

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 38
3. EFFECTIVE DATE 18-Mar-2015
4. REQUISITION/PURCHASE REQ. NO. 1300396250-0001
5. PROJECT NO. (If applicable) N/A

6. ISSUED BY CODE N00421
7. ADMINISTERED BY (If other than Item 6) CODE S2101A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
christopher.pennini@navy.mil 301-757-5921

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

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-M803
		10B. DATED (SEE ITEM 13) 21-Nov-2011
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 the mutual agreement of both parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Judy Switick, General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victoria S Thompson, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Judy Switick (Signature of person authorized to sign)	15C. DATE SIGNED 13-Mar-2015	16B. UNITED STATES OF AMERICA BY /s/Victoria S Thompson (Signature of Contracting Officer)	16C. DATE SIGNED 18-Mar-2015

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to deobligate SLIN 620301 in the amount shown below... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from [REDACTED]
[REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
620301	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from \$17,223,419.25 by \$0.00 to \$17,223,419.25.

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 1 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R408	Base Period: Services in Accordance with Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee. (APN)	1.0	LO	██████████	██████████	\$1,161,807.53
400001	R408	Incremental Funding in support of CLIN 4000 (APN)					
400002	R408	Incremental Funding in support of CLIN 4000 (APN)					
400003	R408	Funding in support of CLIN 4000 in the amount of \$179,382.36. ACRN AA (APN)					
4001	R408	Services in Accordance with Statement of Work (SOW) Para. 3.2; OM&N funding type. Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	\$115,575.56
4002	R408	Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	\$393,390.89
400201	R408	Funding in support of CLIN 4002 (ACRN AC) (RDT&E)					
400202	R408	Funding in support of CLIN 4002 (ACRN AD) (RDT&E)					
4003	R408	Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$801,510.66
400301	R408	Funding in support of CLIN 4003 (C130H) ACRN AB) (Fund Type - OTHER)					
4004	R408	Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS Funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	\$115,575.56
400401	R408	Funding in support of CLIN 4004 in the amount of \$45,000. FMS Case# FR-P-GWR. ACRN AE (FMS)					
400402	R408	Funding in support of CLIN 4004 in the amount of \$18,374.41. FMS Case# FR-P-LGH. ACRN AG (FMS)					

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 2 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4010	R408	Base Period: 10% Increased Capacity Services In accordance with Statement of Work (SOW) Para.3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$258,786.02
4040	R408	Base Period: Technical Data in Accordance with Statement of Work (SOW) Para. 3.6; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
4050	R408	Base Period: OPSEC Data in Accordance with Statement of Work (SOW) Para.3.7; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
4100	R408	Option Period I: Services in Accordance with Statement of Work (SOW) Para.3.1; APN funding type. Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO	██████████	██████████	\$2,029,473.10
410001	R408	Funding in support of CLIN 4100 in the amount of \$529,989.11. ACRN AJ (APN)					
410002	R408	Funding in support of CLIN 4100 in the amount of \$192,000. ACRN AJ (APN)					
410003	R408	Funding in support of CLIN 4100 in the amount of \$1,033,225. ACRN AJ (APN)					
410004	R408	Funding in support of CLIN 4100 in the amount of \$101,299.83 ACRN AY (APN)					
4101	R408	Option Period I: Services in Accordance with Statement of Work Para. 3.2; O&MN funding type; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	\$176,886.32
4102	R408	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	\$602,542.93
410201	R408	Funding in support of CLIN 4102 in the amount of \$5,000. ACRN AK (RDT&E)					
410202	R408	Funding in support of CLIN 4102 in the amount of \$109717.04. ACRN AQ (RDT&E)					
410203	R408	Funding in support of CLIN 4102 in the amount of \$13,650.77. ACRN AQ (RDT&E)					
410204	R408	Funding in support of CLIN 4102 in the amount of \$304,645.25. ACRN AS (RDT&E)					
410205	R408	Funding in support of CLIN 4102 in the amount of \$27,234.00. ACRN AT (RDT&E)					
410206	R408	Funding in support of CLIN 4102 in the amount of \$91,121.93. ACRN AZ (RDT&E)					

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 3 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4103	R408	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$727,509.69
410301	R408	Funding in support of CLIN 4103 in the amount of \$53,000.00 (C130H). ACRN AB (Fund Type - OTHER)					
410302	R408	Funding in support of CLIN 4103 in the amount of \$199,049.04. ACRN AR (Fund Type - OTHER)					
410303	R408	Funding in support of CLIN 4103 deobligated from \$174,496.96 to \$173,050.04 (C130H). ACRN AB (Fund Type - OTHER)					
410304	R408	Funding in support of CLIN 4103 deobligated from \$5,866.99 to \$0. ACRN AR (Fund Type - OTHER)					
410305	R408	Funding in support of CLIN 4103 deobligated from \$46,995.92 to \$0. ACRN AR (Fund Type - OTHER)					
4104	R408	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	\$426,833.19
410401	R408	Funding for CLIN 4104 (FMS)					
410402	R408	Funding for CLIN 4104 (FMS)					
410403	R408	Funding for CLIN 4104 (FMS)					
410404	R408	Funding for CLIN 4104 Case # FR-P-GWR deobligated from \$192,251.23 to \$97,605.93. (FMS)					
4110	R408	Option Period I: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para. 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$396,324.52
4140	R408	Option Period I: Technical Data in Accordance with Statement of Work (SOW) Para.3.6; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
4200	R408	Option Period II: Services in Accordance with Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO	██████████	██████████	\$1,825,027.62

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 4 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420001	R408	Incremental Funding in support of Labor CLIN 4200 (APN)					
420002	R408	Incremental Funding in support of Labor CLIN 4200 (APN)					
420003	R408	Incremental Funding in support of Labor CLIN 4200 (APN)					
420004	R408	Incremental Funding in support of Labor CLIN 4200 (APN)					
4201	R408	Option Period II: Services in Accordance with Statement of Work Para. 3.2; O&MN funding type; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	\$181,414.61
4202	R408	Option Period II: Services in Accordance with Statement of Work Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	\$617,968.02
420201	R408	Incremental Funding in support of Labor CLIN 4202 (RDT&E)					
420202	R408	Incremental Funding in support of Labor CLIN 4202 (RDT&E)					
420203	R408	Incremental Funding in support of Labor CLIN 4202 (RDT&E)					
4203	R408	Option Period II: Services in Accordance with Statement of Work Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$1,258,933.93
420301	R408	Incremental Funding in support of CLIN 4203 (Fund Type - OTHER)					
420302	R408	Incremental Funding in support of CLIN 4203 (Fund Type - OTHER)					
420303	R408	Incremental Funding in support of CLIN 4203 (Fund Type - OTHER)					
420304	R408	Incremental Funding in support of CLIN 4203 (Fund Type - OTHER)					
420305	R408	Incremental Funding in support of CLIN 4203 (Fund Type - OTHER)					
420306	R408	Incremental Funding in support of CLIN 4203 (Fund Type - OTHER)					
4204	R408	Option Period II: Services in Accordance with Statement of Work Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	\$181,360.13

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 5 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4210	R408	Option Period II: 10% Increased Capacity Services in accordance with Statement of Work (SOW). Para 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$406,470.43
4240	R408	Option Period II: Technical Data in Accordance with Statement of Work (SOW) Para.3.6; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████████	██████████	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base Period: Other Direct Costs in Accordance with Statement of Work (SOW) Para.4.0; APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	\$183,238.71
600001	R408	Incremental Funding in support of CLIN 6000 (APN)			
600002	R408	Incremental Funding in support of CLIN 6000 (APN)			
6001	R408	Base Period: Other Direct Costs in Accordance with Statement of Work Para. 4.0; O&MN funding type; Cost Reimbursement (No Fee). (O&MN,R)	1.0	LO	\$17,819.66
6002	R408	Base Period: Other Direct Costs in Accordance with Statement of Work Para. 4.0; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	\$60,872.46
600201	R408	Funding in support of CLIN 6002 (ACRN AC) (RDT&E)			
600202	R408	Funding in support of CLIN 6002 (ACRN AD) (RDT&E)			
6003	R408	Base Period: Other Direct Costs in Accordance with Statement of Work Para. 4.0; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	\$130,851.43
600301	R408	Funding in support of CLIN 6003 (C130H) (ACRN AB) (Fund Type - OTHER)			
6004	R408	Base Period: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; FMS funding type; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX)	1.0	LO	\$17,819.66
600401	R408	Funding in support of CLIN 6004 in the amount of \$12,000. FMS Case# FR-P-GWR. ACRN AF (FMS)			
600402	R408	Funding in support of CLIN 6004 in the amount of \$5,000. FMS Case# FR-P-LHG. ACRN AH (FMS)			
6010	R408	Base Period: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para.3.8; Cost Reimbursement (No Fee). (Fund Type - TBD) Option	1.0	LO	\$41,060.19

