice Sebring