

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
	U	1 2

2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE 12-Feb-2014	4. REQUISITION/PURCHASE REQ. NO. 1300329713-0004	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 SENEQUA.RIVERS@NAVY.MIL 301-757-5915	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AVIAN, L.L.C 22099 Three Notch Rd, Suite 113 Lexington Park MD 20653	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5356-M802
	10B. DATED (SEE ITEM 13) 13-Feb-2009
CAGE CODE 345J8	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) and FAR 52.232-22 Limitation of Funds
<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) Judy Switick, General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christin J Simpson, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Judy Switick (Signature of person authorized to sign)	15C. DATE SIGNED 13-Feb-2014	16B. UNITED STATES OF AMERICA BY /s/Christin J Simpson (Signature of Contracting Officer)	16C. DATE SIGNED 13-Feb-2014

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

GENERAL INFORMATION

The purpose of this modification is to realign ceiling, provide funding and extend the Period of Performance from 2/15/2014 to 4/30/2014. Accordingly, said Task Order is modified as follows: All other terms and conditions remain unchanged and in full force and effect. 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 [REDACTED]
[REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
440004	APN	[REDACTED]	[REDACTED]	[REDACTED]
440101	APN	[REDACTED]	[REDACTED]	[REDACTED]
441004	APN	[REDACTED]	[REDACTED]	[REDACTED]
441101	APN	[REDACTED]	[REDACTED]	[REDACTED]
442003	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED]
[REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
1000	[REDACTED]	[REDACTED]	[REDACTED]
1010	[REDACTED]	[REDACTED]	[REDACTED]
1020	[REDACTED]	[REDACTED]	[REDACTED]
4320	[REDACTED]	[REDACTED]	[REDACTED]
4400	[REDACTED]	[REDACTED]	[REDACTED]
4401	[REDACTED]	[REDACTED]	[REDACTED]
4410	[REDACTED]	[REDACTED]	[REDACTED]
4411	[REDACTED]	[REDACTED]	[REDACTED]
4420	[REDACTED]	[REDACTED]	[REDACTED]
4421	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 1 of 56	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
-----	---	-----	----	----	-----	-----	-----
1000	R710	Labor CPFF Base Period: Program Management Support Services IAW Section C and CDRL's (DD Form 1423)- MH60/S (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
100001	R710	Funding (Fund Type - OTHER)					
100002	R710	Funding (RDT&E)					
100003	R710	Funding (Fund Type - OTHER)					
1001	R710	Labor CPFF: Increase Capacity (10%) in support of CLIN 1000 - MH60/S (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
1010	R710	Labor CPFF Base Year: Program Management Support Service IAW Section C and CDRL's- MH60/R (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
101001	R710	Funding (Fund Type - OTHER)					
1011	R710	Labor CPFF Option for Base Year: Increase Capacity (10%) in support of CLIN 1010- MH60/R (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
1020	R710	Labor CPFF Base Year: Program Management	1.0	LO	██████████	██████████	██████████

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 2 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Support Services
IAW Section C and
CDRL's-
MH60/In-Service
(Fund Type - TBD)

102001 R710 Funding (O&MN,N)

102002 R710 Funding (O&MN,N)

102003 R710 Funding (O&MN,N)

102004 R710 Funding (O&MN,N)

102005 R710 Funding (O&MN,N)

1021 R710 Labor CPFF Option 1.0 LO
for Base Year:
Increase capacity
(10%) in support
of CLIN 1020-
MH60/In-Service
(Fund Type - TBD)
Option

██████████

██████████

██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
3000	R710	ODCs in support of CLIN 1000- Base Period- MH60/S (Fund Type - TBD)	1.0	LO	██████████
300001	R710	Funding (Fund Type - OTHER)			
300002	R710	Funding (RDT&E)			
3001	R710	ODCs in support of CLIN 1010- Base Period- MH60/R (Fund Type - TBD)	1.0	LO	██████████
300101	R710	Funding (Fund Type - OTHER)			
3002	R710	ODCs in support of CLIN 1020- Base Period- MH60/In-Service (Fund Type - TBD)	1.0	LO	██████████
300201	R710	Funding (O&MN,N)			

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 3 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R710	Labor CPFF Option Year 1: Program Management Support Services IAW Section C and CDRL's- MH60/S (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
410001	R710	Funds for CLIN 4100 (Fund Type - OTHER)					
410002	R710	Funds for CLIN 4100 (RDT&E)					
4101	R710	Labor CPFF: Increase Capacity (10%) in support of CLIN 4100- MH60/S (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
4110	R710	Labor CPFF Option Year 1: Program Management Support Services IAW Section C and CDRL's- MH60/R (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
411001	R710	Funding for CLIN 4110 (Fund Type - OTHER)					
4111	R710	Labor CPFF Option Year 1: Increase Capacity in support of CLIN 4110- MH60/R (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
4120	R710	Labor CPFF Option Year 1: Program Management Support Service IAW Section C and CDRL's- MH60/In-Service (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 4 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

412001	R710	Funding for CLIN 4120 (O&MN,N)				
412002	R710	Funding for CLIN 4120 (Fund Type - TBD)				
4121	R710	Labor CPFF Option Year 1: Increase Capacity (10%) in support of CLIN 4120- MH60/In-Service (Fund Type - TBD) Option	1.0	LO	██████████	██████████
4200	R710	Labor CPFF Option Year 2: Program Management Support Services IAW Section C and CDRL's- MH60/S (Fund Type - TBD)	1.0	LO	██████████	██████████
420001	R710	Funding in Support of CLIN 4200. (Fund Type - TBD)				
420002	R710	Funding in Support of CLIN 4200. (Fund Type - TBD)				
4201	R710	Labor CPFF: Increase Capacity (10%) in support of CLIN 4200- MH60/S (Fund Type - TBD) Option	1.0	LO	██████████	██████████
4210	R710	Labor CPFF Option Year 2: Program Management Support Services IAW Section C and CDRL's- MH60/R (Fund Type - TBD)	1.0	LO	██████████	██████████
421001	R710	Funding in Support of CLIN 4210. (Fund Type - TBD)				
4211	R710	Labor CPFF Option Year 2: Increase	1.0	LO	██████████	██████████