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 6 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	R408	Option Period I: Other Direct Costs in Accordance with Statement of Work (SOW) Para.4.0; APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	\$290,240.45
610001	R408	Funding in support of CLIN 6100 in the amount of \$5,000. ACRN AJ (APN)			
610002	R408	Funding in support of CLIN 6100 in the amount of \$38,412. ACRN AJ (APN)			
6101	R408	Option Period I: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; O&MN funding type; Cost Reimbursement (No fee). (O&MN,N)	1.0	LO	\$27,660.36
6102	R408	Option Period I: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	\$97,392.36
610201	R408	Funding in support of CLIN 6102 in the amount of \$0. ACRN AK (RDT&E)			
610202	R408	Funding in support of CLIN 6102 in the amount of \$9,000. ACRN AQ (RDT&E)			
610203	R408	Funding in support of CLIN 6102 in the amount of \$0. ACRN AS (RDT&E)			
610204	R408	Funding in support of CLIN 6102 in the amount of \$0. ACRN AT (RDT&E)			
6103	R408	Option Period I: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	\$186,018.95
610301	R408	Funding in support of CLIN 6103 (Fund Type - OTHER)			
610302	R408	Funding in support of CLIN 6103 deobligated from \$6,030.00 to \$1,057.08. ACRN AR (Fund Type - OTHER)			
6104	R408	Option Period I: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; FMS funding type; Cost Reimbursement (No fee). (FMS Case #XX-X-XXX)	1.0	LO	\$47,660.36
610401	R408	Funding in CLIN 6104 (FMS)			
610402	R408	Funding in CLIN 6104 (FMS)			
610403	R408	Finding for CLIN 6104 (FMS)			
610404	R408	Funding for CLIN 6104 Case # FR-P-GWR deobligated from #11,339.64 to \$0. (FMS)			
6110	R408	Option Period I: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para.3.8; Cost Reimbursement(No Fee). (Fund Type - TBD) Option	1.0	LO	\$64,897.25
6200	R408	Option Period II: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	\$302,198.82
620001	R408	Incremental Funding in support of ODC CLIN 6200 (APN)			

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 7 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620002	R408	Incremental Funding in support of ODC CLIN 6200 (APN)			
6201	R408	Option Period II: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; O&MN funding type; Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	\$28,801.33
6202	R408	Option Period II: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	\$101,401.95
620201	R408	Incremental Funding in Support of CLIN 6202 (RDT&E)			
6203	R408	Option Period II: Other Direct Costs in Accordance with Statement of Work Para. 4.0; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	\$214,508.60
620301	R408	Deobligated (Fund Type - OTHER)			
620302	R408	Incremental Funding in support of CLIN 6203 (Fund Type - OTHER)			
6204	R408	Option Period II: Other Direct Costs in Accordance with Statement of Work Para. 4.0; FMS funding type; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX)	1.0	LO	\$28,801.33
6210	R408	Option Period II: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para.3.8; Cost Reimbursement (No Fee). (Fund Type - TBD)	1.0	LO	\$67,571.20
		Option			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	Option Period III: Services in Accordance with Statement of Work (SOW) Para.3.1; APN funding type; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO			\$3,418,757.78
700001	R408	Incremental Funding in support of CLIN 7000 (APN)					
700002	R408	Incremental Funding in support of CLIN 7000 (APN)					
700003	R408	Incremental Funding in support of CLIN 7000 (APN)					
700004	R408	Incremental Funding in support of CLIN 7000 (APN)					
700005	R408	Incremental Funding in support of CLIN 7000 (APN)					
700006	R408	Incremental Funding in support of CLIN 7000 (APN)					
700007	R408	Incremental Funding in support of CLIN 7000 (APN)					

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 8 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700008	R408	Incremental Funding in support of CLIN 7000 (APN)					
7001	R408	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 3.2; O&MN funding type; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	\$50,000.00
7002	R408	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 4.0; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	\$50,000.00
7003	R408	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$350,000.00
700301	R408	Incremental Funding in support of CLIN 7003 (Fund Type - OTHER)					
7004	R408	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	\$300,002.94
7010	R408	Option Period III: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para. 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$416,876.07
7040	R408	Option Period III: Technical Data in Accordance with Statement of Work (SOW) Para.3.6; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
7100	R408	Option Period IV: Services in Accordance with the Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee (CPFF). (APN) Option	1.0	LO	██████████	██████████	\$1,919,665.08
7101	R408	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.2; O&MN funding type; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N) Option	1.0	LO	██████████	██████████	\$190,821.92
7102	R408	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	\$650,012.98

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 9 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7103	R408	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$1,324,216.41
		Option					
7104	R408	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	\$190,764.62
		Option					
7110	R408	Option Period IV: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para. 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - TBD)	1.0	LO	██████████	██████████	\$427,548.10
		Option					
7140	R408	Option Period IV: Technical Data in Accordance with Statement of Work (SOW) Para. 3.6; Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Option Period III: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	\$314,653.36
900001	R408	Incremental Funding in support of CLIN 9000 (APN)			
900002	R408	Incremental Funding in support of CLIN 9000 (APN)			
9001	R408	Option Period III: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; O&MN funding type; Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	\$29,989.23
9002	R408	Option Period III: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	\$105,578.05
9003	R408	Option Period III: Other Direct Costs in Accordance with the Statement of Work (SOW) Para. 4.0; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	\$223,352.49
9004	R408	Option Period III: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; FMS funding type; Cost Reimbursement (No	1.0	LO	\$29,989.23

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 10 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Fee). (FMS Case #XX-X-XXX)			
9010	R408	Option Period III: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para.3.8; Cost Reimbursement (No Fee). (Fund Type - TBD) Option	1.0	LO	\$70,356.24
9100	R408	Option Period IV: Other Direct Costs in Accordance with Statement of Work Para. 4.0; APN funding type; Cost Reimbursement (No Fee) (APN) Option	1.0	LO	\$327,623.06
9101	R408	Option Period IV: Other Direct Costs in Accordance with Statement of Work Para. 4.0; OM&N funding type; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	\$31,227.42
9102	R408	Option Period IV: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; RDT&E funding type; Cost Reimbursement (No fee). (RDT&E) Option	1.0	LO	\$109,928.48
9103	R408	Option Period IV: Other Direct Costs in Accordance with Statement of Work Para. 4.0; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	\$232,562.93
9104	R408	Option Period IV: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 4.0; FMS funding type; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX) Option	1.0	LO	\$31,227.42
9110	R408	Option Period IV: 10% Increased Capacity ODCs in Accordance with Statement of Work (SOW) Para. 3.8; Cost Reimbursement (No Fee). (Fund Type - TBD) Option	1.0	LO	\$73,256.93

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 11 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4000-4004, 4100-4104, 4200-4204, 7000-7004 and 7100-7104 - The Contractor shall provide supplies and services in accordance with the Section C Performance-Based Statement of Work (PBSOW) to support the requirements of the NAVAIR PMA-209 Aviation Capabilities Integration Systems Team (ACIST).

Items 4010, 4110, 4210, 7010 and 7110 The Contractor shall provide supplies and services in accordance with paragraph 3.8 of the Performance-Based Statement of Work.

Items 6000-6004, 6100-6104, 6200-6204, 9000-9004 and 9100-9104 - The Contractor shall provide material, travel, and NMCI in accordance with paragraph 4.0 of the Performance-Based Statement of Work.

Items 6010, 6110, 6210, 9010 and 9110 - The Contractor shall provide material, travel, and NMCI in accordance with paragraph 3.8 of the Performance-Based Statement of Work.

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

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

The following addendum is hereby added to the existing statement of work. This Statement of Work Addendum does not apply to any line items funded by Foreign Military Sales (FMS).

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, #N00178-08-D-5356-M803, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in SEA 5252.216-9122 (Dec 2000), shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of 479 hours per week, under CLINs 4100, 4101, 4102, and 4103 (Option Period I) and CLINs 4200, 4201, 4202, and 4203 (Option Period II) . Any deviations from this must be approved in advance by the Contracting Officer.

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 12 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 13 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**Aviation Capabilities Integration Systems Team (ACIST)
Contractor Support Services (CSS)
Performance-Based Statement of Work (PBSOW)**

1.0 Introduction – Aviation Capabilities Integration Systems Team (ACIST)

This acquisition support effort entails all Air Combat Electronics (ACE) Aviation Capabilities Integration Systems Team efforts required to lead, manage, integrate, develop, modify, and support capability definition through integration and support for platform integration projects. The scope of effort is defined by two major subdivisions of effort. The first includes tasks such as analysis of alternatives and early systems engineering activities required to define programmatic and technical assumptions (PTAs) for new and emerging opportunities, common capabilities, and/or systems. The second includes tasks that involve the management, engineering, and logistics support required to design, modify, integrate, produce, and install capability, systems, and subsystem integrations into aviation systems. This support will be utilized to assist Government programmatic, engineering, test and evaluation, and logistic personnel and their efforts in support of original equipment manufacturers or integrators. Per FAR 9.505-2 -- Preparing Specifications or Work Statements, if a contractor prepares, or assists in preparing, a work statement to be used in competitively acquiring a system or services -- or provides material leading directly, predictably, and without delay to such a work statement -- that contractor is generally prohibited from supplying the system, major components of the system, or the services.

2.0 Scope

This is a Performance-Based, Cost-Plus-Fixed-Fee (CPFF) task order. The effort to be provided to this overarching IPT is outlined below and aligned by CLIN for tracking and billing purposes.

3.0 Requirements

The Statement of Work (SOW) for this task order is laid out in paragraph format to facilitate tracking and task identification. It is noted that instructions and policies discussed in this SOW can be found at the following website: <https://homepages.navair.navy.mil/directives/>.