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 5 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Capacity (10%) in
support of CLIN
4210- MH60/R
(Fund Type - TBD)
Option

4220	R710	Labor CPFF Option Year 2: Program Management Support Services IAW Section C and CDRL's- MH60/In-Service (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
422001	R710	Funding in Support of CLIN 4220. (Fund Type - TBD)					
4221	R710	Labor CPFF Option Year 2: Increase Capacity (10%) in support of CLIN 4220- MH60/In-Service (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
4300	R710	Labor CPFF Option Year 3: Program Management Support Services IAW Section C and CDRL's- MH60/S (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
430001	R710	Funding in support of CLIN 4300 (APN)					
430002	R710	Funding in support of CLIN 4300 (RDT&E)					
4301	R710	Labor CPFF Option Year 3: Increase Capacity (10%) in support of 4300- MH60/S (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
4310	R710	Labor CPFF Option Year 3: Program Management Support Services IAW Section C and	1.0	LO	██████████	██████████	██████████

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 6 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

CDRL's- MH60/R
(Fund Type - TBD)

431001	R710	Funding in support of CLIN 4310. (APN)				
4311	R710	Labor CPFF Option Year 3: Increase Capacity (10%) in support of CLIN 4310- MH60/R (Fund Type - TBD) Option	1.0	LO		
4320	R710	Labor CPFF Option Year 3: Program Management Support Services IAW Section C and CDRL's- MH60/In-Service (O&MN,N)	1.0	LO		
432001	R710	Funding in support of CLIN 4320 (O&MN,N)				
4321	R710	Labor CPFF Option Year 3: Increase Capacity (10%) in support of CLIN 4320- MH60/In-Service (Fund Type - TBD) Option	1.0	LO		
4400	R710	Labor CPFF Option Year 4: Program Management Support Services IAW Section C and CDRL's- MH60/S (RDT&E)	1.0	LO		
440001	R710	Funding support for MH-60S RDT&E LABOR (RDT&E)				
440002	R710	Funding in support for MH-60S LABOR (APN)				
440003	R710	Funding in support for MH-60S LABOR (RDT&E)				

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 7 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

440004	R710	Funding in support for MH-60S APN (APN)					
4401	R710	Labor CPFF Option Year 4: Increase Capacity (10%) in support of CLIN 4400- MH60/S (Fund Type - TBD)	1.0	LO			
440101	R710	Funding in support for the MH-60 Romeo and Sierra helicopters (APN)					
4410	R710	Labor CPFF Option Year 4: Program Management Support Services IAW Section C and CDRL's- MH60/R (APN)	1.0	LO			
441001	R710	Funding in support of MH-60R labor clin (APN)					
441002	R710	Funding in support of MH-60R labor clin (APN)					
441003	R710	Funding in support of MHR, Labor CLIN (APN)					
441004	R710	Funding in support of MHR, Labor CLIN (APN)					
4411	R710	Labor CPFF Option Year 4: Increase Capacity (10%) in support of CLIN 4410- MH60/R (APN)	1.0	LO			
441101	R710	FUDNING IN SUPPORT OF MH-60R FY-14 (APN)					
4420	R710	Labor CPFF Option Year 4: Program Management Support Services IAW Section C and	1.0	LO			

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 8 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

CDRL's-
MH60/In-Service
(O&MN,N)

442001 R710 Labor CPFF Option
Year 4: Program
Management
Support Services
IAW Section C and
CDRL's-
MH60/In-Service
(O&MN,N)

442002 R710 Labor CPFF Option
Year 4: Program
Management
Support Services
IAW Section C and
CDRL's-
MH60/In-Service
(O&MN,N)

442003 R710 Labor CPFF Option
Year 4: Program
Management
Support (O&MN,N)

4421	R710	Labor CPFF Option Year 4: Increase Capacity (10%) in support of CLIN 4420- MH60/In-Service (O&MN,N)	1.0	LO	██████████	██████████	██████████
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6100	R710	ODCs in support of CLIN 4100- Option Year 1- MH60/S (Fund Type - TBD)	1.0	LO	██████████
610001	R710	Funding for CLIN 6100 (Fund Type - OTHER)			
610002	R710	Funding for CLIN 6100 (RDT&E)			
6101	R710	ODCs in support of CLIN 4110- Option Year 1- MH60/R (Fund Type	1.0	LO	██████████

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 9 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- TBD)

610101 R710 Funding for CLIN
6101 (Fund Type -
OTHER)

6102 R710 ODCs in support 1.0 LO [REDACTED]
of CLIN 4120-
Option Year 1-
MH60/In-Service
(Fund Type - TBD)

610201 R710 Funding for CLIN
6102 (O&MN,N)

6200 R710 ODCs in support 1.0 LO [REDACTED]
of CLIN 4200-
Option Year 2-
MH60/S (Fund Type
- TBD)

620001 R710 Funding in
Support of CLIN
6200. (Fund Type
- TBD)

6201 R710 ODCs in support 1.0 LO [REDACTED]
of CLIN 4210-
Option Year 2-
MH60/R (Fund Type
- TBD)

620101 R710 Funding in
Support of CLIN
6201. (Fund Type
- TBD)

6202 R710 ODCs in support 1.0 LO [REDACTED]
of CLIN 4220-
Option Year 2-
MH60/In-Service
(Fund Type - TBD)

620201 R710 Funding in
Support of CLIN
6202. (Fund Type
- TBD)

6300 R710 ODCs in support 1.0 LO [REDACTED]
of CLIN 4300-
Option Year 3-
MH60/S (Fund Type
- TBD)

630001 R710 Funding in
support of CLIN
6300. (APN)

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 10 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6301	R710	ODCs in support of CLIN 4310- Option Year 3- MH60/R (APN)	1.0	LO	██████████
630101	R710	Funding in support of CLIN 6301. (APN)			
6302	R710	ODCs in support of CLIN 4320- Option Year 3-MH60/In-Service (O&MN,N)	1.0	LO	██████████
630201	R710	Funding in support of CLIN 6302 (O&MN,N)			
6400	R710	ODCs in support of CLIN 4400- Option Year 4- MH60/S (Fund Type - TBD)	1.0	LO	██████████
640001	R710	Fudning in support for MH-60S ODC (APN)			
6401	R710	ODCs in support of CLIN 4410- Option Year 4- MH60/R (Fund Type - TBD)	1.0	LO	██████████
640101	R710	Funding in support MH-60R APN (APN)			
6402	R710	ODCs in support of CLIN 4420- Option Year 4- MH60/In-Service (O&MN,N)	1.0	LO	██████████
640201	R710	ODCs in support of CLIN 4420- Option Year 4- MH60/In-Service (O&MN,N)			
640202	R710	ODCs in support of CLIN 4420- Option Year 4- MH60/In-Service (O&MN,N)			

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 11 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK
NAVAL AIR SYSTEMS COMMAND
PMA-299
H-60 PROGRAM MANAGEMENT SUPPORT

1.0 Introduction. PMA-299, a program under the Program Executive Officer, Air Anti-Submarine Warfare (ASW) Assault and Special Mission Programs, supports multiple Seahawk variants including the SH-60B/F, the HH-60H, the new MH-60S, and MH-60R. The Seahawk missions include ASW, Anti-Surface Warfare (ASUW), Search-And-Rescue (SAR), Medical Evacuation (MEDEVAC), Communications Relay (COMMREL), Vertical Replenishment (VERTREP) and Naval Gunfire Support (NGFS). The MH-60 R/S are two ACAT 1C programs, which include major upgrades to the venerable H-60 and the addition of new missions (Airborne Mine Counter Measures (AMCM) and Armed Helo).

2.0 Scope. This is a Performance-Based, Cost-Plus-Fixed-Fee (CPFF) type Task Order. There are multiple Integrated Product Teams (IPTs) that are supported by this Task Order. The scope of this effort is to provide support services in development program management, production program management, and post-production program management support services.

3.0 Requirements. The Statement of Work (SOW) for this Task Order is shown in paragraph format by contract type and fund type. Paragraph 3.1 through 3.4 apply to Cost-Plus-Fixed Fee (CPFF) type tasking. For billing and tracking purposes, funding will be applied/segreated/tracked at the SubCLIN level.

3.1 MH-60 Sierra Program Management Support. Cost-Plus-Fixed-Fee (CPFF); APN-1 – The contractor shall provide program management support for the technical execution and tracking of the MH-60S in support of aircraft production and deliveries. To include, but not limited to; the collection and coordination of data, analysis of technical requirements that will be used in the preparation of documentation, and to provide production line support in the acquisition of airframe GFE, ancillary equipment, PGSE, training and logistics.

3.1.1 Perform data collection and analysis of MH-60S fiscal management procedures. Collect and analyze data pertinent to MH-60S fiscal procedures and patterns of performance. Provide recommendations for improvement of existing processes used in support of management decisions.

3.1.2 Perform financial analysis on the MH-60S airframe, propulsion, survivability, communications/radar, training and logistics components to support production integration efforts and provide recommendations on various acquisition strategies.

3.1.3 Provide acquisition support services to include financial analysis of projected and actual Non-Recurring Engineering (NRE) and Engineering Change Proposal (ECP) costs for production aircraft integration efforts, logistics support strategies, and training requirements to support each component.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 12 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.4 Perform acquisition support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints in support of the MH-60S production aircraft deliveries to include associated Air vehicle, survivability, communications/radar, training, logistics, ancillary equipment and support equipment sub-systems.

3.1.5 Collect, compile and analyze project and cost data for MH-60S production aircraft engineering and logistics support for incorporation into team work plans, data calls and supporting program documentation.

3.1.6 Provide analysis in support of the program management of hardware/software suppliers and field activities. This includes program tracking of cost/schedule/performance indicators, risk management and the review of production ECPs.

3.1.7 Provide support and services for the follow-on test and evaluation and production of MH-60S program products.

3.1.8 Provide analysis in support of Configuration Control and Management. Perform analyses and provide recommendations on ECPs, Airframe Bulletins, decision memorandums and Aircraft Change Control Board documents for the MH-60S air vehicle and propulsion systems.

3.1.9 Review and validate Government Furnished Property (GFP)/Government Furnished Equipment (GFE)/Government Furnished Information (GFI) requirements, scheduling and costs in support of production aircraft deliveries and ancillary equipment.

3.2 MH-60 Romeo Program Management Support. Cost-Plus-Fixed-Fee (CPFF); APN
– The contractor shall provide program management support for the technical execution and tracking of the MH-60R and the Tactical Common Data Link - C/KU Band (TCDL) in support of aircraft production and deliveries. To include, but not limited to: the collection and coordination of data, analysis of technical requirements that will be used in the preparation of documentation, and to production line support in the acquisition of airframe GFE, ancillary equipment, PGSE, training and logistics.

3.2.1 Perform data collection and analysis of MH-60R fiscal management procedures. Collect and analyze data pertinent to MH-60R fiscal procedures and patterns of performance. Provide recommendations for improvement of existing processes used in support of management decisions.

3.2.2 Perform financial analysis on the MH-60R airframe, propulsion, survivability, communications/radar, training, and logistics components to support production integration efforts and provide recommendations on various acquisition strategies.

3.2.3 Provide acquisition support services to include financial analysis of projected and actual Non-Recurring Engineering (NRE) and Engineering Change Proposal (ECP) costs for production aircraft integration efforts, logistics support strategies, and training requirements to support each component.

3.2.4 Perform acquisition support services to include analysis of contractor's cost data and

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 13 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

current burn rates against fiscal/funding constraints in support of the MH-60R production aircraft deliveries to include associated survivability, communications/radar, training, logistics, ancillary equipment and support equipment sub-systems.

3.2.5 Collect, compile and analyze project and cost data for MH-60R production aircraft engineering and logistics support for incorporation into team work plans, data calls and supporting program documentation.

3.2.6 Provide analysis in support of the program management of hardware/software suppliers and field activities. This includes program tracking of cost/schedule/performance indicators, risk management and the review of production ECPs.

3.2.7 Provide support and services for the follow-on test and evaluation and production of MH-60R program products.

3.2.8 Provide analysis in support of Configuration Control and Management. Perform analyses and provide recommendations on ECPs, Airframe Bulletins, decision memorandums and Aircraft Change Control Board documents for the MH-60R air vehicle and propulsion systems.