3.1 APN Funded Tasks (Cost-Plus-Fixed Fee)

- (a) The contractor shall assist the Government in managing platform modification and retrofit integration requirements and ensuring all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall ensure all platform integration requirements are documented IAW Government direction.
- (b) The contractor shall assist in the development of contract strategies to execute platform modification and retrofit integration requirements. The contractor shall also support contract administration activities such as Procurement Planning Conferences (PPCs) and Procurement Initiation Document (PID) development.
- (c) The contractor shall monitor platform modification and retrofit integration costs for adherence within defined cost parameters. Contractor shall report cost status IAW Government defined status reviews and reporting requirements.
- (d) The contractor shall assist in the management of the platform modification and retrofit integration Schedule within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.
- (e) The contractor shall assist in the management of the platform modification and retrofit integration Spend Plan and ensure Spend Plan execution within defined parameters. The contractor shall report Spend Plan status IAW Government defined status reviews and reporting requirements.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 14 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(f) The contractor shall assist the Government in the identification of potential risks for platform integration efforts for Government consideration and disposition. The contractor shall coordinate with the PMA209 Risk Manager to ensure Government validation; risks are entered and tracked in the PMA209 Risk Management Information System (RMIS) tool.

(g) The contractor shall assist in developing staffing plans for platform modification and retrofit integration efforts. Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.

(h) The contractor shall ensure communications across the platform modification and retrofit integration team to include all project team members as defined by the Government.

(i) The contractor shall assist the Government in the analysis of system and subsystem requirements for an assigned product, capability, and/or aircraft integration. The contractor shall follow established Government processes and standards or commercial best practices in lieu of a governing process to document system, subsystem, and capability requirements.

(j) The contractor shall assist the Government in the conducting of trade studies or analysis of alternatives in determining technical solutions for integration projects.

(k) The contractor shall assist the Government in requirements decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall assist in the analyzing of metrics required ensure requirements are traced through the integration process.

(l) The contractor shall support the Government in assessing the planning, staffing, preparation, and other requirements to successfully execute design reviews in accordance with NAVAIRINST 4355.19.

(m) The contractor shall document and assist the Government in implementing project technical strategies, processes, organization, and program tailoring IAW Systems Engineering Plans (SEPs). The contractor shall review and analyze Systems Engineering Management Plans (SEMPS) to ensure proper technical planning, staffing, and processes have been identified and utilized for a contracted design, modification, or integration program.

(n) The contractor shall coordinate with required AIR 4.0, AIR5.1, and vendor test personnel to assist in the implementation of developmental test and evaluation strategies and the execution of effective test and evaluation program(s). The contractor shall provide technical analysis and verification support to test personnel as required. The contractor shall analyze and make recommendations as to the required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1D. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these recommendations. The contractor shall recommend technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall provide analysis and assessments as required in support of operational Test and Evaluation efforts.

(o) The contractor shall ensure compliance with applicable information assurance requirements. The contractor shall coordinate with appropriate competencies to ensure information assurance requirements are satisfactorily met. The contractor shall coordinate with PMA209 Communication, Navigation, Surveillance/Air Traffic Management (CNS/ATM) team to identify, capture, and support certification and compliance with military and/or civil CNS/ATM requirements. The contractor shall ensure that Identification Friend or Foe (IFF) systems integrations comply with requirements and certifications prescribed by the AIMS program office and shall prepare any required documentation required to support certification. The contractor shall work with the Joint Test and Interoperability Command (JTIC) to determine and assess interoperability requirements and applicable compliance. The contractor shall ensure compliance with Spectrum Certification requirements for all radio frequency (RF) systems integrated onto air platforms. The contractor shall update documentation as required. The contractor shall assess commercial systems compliance with applicable FAA, air circular, and/or Supplemental Type Certificate (STC) or equivalent requirements when integrated into air platforms.

(p) The contractor shall assess, analyze alternatives, and conduct or support integration of avionics systems and capabilities into air platforms IAW matrixed Government, contractor, and vendor engineering teams.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 15 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(q) The contractor shall deliver functional and physical architectures in support of integration projects utilizing the Department of Defense Architecture Framework (DODAF) model. Commonality, and technical maturity should be considered for all architecture activities. The contractor shall conduct trades offs and propose preferred architectures.

(r) The contractor shall provide logistics management support for Platform Modification and Retrofit Integration requirements. The contractor shall ensure all Platform Integration Training requirements are defined and executed IAW project defined requirements. The contractor shall ensure all Platform Integration Technical Data and Publication activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Supply Support activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Support Equipment requirements are defined and executed IAW project defined requirements. The contractor shall ensure other identified logistics requirements are defined and executed IAW project defined requirements.

(s) The contractor shall update or modify baseline source data necessary to provide life cycle support. The contractor shall also update or modify previous logistics analyses and documentation to support updated logistic requirements. The contractor shall provide ongoing technical support and training (as required) of fielded systems and integrations.

(t) The contractor shall provide technical writing support for required documentation in support of Platform Capability Integrations.

(u) The contractor shall develop systems designs and documentation for A-Kit and B-Kit systems; and documentation for integration efforts. The contractor shall be able to conduct/deliver the following:

Site Survey Report (CDRL A001)	Developmental Design, Modeling, and Fabrication Drawings (Mechanical Design and Fabrication Drawings) (CDRL A002)	Removal Drawings (CDRL A003)
Drawing trees (CDRL A004)	Structural Load Analysis (CDRLS A005)	Wiring Diagrams (CDRL A006)
Electrical Load Analyses (CDRL A007)	Thermal Analysis (CDRL A008)	Installation Instructions (CDRL A009)
Electrical Schematics (CDRL A010)	Vibration Analysis (CDRL A011)	Harness Routing Drawings (CDRL A012)
Harness Fabrication Drawings (CDRL A013)	Weight and Balance Report (CDRL A014)	
Interface Design Documents (CDRL A015)	Technical Manual Source Data(CDRL A016)	

(v) The contractor shall provide technical requirements and analysis in support of Statement of Work (SOW) development. The contractor shall provide engineering analysis and cost estimates in support of project and/or AIR4.2 cost modeling.

3.2 O&M, N Funded Tasks (Cost-Plus-Fixed-Fee)

(a) The contractor shall assist in the management of Platform Sustainment and Corrective Action Requirements and ensure all requirements are defined, quantifiable, measurable and traceable to Platform and/or Capability documented requirements. The contractor shall ensure all Platform incorporation of sustainment and corrective action requirements are documented IAW Government direction.

(b) The contractor shall assist in the identification of contract strategy to execute Platform Sustainment and Corrective Action Requirements. The contractor shall also support contract administration activities, such as PPCs and PID development.

(c) Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034 to enter into ground and flight test. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to identify these requirements options. The contractor shall update or modify technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements.

(d) The contractor shall modify aircraft systems and subsystems to integrate avionics systems and capabilities into air

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 16 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

platforms IAW matrixed Government, contractor, and vendor engineering teams. Identify, report, and list alternative mitigation plans for critical path issues. The contractor shall identify key technical risks areas, develop sound mitigation strategies, and execute those plans.

(e) The contractor shall provide technical requirements and analysis in support of Statement of Work (SOW) development. The contractor shall provide engineering analysis and cost estimates in support of project and/or AIR4.2 cost modeling.

3.3 RDT&E Funded Tasks (Cost-Plus-Fixed-Fee)

(a) The contractor shall assist in the management of platform development integration requirements and ensure all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall ensure all platform development integration requirements are documented IAW Government direction.

(b) The contractor shall assist in the identification of contract strategy to execute platform development integration requirements. The contractor shall also support contract administration activities, such as PPCs and PID development.

(c) The contractor shall assist in the management of platform development integration costs within defined cost parameters. Contractor shall report cost status IAW Government defined status reviews and reporting requirements.

(d) The contractor shall assist in the management of the platform development integration schedule within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.

(e) The contractor shall assist in the management of the platform development integration spend plan and ensure spend plan execution within defined parameters. The contractor shall report spend plan status IAW Government defined status reviews and reporting requirements.

(f) The contractor shall implement risk management processes for assigned designated platform integration. The contractor shall coordinate with the PMA209 Risk Manager to ensure risks are entered and tracked in the PMA209 RMIS tool.

(g) The contractor shall assist in developing staffing plans for platform modification and retrofit integration efforts. Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.

(h) The contractor shall ensure communications across the Platform Development Integration team to include all project team members as defined by the Government.

(i) The contractor shall assist the Government in the establishment of system and subsystem requirements for product, capability, and/or aircraft integration projects. The contractor shall follow established Government processes and standards or commercial best practices in lieu of a governing process to document system, subsystem, and capability requirements.

(j) The contractor shall research and develop analysis of alternatives in determining technical solutions for integration projects.

(k) The contractor shall evaluate and develop requirements decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall develop and evaluate metrics required to manage requirements defined for engineering and integration projects.

(l) The contractor shall develop and execute plans and processes required for the successful execution of design reviews utilizing guidance per NAVAIRINST 4355.19.

(m) The contractor shall develop project technical strategies, processes, organization, and program tailoring and document through a Systems Engineering Plans (SEPs). The contractor shall validate Systems Engineering Management Plans (SEMPS) to ensure proper technical planning, staffing, and processes have been identified and utilized for a contracted design, modification, or integration program.