3.2.9 Review and validate Government Furnished Property (GFP)/Government Furnished Equipment (GFE)/Government Furnished Information (GFI) requirements, scheduling and costs in support of production aircraft deliveries and ancillary equipment.

3.3 H-60 In-Service Program Management Support. Cost-Plus-Fixed-Fee (CPFF); OM&N and SCN – H-60 aircraft, which are currently deployed in the Fleet, include H-60/B/F and H. These aircraft are out of production and maintained by the Fleet under the auspices of the In-Service Team. Additionally, the In-Service Team has responsibility for the integration of the MH-60S and MH-60R onto Fleet Ships. Contractor support is required to provide technical support, execution and tracking of the H-60B/F and H in support of Fleet aircraft maintenance and operations. To include, but not limited to: the collection and coordination of data, analysis of technical requirements that will be used in the preparation of documentation, and to continue engineering and logistics support of the In-Service Fleet aircraft and shipboard integration efforts.

3.3.1 Provide acquisition support services for fielded aircraft to include financial analyses of projected and actual weapons systems costs and potential product improvements initiatives; life cycle logistical support reduction strategies; and training requirements.

3.3.2 Utilizing financial data, perform acquisition support services to include trend and supportability analyses for the In-Service Program and shipboard integration efforts.

3.3.3 Participate in analyses to define, refine and reduce total ownership cost. This effort is designed to generate sensible, sustainable approaches to support the In-Service IPT cost reduction efforts.

3.3.4 Provide support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funds execution documents for the In-Service Program and shipboard integration efforts.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 14 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.3.5 Assist the In-Service IPT leader in identifying and monitoring funded and unfunded requirements for the H-60B/F and H Aircraft and shipboard integration efforts.

3.3.6 Collect, compile and analyze financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentations and other financial sheets for the In-Service Program and shipboard integration efforts.

3.3.7 Perform financial reconciliation on obligations and expenditure on all funds, update/develop spreadsheets, cost databases and financial status reports as required for the In-Service Program and shipboard integration efforts.

3.3.8 Assist the IPT leader by coordinating efforts with other NAVSEA and NAVAIR Program Offices regarding Multi-Mission Helicopter (MMH) ship/air integration programs. Assist the IPT leader with ensuring proper planning and coordination of events and tasks related to program and integration of the MH-60 aircraft onto Fleet ships and compatibility of shipboard systems. This includes identifying program risks and coordinating mitigation plans to ensure that the overall MMH Shipboard integration objectives are achieved.

3.4 MH-60S Airborne Mine Counter Measures Program Management Support. Cost-Plus-Fixed-Fee (CPFF); RDT&E- The contractor shall provide program management support for the technical execution and review of the MH-60S Airborne Mine Countermeasures (AMCM) program development, test and evaluation. This tasking includes, but is not limited to: the research, evaluation and analysis of requirements and supporting program data, data collection and coordination in support of program requirements/reviews, and identification of test article and prototype requirements.

3.4.1 Perform financial analyses on the AMCM program engineering and logistics requirements to support test and integration efforts and provide recommendations on various acquisition strategies to support upgrade development and testing, their potential return on investment, and associated risk to the program.

3.4.2 Provide acquisition support services to include financial analyses of projected and actual weapon systems costs for completion of AMCM development, test and integration efforts and potential product improvement initiatives; logistics and training strategies to support each alternative to support the AMCM sensor integration program.

3.4.3 Perform affordability analyses for various acquisition strategies in support of the AMCM program, specifically to address impacts of PMS-495 sensor development schedule changes and impacts to overall testing/integration efforts.

3.4.4 Perform acquisition support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints in support of the AMCM test and integration program to include evaluating the development/integration status on each individual system, such as Carriage, Stream Tow and Recovery System, (CSTRS), Common Console, AN/AQS-20A Sonar Mine Detection Set, Airborne Mine Neutralization System (AMNS), and Rapid Airborne Mine Clearance System (RAMICS) and impacts to overall testing.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 15 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.4.5 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the AMCM program in balancing mission requirements, System Weight, Air Vehicle Performance and configuration management and provide technical input to support the preparation or revision of related acquisition documentation.

3.4.6 Collect, compile and analyze project, and cost data for AMCM engineering/logistics/ test instrumentation for developmental testing for incorporation into team work plans, data calls, and supporting financial documentation.

4.0 Other Direct Costs

ODCs are based on a per annum Not To Exceed (NTE) amount. Other Direct Costs necessary for performance of this contract shall be reimbursed in accordance with NAVAIR clause 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs. Other Direct Costs may include general and administrative expenses, but shall not include profit. The number and types of trips, including the number of personnel traveling, shall be limited to the minimum required to accomplish work requirements, and shall be coordinated with the Government Project Manager for each individual task and the Task Order Manager. Approval of the Task Order Manager is required prior to commencement of any travel in support of this task order.

Travel to the following locations is anticipated during the period of performance:

Stratford, CT

Owego, NY

NAS North Island, CA

Tampa, FL

Burlington, VT

The government may direct other travel as necessary to accomplish assigned tasking. Local travel is not a reimbursable expense under this contract.

Approval shall be obtained from the Task Order Manager (TOM) prior to the purchase of any material. Maximum allowable amounts for materials will be established in the resulting task order. Any material remaining after completion of the contract, the cost of which has been reimbursed by the Government, will remain Government property and disposition instructions will be sought from the Procuring Contracting Officer (PCO). Examples of material to be procured under this task order includes, but is not limited to:

Toner for plotter, copiers and printers;

General Office supplies

5.0 Operation Security Program (OPSEC)

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 16 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

An OPSEC plan will be developed and implemented, upon Government approval, in accordance CDRL A005. The contractor is required to provide OPSEC protection for all classified information (as defined in FAR 4.401) and sensitive information (as defined in Title 15, United States Code, Section 278g-3(d) (4). Security policy, procedures, and requirements for classified information are provided in DoD Manual 5220.22-M, National Industrial Security Program Operating Manual (NISPOM). The concept of OPSEC is provided in National Security Decision Directive (NSDD) 298 of 22 January 1988, and OPNAVINST 3432.1. The contractor will apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.239-7016, as appropriate. The contractor will apply and use Distribution Statements following the provisions SECNAVINST 5510.36. In order to meet this requirement, the contractor shall develop, implement and maintain a facility level noted in Attachment 1, DD254, to protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance of this contract. The contractor's OPSEC program is to be described in a facility level OPSEC planning document. The contractor will submit only one draft OPSEC plan, applicable collectively to this delivery order, within 90 days of award. The contractor will submit the draft document in MS Word 6.0 (or later) format on floppy or compact disk to the government (AIR-7.4.4) for approval.