(n) The contractor shall coordinate with required AIR4.0, AIR5.1, and vendor test personnel to develop overall

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 17 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

developmental test and evaluation strategies and execute an effective test and evaluation program. The contractor shall provide technical expertise in support of test personnel as required. The contractor shall create plans used in identifying, acquiring, and/or providing required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034 to enter into ground and flight test. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these requirements. The contractor shall develop technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall establish engineering expertise in support of operational Test and Evaluation efforts as required

(o) The contractor shall develop and evaluate requirements to ensure proper identification, allocation, and testing of applicable information assurance requirements. The contractor shall coordinate with appropriate competencies to ensure information assurance requirements are satisfactorily met. The contractor shall identify, allocate, and verify with the PMA209 CNS/ATM team systems being integrated on air platforms meet certification and compliance with military and/or civil CNS/ATM requirements. The contractor shall identify, allocate, and verify developed Identification Friend or Foe (IFF) systems integrations comply with requirements and certifications prescribed by the AIMS program office. The contractor shall identify, allocate, and verify developed systems being integrated on air platforms meet Joint Test and Interoperability Command (JTIC) requirements. The contractor shall identify, allocate, and ensure verification of Spectrum Certification requirements for all RF systems integrated onto air platforms. The contractor shall update documentation as required. The contractor shall identify, allocate, and verify commercial systems meet applicable FAA, air circular, and/or Supplemental Type Certificate (STC) or equivalent requirements when integrated into air platforms.

(p) The contractor shall develop designs for integration of avionics systems and capabilities into air platforms IAW matrixed Government, contractor, and vendor engineering teams.

(q) The contractor shall develop functional and physical architectures in support of integration projects utilizing the Department of Defense Architecture Framework (DODAF) model. Commonality and technical maturity should be considered for all architecture development activities. The contractor shall evaluate trades offs and propose preferred architectures

(r) The contractor shall develop systems designs and documentation for A-Kit and B-Kit systems; and documentation for integration efforts. The contractor shall be able to conduct/deliver the following:

Site Survey Report (CDRL A001)	Developmental Design, Modeling, and Fabrication Drawings (Mechanical Design and Fabrication Drawings) (CDRL A002)	Removal Drawings(CDRL A003)
Drawing trees (CDRL A004)	Structural Load Analysis (CDRLS A005)	Wiring Diagrams (CDRL A006)
Electrical Load Analyses (CDRL A007)	Thermal Analysis (CDRL A008)	Installation Instructions (CDRL A009)
Electrical Schematics (CDRL A010)	Vibration Analysis (CDRL A011)	Harness Routing Drawings (CDRL A012)
Harness Fabrication Drawings (CDRL A013)	Weight and Balance Report (CDRL A014)	
Interface Design Documents (CDRL A015)	Technical Manual Source Data(CDRL A016)	

(s) The contractor shall provide technical requirements and analysis in support of Statement of Work (SOW) development. The contractor shall provide engineering analysis and cost estimates in support of project and/or AIR4.2 cost modeling.

3.4 Other Customer Fund (OCF) Funded Tasks (Cost-Plus-Fixed-Fee)

3.4.1 OCF Procurement Funded Tasks

(a) The contractor shall assist the Government in managing platform modification and retrofit integration requirements and ensuring all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 18 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

documented requirements. The contractor shall ensure all platform integration requirements are documented IAW Government direction.

- (b) The contractor shall assist in the development of contract strategies to execute platform modification and retrofit integration requirements. The contractor shall also support contract administration activities, such as PPCs and PID development.
- (c) The contractor shall monitor platform modification and retrofit integration costs for adherence within defined cost parameters. Contractor shall report cost status IAW Government defined status reviews and reporting requirements.
- (d) The contractor shall assist in the management of the platform modification and retrofit integration Schedule within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.
- (e) The contractor shall assist in the management of the platform modification and retrofit integration Spend Plan and ensure Spend Plan execution within defined parameters. The contractor shall report Spend Plan status IAW Government defined status reviews and reporting requirements.
- (f) The contractor shall assist the Government in the identification of potential risks for platform integration efforts for Government consideration and disposition. The contractor shall coordinate with the PMA209 Risk Manager to ensure Government validation; risks are entered and tracked in the PMA209 Risk Management Information System (RMIS) tool.
- (g) The contractor shall assist in developing staffing plans for platform modification and retrofit integration efforts. Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.
- (h) The contractor shall ensure communications across the platform modification and retrofit integration team to include all project team members as defined by the Government.
- (i) The contractor shall assist the Government in the analysis of system and subsystem requirements for an assigned product, capability, and/or aircraft integration. The contractor shall follow established Government processes and standards or commercial best practices in lieu of a governing process to document system, subsystem, and capability requirements.
- (j) The contractor shall assist the Government in the conducting of trade studies or analysis of alternatives in determining technical solutions for integration projects.
- (k) The contractor shall assist the Government in requirements decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall assist in the analyzing of metrics required ensure requirements are traced through the integration process.
- (l) The contractor shall support the Government in assessing the planning, staffing, preparation, and other requirements to successfully execute design reviews in accordance with NAVAIRINST 4355.19.
- (m) The contractor shall document and assist the Government in implementing project technical strategies, processes, organization, and program tailoring IAW Systems Engineering Plans (SEPs). The contractor shall review and analyze Systems Engineering Management Plans (SEMPS) to ensure proper technical planning, staffing, and processes have been identified and utilized for a contracted design, modification, or integration program.
- (n) The contractor shall coordinate with required AIR4.0, AIR5.1, and vendor test personnel to assist in the implementation of developmental test and evaluation strategies and the execution of effective test and evaluation program(s). The contractor shall provide technical analysis and verification support to test personnel as required. The contractor shall analyze and make recommendations as to the required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1D. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these recommendations. The contractor shall recommend technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall provide analysis and assessments as

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 19 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

required in support of operational Test and Evaluation efforts.

(o) The contractor shall ensure compliance with applicable information assurance requirements. The contractor shall coordinate with appropriate competencies to ensure information assurance requirements are satisfactorily met. The contractor shall coordinate with PMA209 CNS/ATM team to identify, capture, and support certification and compliance with military and/or civil CNS/ATM requirements. The contractor shall ensure that Identification Friend or Foe (IFF) systems integrations comply with requirements and certifications prescribed by the AIMS program office and shall prepare any required documentation required to support certification. The contractor shall work with the Joint Test and Interoperability Command (JTIC) to determine and assess interoperability requirements and applicable compliance. The contractor shall ensure compliance with Spectrum Certification requirements for all radio frequency (RF) systems integrated onto air platforms. The contractor shall update documentation as required. The contractor shall assess commercial systems meet applicable FAA, air circular, and/or Supplemental Type Certificate (STC) or equivalent requirements when integrated into air platforms.

(p) The contractor shall assess, analyze alternatives, and conduct or support integration of avionics systems and capabilities into air platforms IAW matrixed Government, contractor, and vendor engineering teams.

(q) The contractor shall deliver functional and physical architectures in support of integration projects utilizing the Department of Defense Architecture Framework (DODAF) model. Commonality and technical maturity should be considered for all architecture activities. The contractor shall conduct trades offs and propose preferred architectures.

(r) The contractor shall provide logistics management support for Platform Modification and Retrofit Integration requirements. The contractor shall ensure all Platform Integration Training requirements are defined and executed IAW project defined requirements. The contractor shall ensure all Platform Integration Technical Data and Publication activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Supply Support activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Support Equipment requirements are defined and executed IAW project defined requirements. The contractor shall ensure other identified logistics requirements are defined and executed IAW project defined requirements.

(s) The contractor shall update or modify baseline source data necessary to provide life cycle support. The contractor shall also update or modify previous logistics analyses and documentation to support updated logistic requirements. The contractor shall provide ongoing technical support and training (as required) of fielded systems and integrations.

(t) The contractor shall provide technical writing support for required documentation in support of Platform Capability Integrations.

(u) The contractor shall develop systems designs and documentation for A-Kit and B-Kit systems; and documentation for integration efforts. The contractor shall be able to conduct/deliver the following:

Site Survey Report (CDRL A001)	Developmental Design, Modeling, and Fabrication Drawings (Mechanical Design and Fabrication Drawings) (CDRL A002)	Removal Drawings (CDRL A003)
Drawing trees (CDRL A004)	Structural Load Analysis (CDRLS A005)	Wiring Diagrams (CDRL A006)
Electrical Load Analyses (CDRL A007)	Thermal Analysis (CDRL A008)	Installation Instructions (CDRL A009)
Electrical Schematics (CDRL A010)	Vibration Analysis (CDRL A011)	Harness Routing Drawings (CDRL A012)
Harness Fabrication Drawings (CDRL A013)	Weight and Balance Report (CDRL A014)	
Interface Design Documents (CDRL A015)	Technical Manual Source Data (CDRL A016)	

(v) The contractor shall provide technical requirements and analysis in support of Statement of Work (SOW) development. The contractor shall provide engineering analysis and cost estimates in support of project and/or AIR4.2 cost modeling.

3.4.2 OCF O&M Funded Tasks

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 20 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) The contractor shall assist in the management of Platform Sustainment and Corrective Action Requirements and ensure all requirements are defined, quantifiable, measurable and traceable to Platform and/or Capability documented requirements. The contractor shall ensure all Platform incorporation of sustainment and corrective action requirements are documented IAW Government direction.