6.0 Navy Marine Corps Internet (NMCI).

Contractor personnel for contract performance may require the use of and/or access to Department of Navy Information Technology Resources. Applicable DoN IT Resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00024-00-D-6000, clause 5.2 "Ordering." NMCI may include general and administrative expenses, but shall not include profit. All NMCI shall be reimbursed in accordance with NAVAIR Clause 5252.237-9503, "Ordering Procedures for Navy Marine Corps Intranet (NCMI) Services."

As noted in this clause, the contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor, and any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

7.0 Deliverables

The contractor shall provide the following deliverables:

Monthly Status Report, (CDRL A001)

Monthly Funds and Expenditure Report (CDRL A002)

Information Technology Personnel Security Status Report for Security Office (CDRL A003)

Information Technology Personnel Security Status Report for COR/TOM (CDRL A004)

Operations Security (OPSEC) Plan (CDRL A005);

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 17 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

8.0 Non-Disclosure Agreements

In the performance of the contract, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the contract execute a non-disclosure agreement satisfactory to the Task Order Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor and employees' duties with respect to non-public information and promise to comply with those obligations. Copies of the executed non-disclosure agreements shall be provided to the Government.

In addition to complying with the terms and conditions of NAVAIR 5252.209-9510(e)(5) with respect to proprietary data of third parties, and DFARS 252.227-7025 with respect to technical data, the Contractor shall use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract only for Government purposes, and shall not do so for any commercial or personal purpose.

In the event that the Contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or on-going agreement with respect to which contract services are to be performed, the Contractor shall consider such interest a potential conflict of interest under NAVAIR 5252.209-9510(g) and promptly disclose it to the Contracting Officer.

9.0 Identification Badges

Contractor identification (ID) badges will be issued by the Government to on-site Contractor personnel. In accordance with NASPAXRIV Instruction 5510.15L, May 31, 2006, 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 Common Access Cards (CAC) are returned in accordance with the instruction identified previously in this paragraph.

10.0 Identification of Contractor Personnel

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

11.0 Standards of Quality and Timeliness

The work here shall be performance-based. The performance standards and metrics are found within Attachment (2), Quality Assurance Surveillance Plan (QASP).

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 18 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in 5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (OCT 2005) shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of 260 hours per week.

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

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

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Procuring Contracting Officer (PCO). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (Attachment #5: DD2875) and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 19 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website [IT Positions Process for Contractors.doc](#).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL 003. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 20 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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.

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

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-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 21 of 56	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Task Order Manager (TOM).

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 22 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

1000	2/16/2009 - 2/15/2010
1010	2/16/2009 - 2/15/2010
1020	2/16/2009 - 2/15/2010
3000	2/16/2009 - 2/15/2010
3001	2/16/2009 - 2/15/2010
3002	2/16/2009 - 2/15/2010
4100	2/16/2010 - 2/15/2011
4110	2/15/2014 - 4/30/2014
4120	2/16/2010 - 2/15/2011
4200	2/16/2011 - 2/15/2012
4210	2/16/2011 - 2/15/2012
4220	2/16/2011 - 2/15/2012
4300	2/16/2012 - 2/15/2013
4310	2/16/2012 - 2/15/2013
4320	2/16/2012 - 2/15/2013
4400	2/15/2014 - 4/30/2014
4401	2/16/2014 - 4/30/2014
4410	2/15/2014 - 4/30/2014
4411	2/15/2014 - 4/30/2014
4420	2/15/2014 - 4/30/2014
4421	2/15/2014 - 4/30/2014
6100	2/16/2010 - 2/15/2011
6101	2/16/2010 - 2/15/2011
6102	2/16/2010 - 2/15/2011
6200	2/16/2011 - 2/15/2012
6201	2/16/2011 - 2/15/2012
6202	2/16/2011 - 2/15/2012
6300	2/16/2012 - 2/15/2013
6301	2/16/2012 - 2/15/2013
6302	2/16/2012 - 2/15/2013
6400	2/15/2014 - 4/30/2014
6401	2/15/2014 - 4/30/2014
6402	2/15/2014 - 4/30/2014

CLIN - DELIVERIES OR PERFORMANCE

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

1000	2/16/2009 - 2/15/2010
1010	2/16/2009 - 2/15/2010

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 23 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

1020	2/16/2009 - 2/15/2010
3000	2/16/2009 - 2/15/2010
3001	2/16/2009 - 2/15/2010
3002	2/16/2009 - 2/15/2010
4100	2/16/2010 - 2/15/2011
4110	2/15/2014 - 4/30/2014
4120	2/16/2010 - 2/15/2011
4200	2/16/2011 - 2/15/2012
4210	2/16/2011 - 2/15/2012
4220	2/16/2011 - 2/15/2012
4300	2/16/2012 - 2/15/2013
4310	2/16/2012 - 2/15/2013
4320	2/16/2012 - 2/15/2013
4400	2/15/2014 - 4/30/2014
4401	2/16/2014 - 4/30/2014
4410	2/15/2014 - 4/30/2014
4411	2/15/2014 - 4/30/2014
4420	2/15/2014 - 4/30/2014
4421	2/15/2014 - 4/30/2014
6100	2/16/2010 - 2/15/2011
6101	2/16/2010 - 2/15/2011
6102	2/16/2010 - 2/15/2011
6200	2/16/2011 - 2/15/2012
6201	2/16/2011 - 2/15/2012
6202	2/16/2011 - 2/15/2012
6300	2/16/2012 - 2/15/2013
6301	2/16/2012 - 2/15/2013
6302	2/16/2012 - 2/15/2013
6400	2/15/2014 - 4/30/2014
6401	2/15/2014 - 4/30/2014
6402	2/15/2014 - 4/30/2014

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

1001	2/16/2009 - 2/15/2010
1011	2/16/2009 - 2/15/2010
1021	2/16/2009 - 2/15/2010
4101	2/16/2010 - 2/15/2011
4111	2/16/2010 - 2/15/2011
4121	2/16/2010 - 2/15/2011
4201	2/17/2011 - 2/16/2012
4211	2/16/2011 - 2/15/2012
4221	2/16/2011 - 2/15/2012

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 24 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4301	2/16/2012 - 2/15/2013
4311	2/16/2012 - 2/15/2013
4321	2/16/2012 - 2/15/2013

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on 2/16/2009 and shall continue 2/15/2010. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A-E, 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) TOM, Code: Len Price, PMA-299.

(2) ACO, Code: N/A

(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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 25 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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: Len Price (TOM) Location: Patuxent River, MD 20670

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed at Patuxent River Naval Air Station, MD.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 26 of 56	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manger (TOM) for this task order (Attachment 3):

Name: Stacie Reeder-Park

Code: PMA- 299

Mailing Address: Patuxent River, MD 20670

Telephone: 301-757-5340

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(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, PCO or ACO has issued a formal modification.

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:

Items	Allotted to Cost	Allotted to Fee	Est. Pd. of Performance
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1000			Feb 10
1010			16 Feb 09 - 15 Feb 10
1020			16 Feb 09 - 15 Feb 10
3000			16 Feb 09 - 15 Feb 10
3001			16 Feb 09 - 15 Feb 10
3002			16 Feb 09 - 15 Feb 10
4100			16 Feb 10 - 15 Feb 11
4110			16 Feb 10 - 15 Feb 11
4120			16 Feb 10 - 15 Feb 11
4200			16 Feb 11 - 15 Feb 12
4210			16 Feb 11 - 15 Feb 12
4220			16 Feb 11 - 15 Feb 12
4300			16 Feb 12 - 15 Feb 13
4310			16 Feb 12 - 15 Feb 13
4320			16 Feb 12 - 15 Feb 13
6100			16 Feb 10 - 15 Feb 11
6101			16 Feb 10 - 15 Feb 11
6102			16 Feb 10 - 15 Feb 11
6200			16 Feb 10 - 15 Feb 11
6201			16 Feb 10 - 15 Feb 11
6202			16 Feb 10 - 15 Feb 11
6300			16 Feb 12 - 15 Feb 13
6301			16 Feb 12 - 15 Feb 13
6302			16 Feb 12 - 15 Feb 13

4400			16 Feb 13- 15 Feb 14
4410			16 Feb 13- 15 Feb 14
6400			16 Feb 13- 15 Feb 14
6401			16 Feb 13- 15 Feb 14
4420			16 Feb 13- 15 Feb 14
6402			16 Feb 13- 15 Feb 14

ITEM	Allotted to Cost	Allotted to Fee	Est Pd. Of Performance
411002			15 Feb 2014 - 30 Apr 4
440004			15 Feb 2014 - 30 Apr 4
440101			15 Feb 2014 - 30 Apr 4
441101			15 Feb 2014 - 30 Apr 4
442003			15 Feb 2014 - 30 Apr 4

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 28 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(To be provided at the task order level)

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

(c) CLINs/SLINs 4410 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) 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.

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

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than [insert bi-weekly or monthly] based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the [insert "net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" or the dollars per hour (based on the fixed fee divided by the level of effort in hours)" if a level of effort contract; or "related provisional payment on account of allowable cost is to the total estimated cost of the contract or order" if a completion contract]. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 29 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

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 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. 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 DODAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	-- Select Combo for Fixed Price Supplies and Services. (Separate Invoices and
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CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 30 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

	Receiving Reports may also be used.) -- Select Cost Voucher for all Cost or T&M contracts or CLINs. Questions? Call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2101A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	
Ship To DODAAC (for Combo), Service Approver DODAAC (Cost Voucher)	N00019
DCAA Office DODAAC (Used on Cost Voucher's only):	HAA391
Paying Office DODAAC:	HQ0338

(c) 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 points of contact:

Name	Email	Phone	Role
Stacie Reeder	stacie.reeder@navy.mil	301-757-5340	COR

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 67,200 (to be completed for each order) 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 (to be identified at the task order level) 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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 31 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 258 [Yearly number of labor hours divided by 52 weeks]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.

(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 x ((Required LOE minus Expended LOE)divided by Required LOE)

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

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

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

(End of Clause)

Accounting Data

SLINID PR Number Amount

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 32 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

100001 1300122083 [REDACTED]
LLA :
AB 1791506 U1VR 251 00019 0 050120 2D 000000 A10000136867
CIN: 130012208300003

100002 1300122083 [REDACTED]
LLA :
AD 1791319 U5VT 251 00019 0 050120 2D 000000 A20000136867
CIN: 130012208300005

101001 1300122083 [REDACTED]
LLA :
AC 1791506 U1SH 251 00019 0 050120 2D 000000 A00000136867
CIN: 130012208300001

102001 1300122071 [REDACTED]
LLA :
AA 1791804 4A4N 251 00019 0 050120 2D 000000 A00000136724
CIN: 130012207100001

300001 1300122083 [REDACTED]
LLA :
AB 1791506 U1VR 251 00019 0 050120 2D 000000 A10000136867
CIN: 130012208300004

300002 1300122083 [REDACTED]
LLA :
AD 1791319 U5VT 251 00019 0 050120 2D 000000 A20000136867
CIN: 130012208300006

300101 1300122083 [REDACTED]
LLA :
AC 1791506 U1SH 251 00019 0 050120 2D 000000 A00000136867
CIN: 130012208300002

300201 1300122071 [REDACTED]
LLA :
AA 1791804 4A4N 251 00019 0 050120 2D 000000 A00000136724
CIN: 130012207100002

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

102002 1300122071-0001 [REDACTED]
LLA :
AA 1791804 4A4N 251 00019 0 050120 2D 000000 A00000136724
CIN:130012207100001
Cost Code:A00000136724

102003 1300122071-0001 [REDACTED]
LLA :
AA 1791804 4A4N 251 00019 0 050120 2D 000000 A00000136724
CIN: 130012207100002
Cost code: A00000136724

102004 1300122071-0001 [REDACTED]
LLA :
AA 1791804 4A4N 251 00019 0 050120 2D 000000 A00000136724
CIN: 130012207100003
Cost Code: A00000136724