(b) The contractor shall assist in the identification of contract strategy to execute Platform Sustainment and Corrective Action Requirements. The contractor shall also support contract administration activities, such as PPCs and PID development.

(c) Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1D.. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to identify these requirements options. The contractor shall update or modify technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements.

(d) The contractor shall modify aircraft systems and subsystems to integrate or support the integration of avionics systems and capabilities into air platforms IAW matrixed Government, contractor, and vendor engineering teams. Identify, report, and list alternative mitigation plans for critical path issues. The contractor shall identify key technical risks areas, develop sound mitigation strategies, and execute those plans.

(e) The contractor shall provide technical requirements and analysis in support of Statement of Work (SOW) development. The contractor shall provide engineering analysis and cost estimates in support of project and/or AIR4.2 cost modeling.

3.4.3 OCF RDT&E Funded Tasks

(a) The contractor shall assist in the management of platform development integration requirements and ensure all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall ensure all platform development integration requirements are documented IAW Government direction.

(b) The contractor shall assist in the identification of contract strategy to execute platform development integration requirements. The contractor shall also support contract administration requirements such as facilitation and/or participation in Procurement Planning Conferences, drafting documentation necessary to support contracting process.

(c) The contractor shall assist in the management of platform development integration costs within defined cost parameters. Contractor shall report cost status IAW Government defined status reviews and reporting requirements.

(d) The contractor shall assist in the management of the platform development integration schedule within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.

(e) The contractor shall assist in the management of the platform development integration spend plan and ensure spend plan execution within defined parameters. The contractor shall report spend plan status IAW Government defined status reviews and reporting requirements.

(f) The contractor shall implement risk management processes for assigned designated platform integration. The contractor shall coordinate with the PMA209 Risk Manager to ensure risks are entered and tracked in the PMA209 RMIS tool.

(g) The contractor shall assist in developing staffing plans for platform modification and retrofit integration efforts. Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.

(h) The contractor shall ensure communications across the platform development integration team to include all project team members as defined by the Government.

(i) The contractor shall establish system and subsystem requirements for product, capability, and/or aircraft integration projects. The contractor shall follow established Government processes and standards or commercial best practices in lieu of a governing process to document system, subsystem, and capability requirements.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 21 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (j) The contractor shall research and develop analysis of alternatives in determining technical solutions for integration projects.
- (k) The contractor shall evaluate and develop requirements decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall develop and evaluate metrics required to manage requirements defined for engineering and integration projects.
- (l) The contractor shall develop and execute plans and processes required for the successful execution of assigned design reviews utilizing guidance per NAVAIRINST 4355.19.
- (m) The contractor shall develop project technical strategies, processes, organization, and program tailoring and document through a Systems Engineering Plans (SEPs). The contractor shall validate Systems Engineering Management Plans (SEMPS) to ensure proper technical planning, staffing, and processes have been identified and utilized for a contracted design, modification, or integration program.
- (n) The contractor shall coordinate with required AIR4.0, AIR5.1, and vendor test personnel to develop overall developmental test and evaluation strategies and execute an effective test and evaluation program. The contractor shall provide technical expertise in support of test personnel as required. The contractor shall create plans used in identifying, acquiring, and/or providing required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1D. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these requirements. The contractor shall develop technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall establish engineering expertise in support of operational Test and Evaluation efforts as required.
- (o) The contractor shall develop and evaluate requirements to ensure proper identification, allocation, and testing of applicable information assurance requirements. The contractor shall coordinate with appropriate competencies to ensure information assurance requirements are satisfactorily met. The contractor shall identify, allocate, and verify with the PMA209 CNS/ATM team systems being integrated on air platforms meet certification and compliance with military and/or civil CNS/ATM requirements. The contractor shall identify, allocate, and verify developed Identification Friend or Foe (IFF) systems integrations comply with requirements and certifications prescribed by the AIMS program office. The contractor shall identify, allocate, and verify developed systems being integrated on air platforms meet Joint Test and Interoperability Command (JTIC) requirements. The contractor shall identify, allocate, and ensure verification of Spectrum Certification requirements for all RF systems integrated onto air platforms. The contractor shall update documentation as required. The contractor shall identify, allocate, and verify commercial systems meet applicable FAA, air circular, and/or Supplemental Type Certificate (STC) or equivalent requirements when integrated into air platforms.
- (p) The contractor shall develop designs for integration of avionics systems and capabilities into air platforms IAW matrixed Government, contractor, and vendor engineering teams.
- (q) The contractor shall develop functional and physical architectures in support of integration projects utilizing the Department of Defense Architecture Framework (DODAF) model. Commonality and technical maturity should be considered for all architecture development activities. The contractor shall evaluate trades offs and propose preferred architectures
- (r) The contractor shall develop systems designs and documentation for A-Kit and B-Kit systems; and documentation for integration efforts. The contractor shall be able to conduct/deliver the following:

Site Survey Report (CDRL A001)	Developmental Design, Modeling, and Fabrication Drawings (Mechanical Design and Fabrication Drawings) (CDRL A002)	Removal Drawings(CDRL A003)
Drawing trees (CDRL A004)	Structural Load Analysis (CDRLS A005)	Wiring Diagrams (CDRL A006)
Electrical Load Analyses (CDRL A007)	Thermal Analysis (CDRL A008)	Installation Instructions (CDRL A009)

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 22 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Electrical Schematics (CDRL A010)	Vibration Analysis (CDRL A011)	Harness Routing Drawings (CDRL A012)
Harness Fabrication Drawings (CDRL A013)	Weight and Balance Report (CDRL A014)	
Interface Design Documents (CDRL A015)	Technical Manual Source Data (CDRL A016)	

(s) The contractor shall provide technical requirements and analysis in support of Statement of Work (SOW) development. The contractor shall provide engineering analysis and cost estimates in support of project and/or AIR4.2 cost modeling.

3.5 FMS Funded Tasks (Cost-Plus-Fixed-Fee)

(a) The contractor shall assist in the management of platform modification and retrofit integration requirements and ensure all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall ensure all platform integration requirements are documented IAW Government direction.

(b) The contractor shall assist in the identification of contract strategy to execute platform modification and retrofit integration requirements. The contractor shall also support contract administration requirements such as participation in Procurement Planning Conferences, drafting documentation necessary to support contracting process.

(c) The contractor shall assist in the management of platform modification and retrofit integration costs within defined cost parameters. Contractor shall report cost status IAW Government defined status reviews and reporting requirements.

(d) The contractor shall assist in the management of the platform modification and retrofit integration Schedule within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.

(e) The contractor shall assist in the management of the platform development integration spend plan and ensure spend plan execution within defined parameters. The contractor shall report spend plan status IAW Government defined status reviews and reporting requirements.

(f) The contractor shall implement risk management processes for assigned designated platform integration. The contractor shall coordinate with the PMA209 Risk Manager to ensure risks are entered and tracked in the PMA209 RMIS tool.

(g) The contractor shall assist in developing staffing plans for platform modification and retrofit integration efforts. Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.

(h) The contractor shall ensure communications across the platform development integration team to include all project team members as defined by the Government.

(i) The contractor shall assist the Government in the establishment of system and subsystem requirements for an assigned product, capability, and/or aircraft integration. The contractor shall follow established Government processes and standards or commercial best practices in lieu of a governing process to document system, subsystem, and capability requirements.

(j) The contractor shall research and develop analysis of alternatives in determining technical solutions for integration projects.

(k) The contractor shall evaluate and develop requirements decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall develop and evaluate metrics required to manage requirements defined for engineering and integration projects.

(l) The contractor shall develop and execute plans and processes required for the successful execution of design reviews utilizing guidance per NAVAIRINST 4355.19.

(m) The contractor shall develop project technical strategies, processes, organization, and program tailoring and

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 23 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

document through a Systems Engineering Plans (SEPs). The contractor shall validate Systems Engineering Management Plans (SEMPS) to ensure proper technical planning, staffing, and processes have been identified and utilized for a contracted design, modification, or integration program.

(n) The contractor shall coordinate with required AIR4.0, AIR5.1, and vendor test personnel to develop overall developmental test and evaluation strategies and execute an effective test and evaluation program. The contractor shall provide technical expertise in support of test personnel as required. The contractor shall create plans used in identifying, acquiring, and/or providing required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1D. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these requirements. The contractor shall develop technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall establish engineering expertise in support of operational Test and Evaluation efforts as required

(o) The contractor shall develop and evaluate requirements to ensure proper identification, allocation, and testing of applicable information assurance requirements. The contractor shall coordinate with appropriate competencies to ensure information assurance requirements are satisfactorily met. The contractor shall identify, allocate, and verify with the PMA209 CNS/ATM team systems being integrated on air platforms meet certification and compliance with military and/or civil CNS/ATM requirements. The contractor shall identify, allocate, and verify developed Identification Friend or Foe (IFF) systems integrations comply with requirements and certifications prescribed by the AIMS program office. The contractor shall identify, allocate, and verify developed systems being integrated on air platforms meet Joint Test and Interoperability Command (JTIC) requirements. The contractor shall identify, allocate, and ensure verification of Spectrum Certification requirements for all RF systems integrated onto air platforms. The contractor shall update documentation as required. The contractor shall identify, allocate, and verify commercial systems meet applicable FAA, air circular, and/or Supplemental Type Certificate (STC) or equivalent requirements when integrated into air platforms.