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

102002 1300122071-0001 [REDACTED]

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 33 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
AA 1791804 4A4N 251 00019 0 050120 2D 000000 A00000136724
CIN:130012207100001
Cost Code:A00000136724

102003 1300122071-0001 [REDACTED]
LLA :
AA 1791804 4A4N 251 00019 0 050120 2D 000000 A00000136724
CIN: 130012207100002
Cost code: A00000136724

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

102005 1300139000 [REDACTED]
LLA :
AE 1701804 4A4N 251 00019 0 050120 2D 000000
CIN #: 130013900000001

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

100003 1300144827 [REDACTED]
LLA :
AF 1701506 U1VR 251 00019 0 050120 2D 000000
Cost Code: A00000361989
CIN: 130014482700001; [REDACTED]

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

410001 1300147815 [REDACTED]
LLA :
AF 1701506 U1VR 251 00019 0 050120 2D 000000
Cost Code: A00000382287
CIN: 1300134781500001, [REDACTED]

410002 1300147815 [REDACTED]
LLA :
AG 1701319 U5VT 251 00019 0 050120 2D 000000
Cost Code: A10000382287
CIN: 130014781500003, [REDACTED]

411001 1300147815 [REDACTED]
LLA :
AH 1701506 U1SH 251 00019 0 050120 2D 000000
Cost Code: A20000382287
CIN: 130014781500005, [REDACTED]

412001 1300147812 [REDACTED]
LLA :
AE 1701804 4A4N 251 00019 0 050120 2D 000000
Cost Code: A00000382283
CIN: 13001478120001, [REDACTED]

610001 1300147815 [REDACTED]
LLA :
AF 1701506 U1VR 251 00019 0 050120 2D 000000
Cost Code: A00000382287
CIN: 130014781500002, [REDACTED]

610002 1300147815 [REDACTED]
LLA :

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 34 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AG 1701319 U5VT 251 00019 0 050120 2D 000000
 Cost Code: A10000382287
 CIN: 130014781500004, [REDACTED]

610101 1300147815 [REDACTED]
 LLA :
 AH 1701506 U1SH 251 00019 0 050120 2D 000000
 Cost Code: A20000382287
 CIN: 130014781500006, [REDACTED]

610201 1300147812 [REDACTED]
 LLA :
 AE 1701804 4A4N 251 00019 0 050120 2D 000000
 Cost Code: A00000382283
 CIN: 13001478120002, [REDACTED]

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 09

412002 1300181761 [REDACTED]
 LLA :
 AJ 1711804 4A4N 251 00019 0 050120 2D 000000 A00000592451
 COST CODE: A00000592451
 CIN 130018176100001 [REDACTED]

MOD 09 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 10

420001 1300192654 [REDACTED]
 LLA :
 AM 1711506 U1VR 251 00019 0 050120 2D 000000 A10000665399
 Cost Code: A10000665399
 CIN: 130019265400002, [REDACTED]

420002 1300192654 [REDACTED]
 LLA :
 AK 1711319 U5VT 251 00019 0 050120 2D 000000 A00000665399
 Cost Code: A00000665399
 CIN: 130019265400001, [REDACTED]

421001 1300192654 [REDACTED]
 LLA :
 AL 1711506 U1SH 251 00019 0 050120 2D 000000 A20000665399
 Cost Code: A20000665399
 CIN: 130019265400004, [REDACTED]

422001 1300181761-0001 [REDACTED]
 LLA :
 AJ 1711804 4A4N 251 00019 0 050120 2D 000000 A00000592451
 Cost Code: A00000592451
 CIN: 130018176100002, [REDACTED]

620001 1300192654 [REDACTED]
 LLA :
 AM 1711506 U1VR 251 00019 0 050120 2D 000000 A10000665399
 Cost Code: A10000665399
 CIN: 130019265400003, [REDACTED]

620101 1300192654 [REDACTED]
 LLA :

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 35 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AL 1711506 U1SH 251 00019 0 050120 2D 000000 A20000665399
 Cost Code: A20000665399
 CIN: 130019265400005, [REDACTED]

620201 1300181761-0001 [REDACTED]
 LLA :
 AJ 1711804 4A4N 251 00019 0 050120 2D 000000 A00000592451
 Cost Code: A00000592451
 CIN: 130018176100001, [REDACTED]

MOD 10 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 11 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 13

430001 1300244403 [REDACTED]
 LLA :
 AN 1721506 U1VR 251 00019 0 050120 2D 000000 A10001016749
 CIN:130024440300002

430002 1300244403 [REDACTED]
 LLA :
 AP 1721319 U5VT 251 00019 0 050120 2D 000000 A00001016749
 CIN: 130024440300001

431001 1300244403 [REDACTED]
 LLA :
 AQ 1721506 U1SH 251 00019 0 050120 2D 000000 A20001016749
 CIN: 130024440300004

432001 1300242986 [REDACTED]
 LLA :
 AR 1721804 4A4N 251 00019 0 050120 2D 000000 A00001006799
 CIN: 130024298600001

630001 1300244403 [REDACTED]
 LLA :
 AN 1721506 U1VR 251 00019 0 050120 2D 000000 A10001016749
 CIN: 130024440300003

630101 1300244403 [REDACTED]
 LLA :
 AQ 1721506 U1SH 251 00019 0 050120 2D 000000 A20001016749
 CIN: 130024440300005

630201 1300242986 [REDACTED]
 LLA :
 AR 1721804 4A4N 251 00019 0 050120 2D 000000 A00001006799
 CIN: 130024298600002

MOD 13 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 14

440001 1300329713 [REDACTED]
 LLA :
 AV 1731319 U5VT 251 00019 0 050120 2D 000000 A10001580150
 CIN 130032971300003

440002 1300329713 [REDACTED]
 LLA :
 AT 1731506 U1VR 251 00019 0 050120 2D 000000 A00001580150
 CIN 130032971300001

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 36 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

441001 1300329713 [REDACTED]
 LLA :
 AU 1731506 U1SH 251 00019 0 050120 2D 000000 A20001580150
 CIN 130032971300004

640001 1300329713 [REDACTED]
 LLA :
 AT 1731506 U1VR 251 00019 0 050120 2D 000000 A00001580150
 CIN 130032971300002

640101 1300329713 [REDACTED]
 LLA :
 AU 1731506 U1SH 251 00019 0 050120 2D 000000 A20001580150
 CIN 130032971300005

MOD 14 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 15 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 16