(p) The contractor shall develop designs for integration of avionics systems and capabilities into air platforms IAW matrixed Government, contractor, and vendor engineering teams.

(q) The contractor shall develop functional and physical architectures in support of integration projects utilizing the Department of Defense Architecture Framework (DODAF) model. Commonality and technical maturity should be considered for all architecture development activities. The contractor shall evaluate trades offs and propose preferred architectures

(r) The contractor shall develop systems designs and documentation for A-Kit and B-Kit systems; and documentation for integration efforts. The contractor shall be able to conduct/deliver the following:

Site Survey Report (CDRL A001)	Developmental Design, Modeling, and Fabrication Drawings (Mechanical Design and Fabrication Drawings) (CDRL A002)	Removal Drawings (CDRL A003)
Drawing trees (CDRL A004)	Structural Load Analysis (CDRLS A005)	Wiring Diagrams (CDRL A006)
Electrical Load Analyses (CDRL A007)	Thermal Analysis (CDRL A008)	Installation Instructions (CDRL A009)
Electrical Schematics (CDRL A010)	Vibration Analysis (CDRL A011)	Harness Routing Drawings (CDRL A012)
Harness Fabrication Drawings (CDRL A013)	Weight and Balance Report (CDRL A014)	
Interface Design Documents (CDRL A015)	Technical Manual Source Data (CDRL A016)	

(s) The contractor shall provide technical requirements and analysis in support of Statement of Work (SOW) development. The contractor shall provide engineering analysis and cost estimates in support of project and/or AIR4.2 cost modeling.

3.6 Technical Data:

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 24 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

All product deliverables and supporting documentation, reports and required data tasks in this Statement of Work shall be delivered in accordance with the Exhibit A CDRLs.

3.7 Operation Security Program (OPSEC):

An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL B001. Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level noted in the Attachment (J2) DD Form 254. The contractor shall ensure that any new employees, prior to their starting, have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

All employees performing on this task order are required to obtain a minimum of an interim SECRET clearance within 45 days and a SECRET clearance within 6 months after task order award.

3.8 Increased Capacity

These Option CLINs are provided to address an increase to the current estimated ceiling. Increased Capacity Labor support will include the tasking as shown in paragraphs 3.1 through 3.5 and applicable subparagraphs. Increased Capacity ODC support will include the tasking as shown in paragraph 4.0. Increased capacity is subject to the guidance of clause H-1 of this task order.

4.0 Other Direct Costs

Other Direct Costs (ODCs) are based on a per annum not-to-exceed amount. Approval shall be obtained from the Task Order Manager (TOM) prior to the purchase of any material or travel expenses. All material purchased by the Contractor under this item becomes the property of the Federal Government. Costs associated with travel and lodging shall be reimbursed in accordance with the Joint Travel Regulations (JTR). The number and types of trips, including the number of personnel traveling, shall be limited to the minimum required to accomplish work requirements and shall be coordinated in advance with the Government Project Manager for each individual task and the TOM.

Other Direct Costs necessary for performance of this contract shall be reimbursed in accordance with NAVAIR clauses 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs, and 5252.242-9515, Restriction on the Direct Charging of Material. Other Direct Costs may include General and Administrative (G&A) expenses, but shall not include profit/fee.

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

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

5.0 Reserved

6.0 Reserved

7.0 Place of Performance

The services to be performed herein shall be performed at NAS Patuxent River, MD and Contractor Facilities. The Government has the ability to provide five (5) spaces at its facilities for this effort. Government spaces will include access to a desk, phone, fax machine, copier and scanner.

8.0 Utilities

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

9.0 Non-Disclosure Agreements

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 25 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

In the performance of the task order, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the task order 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.

Consistent with the terms and conditions of paragraph (e)(5) of NAVAIR clause 5252.209-9510 Organizational Conflicts of Interest (Services), with respect to proprietary data of third parties, and DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract for other than Government purposes, and shall not do so for any commercial or personal purpose.

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

10.0 Identification Badges

The Contractor shall furnish all requested information required to facilitate issuance of identification badges, as required, and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out Contractor personnel unless all media, including Common Access Cards (CAC), are returned in accordance with NASPAXRIV Instruction 5510.15, Regulations Governing Admission to Naval Air Station, Patuxent River, Webster Field, and Navy Recreation Center Solomons. Instructions and associated revisions can be found at the following website: <https://homepages.navair.navy.mil/directives/>.

11.0 Identification of Contractor Personnel

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

12.0 Standards of Quality and Timeliness

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

13.0 Reserved

14.0 Acronyms

ACRONYM:

DEFINED AS:

AIMSPO	Air Traffic Control Radar Beacon System Identification Friend or Foe Program Office
AOA	Analysis of Alternatives
CDRL	Contract Data Requirements List
CNS/ATM	Communication, Navigation, Surveillance/Air Traffic Management
DT&E	Developmental Test and Evaluation
DODAF	Dept. of Defense Architecture Framework Version 2.0 or higher
EDRAP	Engineering/Data Requirements Agreement Plan
FAA	Federal Aviation Administration
IA	Information Assurance
JITC	Joint Test and Interoperability Command
RF	Radio Frequency
SETR	Systems Engineering Technical Review Process
STC	Supplemental Type Certificate

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 26 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

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

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

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 27 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

Items 4000-4004, 4010, 4100-4104, 4110, 4200-4204, 4210, 7000-7004 and 7100- Packaging and marking are not applicable to these items.

Items 6000-6004, 6010, 6100-6104, 6110, 6200-6204, 6210, 9000-9004, and 9100 – Packaging and marking shall be in accordance with best commercial practice.

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 28 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

Items 4000-4004, 4010, 4100-4104, 4110, 4200-4204, 4210, 6000-6004, 6010, 6100-6104, 6110, 6200-6204, 6210, 7000-7004, 7010, 7100-7104, 7110, 9000-9004, and 9110 – Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor’s performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with section J, Attachment J5, Quality Assurance Surveillance Plan (QASP).

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

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

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4040	Destination	Government	Destination	Government
4050	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4102	Destination	Government	Destination	Government
4103	Destination	Government	Destination	Government
4104	Destination	Government	Destination	Government
4140	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4202	Destination	Government	Destination	Government
4203	Destination	Government	Destination	Government
4204	Destination	Government	Destination	Government
4240	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
6004	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6101	Destination	Government	Destination	Government
6102	Destination	Government	Destination	Government
6103	Destination	Government	Destination	Government
6104	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6201	Destination	Government	Destination	Government
6203	Destination	Government	Destination	Government
6204	Destination	Government	Destination	Government

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 29 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7004	Destination	Government	Destination	Government
7040	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7102	Destination	Government	Destination	Government
7103	Destination	Government	Destination	Government
7104	Destination	Government	Destination	Government
7140	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government
9003	Destination	Government	Destination	Government
9004	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9101	Destination	Government	Destination	Government
9102	Destination	Government	Destination	Government
9103	Destination	Government	Destination	Government
9104	Destination	Government	Destination	Government

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 30 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	11/28/2011 - 7/31/2012
4001	11/28/2011 - 7/31/2012
4002	11/28/2011 - 7/31/2012
4003	11/28/2011 - 7/31/2012
4004	11/28/2011 - 7/31/2012
4040	11/28/2011 - 7/31/2012
4050	11/28/2011 - 7/31/2012
4100	8/1/2012 - 8/21/2013
4101	8/1/2012 - 8/21/2013
4102	8/1/2012 - 8/21/2013
4103	8/1/2012 - 8/21/2013
4104	8/1/2012 - 8/21/2013
4140	8/1/2012 - 8/21/2013
4200	8/22/2013 - 7/31/2014
4201	8/22/2013 - 7/31/2014
4202	8/22/2013 - 7/31/2014
4203	8/22/2013 - 7/31/2014
4204	8/22/2013 - 7/31/2014
4240	8/22/2013 - 7/31/2014
6000	11/28/2011 - 7/31/2012
6001	11/28/2011 - 7/31/2012
6002	11/28/2011 - 7/31/2012
6003	11/28/2011 - 7/31/2012
6004	11/28/2011 - 7/31/2012
6100	8/1/2012 - 8/21/2013
6101	8/1/2012 - 8/21/2013
6102	8/1/2012 - 8/21/2013
6103	8/1/2012 - 8/21/2013
6104	8/1/2012 - 8/21/2013
6200	8/22/2013 - 7/31/2014
6201	8/22/2013 - 7/31/2014
6202	8/22/2013 - 7/31/2014
6203	8/22/2013 - 7/31/2014
6204	8/22/2013 - 7/31/2014
7000	8/1/2014 - 7/31/2015
7001	8/1/2014 - 7/31/2015
7002	8/1/2014 - 7/31/2015
7003	8/1/2014 - 7/31/2015
7004	8/1/2014 - 7/31/2015
7040	8/1/2014 - 7/31/2015
9000	8/1/2014 - 7/31/2015
9001	8/1/2014 - 7/31/2015
9002	8/1/2014 - 7/31/2015
9003	8/1/2014 - 7/31/2015

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 31 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

9004

8/1/2014 - 7/31/2015

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

The periods of performance for the following CLINs are shown below:

	CLINs	Period of Performance
Base Period	4000-4004; 4010; 4040; 4050; 6000-6004; 6010	28 November 2011 - 31 July 2012
Option Period I	4100-4104;4110;4140;6100-6104;6110	01 August 2012 – 21 August 2013
Option Period II	4200-4204;4210;4240;6200-6204;6210	22 August 2013 – 31 July 2014
Option Period III	7000-7004;7010;7040;9000-9004;9010	1 August 2014 – 31 July 2015
Option Period IV	7100-7104;7110;7140;9100-9104;9110	1 August 2015 – 31 July 2016

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

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

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

(1) PCO, Naval Air Systems Command (AIR 2.5.1.9)
21983 Bundy Road, Bldg 441
Patuxent River, MD 20670-1547

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

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

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

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

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

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

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

Program Office: PMA-209
Naval Air Systems Command
47123 Buse Road, Building 2272
Patuxent River, MD 20670-1547

Task Order Manager: James Lumpkins
Phone: 301-757-6710

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 32 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

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

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **245,812** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **0** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **1,012** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee (Required LOE Expended LOE)/Required LOE

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 33 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

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

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

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

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to the percent: **Base Year CLIN 4000 - [REDACTED]; 4001 - [REDACTED] 4002 - [REDACTED] 4003 - [REDACTED] 4004 - [REDACTED]**

Option I CLIN 4100 - [REDACTED] 4101 - [REDACTED] 4102 - [REDACTED] 4103 - [REDACTED] 4104 - [REDACTED]

Option II CLIN 4200 - [REDACTED] 4201 - [REDACTED] 4202 - [REDACTED] 4203 - [REDACTED] 4204 - [REDACTED]

Option III CLIN 7000 - [REDACTED] 7001 - [REDACTED] 7002 - [REDACTED] 7003 - [REDACTED] 7004 - [REDACTED]

Option IV CLIN 7100 - [REDACTED] 7101 - [REDACTED] 7102 - [REDACTED] 7103 - [REDACTED] 7104 - [REDACTED] of the

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 34 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

*** SEE ATTACHMENT J4, TASK ORDER CEILING SPREADSHEET.**

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

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

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

FUNDING PROFILE

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

*** SEE ATTACHMENT J4, TASK ORDER CEILING SPREADSHEET.**

(End of Clause)

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

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/35211>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 35 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

Invoice as 2-in-1 (FFP Service Only)

Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

Receiving Report (FFP, DD250 Only)

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

Issue DODAAC N00421

Admin DODAAC **S2101A (Updated in Mod 06)**

Pay Office DODAAC HQ0338

Inspector DODAAC N00019

Service Acceptor DODAAC N00019

Service Approver DODAAC _____

Ship To DODAAC N00019

DCAA Auditor DODAAC **HAA819**

LPO DODAAC N/A

Inspection Location NAS Patuxent River

Acceptance Location NAS Patuxent River

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

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

Send Additional Email Notification To: James.Lumpkins@navy.mil

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 36 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(End of Text)

TASK ORDER MANAGER (TOM) APPOINTMENT

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

James Lumpkins, Code PMA209H
 47123 Buse Road, Building 2272
 Patuxent River, MD 20670
 Email: james.lumpkins@navy.mil
 Phone: 301-757-6710

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

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

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

Accounting Data

SLINID	PR Number	Amount
400001	1300187665-0002	210000.00
LLA :		
AA 1721506 45CX 251 00019 0 050120 2D 000000 A10000803649		
CIN 130018766500005		
600001	1300187665-0002	20000.00
LLA :		
AA 1721506 45CX 251 00019 0 050120 2D 000000 A10000803649		
CIN 130018766500006		

BASE Funding 230000.00
 Cumulative Funding 230000.00

MOD 01

400301	1300243873	347140.00
LLA :		
AB 7000613 2P4S 098 00054 A 800703 72 2531HC 130HDEFTASK 051800		
CIN #130024387300001		
600301	1300243873	8000.00
LLA :		
AB 7000613 2P4S 098 00054 A 800703 72 2531HC 130HDEFTASK 051800		
CIN# 130024387300002		

MOD 01 Funding 355140.00
 Cumulative Funding 585140.00

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 37 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 02

400002 1300187665-0003 234953.00
 LLA :
 AA 1721506 45CX 251 00019 0 050120 2D 000000 A10000803649
 CIN 130018766500007

600002 1300187665-0003 15047.00
 LLA :
 AA 1721506 45CX 251 00019 0 050120 2D 000000 A10000803649
 CIN 130018766500008

MOD 02 Funding 250000.00
 Cumulative Funding 835140.00

MOD 03

400201 1300254487 284600.00
 LLA :
 AC 1721319 Y4TD 251 00019 0 050120 2D 000000 A00001089910
 CIN #130025448700001

400202 1300187665-0004 53875.00
 LLA :
 AD 1721319 45VX 251 00019 0 050120 2D 000000 A20000803649
 CIN #130018766500009

600201 1300254487 18000.00
 LLA :
 AC 1721319 Y4TD 251 00019 0 050120 2D 000000 A00001089910
 CIN #130025448700002

600202 1300187665-0004 750.00
 LLA :
 AD 1721319 45VX 251 00019 0 050120 2D 000000 A20000803649
 CIN# 130018766500010

MOD 03 Funding 357225.00
 Cumulative Funding 1192365.00

MOD 04 Funding 0.00
 Cumulative Funding 1192365.00

MOD 05

400401 1300269509 45000.00
 LLA :
 AE 97-11X8242 2808 000 74082 0 065916 2D PFRT44 803580230GWR
 CIN: 130026950900001

600401 1300269509 12000.00
 LLA :
 AF 97-11X8242 2808 000 74082 0 065916 2D PFRT44 803580240GWR
 CIN: 130026950900002

MOD 05 Funding 57000.00
 Cumulative Funding 1249365.00

MOD 06

400003 1300187665-0005 179382.36
 LLA :
 AA 1721506 45CX 251 00019 0 050120 2D 000000 A10000803649
 CIN: 130018766500011

MOD 06 Funding 179382.36
 Cumulative Funding 1428747.36

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 38 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 07

400402 1300280964 18374.41
 LLA :
 AG 97-11X8242 2808 000 74082 0 065916 2D PFRT44 205280030LHG
 CIN: 130028096400001

600402 1300280964 5000.00
 LLA :
 AH 97-11X8242 2808 000 74082 0 065916 2D PFRT44 205280040LHG
 CIN: 130028096400002

MOD 07 Funding 23374.41
 Cumulative Funding 1452121.77

MOD 08

410001 1300281872 529989.11
 LLA :
 AJ 1721506 45CX 251 00019 0 050120 2D 000000 A00001274529
 CIN: 130028187200006

410201 1300281872 5000.00
 LLA :
 AK 1721319 45VX 251 00019 0 050120 2D 000000 A10001274529
 CIN: 130028187200008

610001 1300281872 5000.00
 LLA :
 AJ 1721506 45CX 251 00019 0 050120 2D 000000 A00001274529
 CIN: 130028187200007

610201 1300281872 1000.00
 LLA :
 AK 1721319 45VX 251 00019 0 050120 2D 000000 A10001274529
 CIN: 130028187200009

MOD 08 Funding 540989.11
 Cumulative Funding 1993110.88

MOD 09

410301 1300294722 53000.00
 LLA :
 AB 7000613 2P4S 098 00054 A 800703 72 2531HC 130HDEFTASK 051800
 CIN: 130029472200001

MOD 09 Funding 53000.00
 Cumulative Funding 2046110.88

MOD 10

410401 1300300141 27000.00
 LLA :
 AL 97-11X8242 2808 000 74082 0 065916 2D PFRT44 205280060LHG
 CIN 130030014100001

410402 1300300141 60000.00
 LLA :
 AM 97-11X8242-2808 000 74082 0 065916 2D PFRT44 803580250GWR
 CIN 130030014100003

610401 1300300141 5000.00
 LLA :
 AN 97-11X8242 2808 000 74082 0 065916 2D PFRT44 205280070LHG
 CIN 130030014100002

610402 1300300141 10000.00
 LLA :

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 39 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AP 97-11X8242 2808 000 74082 0 065916 2D PFRT44 219980010GWR
CIN 130030014100004

MOD 10 Funding 102000.00
Cumulative Funding 2148110.88

MOD 11

410202 1300301648 109717.04
LLA :
AQ 1721319 Y4TD 251 00019 0 050120 2D 000000 A00001374678
CIN 130030164800001

410302 1300294722-0001 199049.04
LLA :
AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN 130029482200002

610202 1300301648 9000.00
LLA :
AQ 1721319 Y4TD 251 00019 0 050120 2D 000000 A00001374678
CIN 130030164800002

MOD 11 Funding 317766.08
Cumulative Funding 2465876.96

MOD 12

600201 1300254487 (13650.77)
LLA :
AC 1721319 Y4TD 251 00019 0 050120 2D 000000 A00001089910
CIN #130025448700002

MOD 12 Funding -13650.77
Cumulative Funding 2452226.19

MOD 13

410002 1300281872-0001 192000.00
LLA :
AJ 1721506 45CX 251 00019 0 050120 2D 000000 A00001274529
CIN: 130028187200010

MOD 13 Funding 192000.00
Cumulative Funding 2644226.19

MOD 14

410203 1300301648-0001 13650.77
LLA :
AQ 1721319 Y4TD 251 00019 0 050120 2D 000000 A00001374678
CIN: 130030164800003

MOD 14 Funding 13650.77
Cumulative Funding 2657876.96

MOD 15 Funding 0.00
Cumulative Funding 2657876.96

MOD 16

410003 1300281872-0002 1033225.00
LLA :
AJ 1721506 45CX 251 00019 0 050120 2D 000000 A00001274529
CIN: 130028187200011

610002 1300281872-0002 38412.00

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 40 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
AJ 1721506 45CX 251 00019 0 050120 2D 000000 A00001274529
CIN: 130028187200012