442001 1300328347-0002 [REDACTED]
 LLA :
 AW 1731804 4A4N 251 00019 0 050120 2D 000000 A00001571653
 CIN 130032834700001: \$170,240.00

640201 1300328347-0002 [REDACTED]
 LLA :
 AX 1731804 4A4N 251 00019 0 050120 2D 000000 A00001571653
 CIN 130032834700002

MOD 16 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 17

441002 1300329713-0001 [REDACTED]
 LLA :
 AU 1731506 U1SH 251 00019 0 050120 2D 000000 A20001580150
 CIN 130032971300006

442002 1300354196 [REDACTED]
 LLA :
 AY 1731804 4A4N 251 00019 0 050120 2D 000000 A00001755174
 CIN 130035419600001

640202 1300354196 [REDACTED]
 LLA :
 AY 1731804 4A4N 251 00019 0 050120 2D 000000 A00001755174
 CIN 130035419600002

MOD 17 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 18 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 19

440003 1300329713-0003 [REDACTED]
 LLA :
 AZ 1741319 U5VT 251 00019 0 050120 2D 000000 A30001580150
 CIN 130032971300008; [REDACTED]

441003 1300329713-0003 [REDACTED]
 LLA :

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 37 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

BA 1741506 U1VR 251 00019 0 050120 2D 000000 A40001580150
CIN 130032971300009: [REDACTED]

MOD 19 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 20

440004 1300329713-0004 [REDACTED]
LLA :
BA 1741506 U1VR 251 00019 0 050120 2D 000000 A40001580150
CIN 130032971300010

440101 1300329713-0004 [REDACTED]
LLA :
BA 1741506 U1VR 251 00019 0 050120 2D 000000 A40001580150
CIN 130032971300011

441004 1300329713-0004 [REDACTED]
LLA :
BB 1741506 U1SH 251 00019 0 050120 2D 000000 A50001580150
CIN # - 130032971300012

441101 1300329713-0004 [REDACTED]
LLA :
BB 1741506 U1SH 251 00019 0 050120 2D 000000 A50001580150
CIN 130032971300013

442003 1300402249 [REDACTED]
LLA :
BC 17418044A4N 251 00019 0 050120 2D 000000 A00002117045
CIN 130040224900001

MOD 20 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 38 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 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.

52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (May 2004)

- (a) Definition. “Service-disabled veteran-owned small business concern”— (1) Means a small business concern— (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- (b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered. (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.
- (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for— (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns; (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns; (3) General construction, at least 15 percent of the cost of

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 39 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if— (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement; (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation. (4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

Task Order Clause H-2 INCREASED CAPACITY WITHIN THE PERIOD OF PERFORMANCE

(a) The task order includes an option per period of performance for an increase in capacity not to exceed ten percent (10%) within the period of performance. This option may be exercised at the Government's discretion, when and if it determines that there has been a within scope change to magnitude of work for the task order which would necessitate an increase in the level of effort provided by the contractor due to expanding program requirements.

(b) The use of this option does not provide an extension to the length of time for period of performance.

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

(d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than 30 calendar days prior to the expiration of the task order; provided the Government has given the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance at least 7 days before the exercise of the option.

(e) At the time of the exercise of the option for increased capacity within the period of performance, the CLIN may be restructured as needed to conform with the task order CLIN structure.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR)

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 40 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

(2) "Nondevelopmental items" as defined in FAR 2.101.

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

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

(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.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 41 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(e) Contracting restrictions.

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

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

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

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 42 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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)

(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)

(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))

(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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 43 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 44 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:

(1) The services being acquired are highly unique or specialized;

(2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or

(3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.

(d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 45 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 46 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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

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

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 47 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

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

(b) The Support Services contractor shall obtain written authorization from the Contracting

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 48 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

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

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

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

(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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 49 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

shall take precedence.

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

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

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

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

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

(a) The term “material” includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written 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,

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 50 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

**Terressa Bebout
Code 2.5.1.10, Bldg 441
21983 Bundy Road
Patuxent River, MD 20670
(301) 757-7090**

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 51 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

Clauses specific in Section I - of the Seaport-e basic contract are incorporated into this task order, if applicable.

I-1 Task Order Options

(a) The Government may extend the term of this order by written notice to the Contractor within 5 calendar days of the end of the current period of performance; provided that Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 order shall be considered to include this option clause.

(c) The total duration of this order, including the exercise of any options under this clause, shall not exceed 6 years and 6 months.

I-2 Option to Extend Order

The Government may require continued performance of any services within the limits and at the rates specified in the order. 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 Office may exercise the option by written notice to the Contractor within 5 calendar days of the end of the current period of performance.

Clauses incorporated by reference only:

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)

52.204-2 Security Requirements

52.222-41 Service Contract Act (1965)

52.232-23 Assignment of Claims (JAN 1986) Alternate I (APR 1984)

52.237-3 Continuity of Services (JAN 1991)

52.244-2 Subcontracts (JUNE 2007)

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 52 of 56	FINAL
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be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

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

52.217-8 Option to Extend Services.

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

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 _____ [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside.

As prescribed in [19.508\(c\)](#), insert the following clause:

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.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 53 of 56	FINAL
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52.219-8 Utilization of Small Business Concerns.

As prescribed in [19.708\(a\)](#), insert the following clause:

Utilization of Small Business Concerns (May 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 54 of 56	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

52.219-14 Limitations on Subcontracting.

As prescribed in [19.508\(e\)](#) or [19.811-3\(e\)](#), insert the following clause:

Limitations on Subcontracting (Dec 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 55 of 56	FINAL
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(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 56 of 56	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment #1: Contract Security Classification Specification, DD Form 254 (Revised)

Attachment #2: Quality Assurance Surveillance Plan (QASP)

Attachment #3: TOM Appointment Letter

Attachment #4: Wage Determination

Attachment #5: System Authorization Access Request, DD Form 2875

Attachment #6: Notice of Assignment

Exhibit A-E: Contract Data Requirements List (CDRL), DD Form 1423