MOD 16 Funding 1071637.00
Cumulative Funding 3729513.96

MOD 17

410204 1300301648-0002 304645.25
LLA :
AS 1731319 Y4TD 251 00019 0 050120 2D 000000 A00001374678
CIN 130030164800004

410303 1300294722-0002 177678.05
LLA :
AB 7000613 2P4S 098 00054 A 800703 72 2531HC 130HDEFTASK 051800
CIN 130029472200003

610203 1300301648-0002 9000.00
LLA :
AS 1731319 Y4TD 251 00019 0 050120 2D 000000 A00001374678
CIN 130030164800005

610301 1300294722-0002 5866.99
LLA :
AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN 130029472200004

610302 1300294722-0002 6030.00
LLA :
AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN 130029472200005

MOD 17 Funding 503220.29
Cumulative Funding 4232734.25

MOD 18

410205 1300281872-0003 27234.00
LLA :
AT 1731319 45VX 251 00019 0 050120 2D 000000 A10001274529
CIN 130028187200013

610204 1300281872-0003 3000.00
LLA :
AT 1731319 45VX 251 00019 0 050120 2D 000000 A10001274529
CIN 130028187200014

MOD 18 Funding 30234.00
Cumulative Funding 4262968.25

MOD 19

410403 1300319404 76000.00
LLA :
AU 97-11X8242 2808 000 74082 0 065916 2D PFRT44 205280100LHG
CIN 130031940400002

610403 1300319404 12660.36
LLA :
AV 97-11X8242 2808 000 74082 0 065916 2D PFRT44 205280110LHG
CIN 130031940400002

MOD 19 Funding 88660.36
Cumulative Funding 4351628.61

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 41 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 20

410004 1300334088 101299.83
 LLA :
 AY 1731506 45CX 251 00019 0 050120 2D 000000 A00001609926
 CIN: 130033408800001

410404 1300334653 192251.23
 LLA :
 AW 97-11X8242 2808 000 74082 0 065916 2D PFRT44 219980060GWR
 CIN: 130033465300001

610404 1300334653 11339.64
 LLA :
 AX 97-11X8242 2808 000 74082 0 065916 2D PFRT44 219980070GWR
 CIN: 130033465300002

MOD 20 Funding 304890.70
 Cumulative Funding 4656519.31

MOD 21

410304 1300294722-0003 5866.99
 LLA :
 AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
 CIN: 130029472200007

410305 1300294722-0003 46995.92
 LLA :
 AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
 CIN: 130029472200008

610301 1300294722-0002 (5866.99)
 LLA :
 AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
 CIN 130029472200004

MOD 21 Funding 46995.92
 Cumulative Funding 4703515.23

MOD 22

410206 1300352156 91121.93
 LLA :
 AZ 1731319 Y4TD 251 00019 0 050120 2D 000000 A00001740880
 CIN: 130035215600001

MOD 22 Funding 91121.93
 Cumulative Funding 4794637.16

MOD 23 Funding 0.00
 Cumulative Funding 4794637.16

MOD 24 Funding 0.00
 Cumulative Funding 4794637.16

MOD 25

420001 1300371153 47790.09
 LLA :
 BA 1731506 45CX 251 00019 0 050120 2D 000000 A00001855198
 CIN: 130037115300001

420201 1300371153 12819.99
 LLA :
 BB 1731319 45VX 251 00019 0 050120 2D 000000 A10001855198
 CIN: 130037115300003

420301 1300371154 31024.08

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 42 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN: 130037115400001

620001 1300371153 5000.00
LLA :
BA 1731506 45CX 251 00019 0 050120 2D 000000 A00001855198
CIN: 130037115300002

MOD 25 Funding 96634.16
Cumulative Funding 4891271.32

MOD 26

420002 1300371153-0001 1487325.11
LLA :
BA 1731506 45CX 251 00019 0 050120 2D 000000 A00001855198
CIN: 130037115300004

620002 1300371153-0001 20000.00
LLA :
BA 1731506 45CX 251 00019 0 050120 2D 000000 A00001855198
CIN: 130037115300005

MOD 26 Funding 1507325.11
Cumulative Funding 6398596.43

MOD 27

400202 1300187665-0004 (3854.83)
LLA :
AD 1721319 45VX 251 00019 0 050120 2D 000000 A20000803649
CIN #130018766500009

410303 1300294722-0002 (3181.09)
LLA :
AB 7000613 2P4S 098 00054 A 800703 72 2531HC 130HDEFTASK 051800
CIN 130029472200003

410304 1300294722-0003 (5866.99)
LLA :
AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN: 130029472200007

410305 1300294722-0003 (46995.92)
LLA :
AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN: 130029472200008

410404 1300334653 (94645.30)
LLA :
AW 97-11X8242 2808 000 74082 0 065916 2D PFRT44 219980060GWR
CIN: 130033465300001

420003 1300371153-0002 249003.20
LLA :
BA 1731506 45CX 251 00019 0 050120 2D 000000 A00001855198
CIN: 130037115300006

420202 1300365479 213481.70
LLA :
BC 1731319 Y4TD 251 00019 0 050120 2D 000000 A00001855474
CIN: 130036547900002

600202 1300187665-0004 (684.26)
LLA :
AD 1721319 45VX 251 00019 0 050120 2D 000000 A20000803649
CIN# 130018766500010

610002 1300281872-0002 (38412.00)

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 43 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
AJ 1721506 45CX 251 00019 0 050120 2D 000000 A00001274529
CIN: 130028187200012

610201 1300281872 (1000.00)
LLA :
AK 1721319 45VX 251 00019 0 050120 2D 000000 A10001274529
CIN: 130028187200009

610203 1300301648-0002 (9000.00)
LLA :
AS 1731319 Y4TD 251 00019 0 050120 2D 000000 A00001374678
CIN 130030164800005

610204 1300281872-0003 (3000.00)
LLA :
AT 1731319 45VX 251 00019 0 050120 2D 000000 A10001274529
CIN 130028187200014

610302 1300294722-0002 (4972.92)
LLA :
AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN 130029472200005

610404 1300334653 (11339.64)
LLA :
AX 97-11X8242 2808 000 74082 0 065916 2D PFRT44 219980070GWR
CIN: 130033465300002

620201 1300365479 9000.00
LLA :
BC 1731319 Y4TD 251 00019 0 050120 2D 000000 A00001855474
CIN: 130036547900003

MOD 27 Funding 248531.95
Cumulative Funding 6647128.38

MOD 28

420004 1300371153-0003 38412.00
LLA :
BA 1731506 45CX 251 00019 0 050120 2D 000000 A00001855198
CIN: 130037115300007

MOD 28 Funding 38412.00
Cumulative Funding 6685540.38

MOD 29

420302 1300381020 57835.83
LLA :
AR 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN: 130038102000001

MOD 29 Funding 57835.83
Cumulative Funding 6743376.21

MOD 30

420303 1300389046 605000.00
LLA :
BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002016106
cin: 130038904600001

420304 1300389046 13626.00
LLA :
BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002016106
CIN: 130038904600002

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 44 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 30 Funding 618626.00
Cumulative Funding 7362002.21

MOD 31

410303 1300294722-0002 (1446.92)
LLA :
AB 7000613 2P4S 098 00054 A 800703 72 2531HC 130HDEFTASK 051800
CIN 130029472200003

420203 1300397742 147000.00
LLA :
BF 1741319 Y4TD 251 00019 0 050120 2D 000000 A00002078135
130039774200001

MOD 31 Funding 145553.08
Cumulative Funding 7507555.29

MOD 32

420305 1300396250 17565.07
LLA :
BG 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN: 130039625000001

600301 1300243873 (5798.65)
LLA :
AB 7000613 2P4S 098 00054 A 800703 72 2531HC 130HDEFTTASK 051800
CIN# 130024387300002

620301 1300396250 2500.00
LLA :
BG 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800
CIN: 130039625000002

MOD 32 Funding 14266.42
Cumulative Funding 7521821.71

MOD 33

420306 1300440842 160000.00
LLA :
BH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002400083
CIN: 130044084200001

620302 1300440842 6000.00
LLA :
BH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002400083
CIN: 130044084200002

MOD 33 Funding 166000.00
Cumulative Funding 7687821.71

MOD 34

700301 1300440814 245000.00
LLA :
BJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002400059
CIN: 130044081400001

MOD 34 Funding 245000.00
Cumulative Funding 7932821.71

MOD 35

700001 1300440711 362251.93
LLA :

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 45 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

BK 1741506 45CX 251 00019 0 050120 2D 000000 A00002399239
CIN: 130044071100003

700002 1300440711 316129.61
LLA :
BL 1741506 45CX 251 00019 0 050120 2D 000000 A10002399239
CIN:130044071100002

700003 1300440711 312383.46
LLA :
BM 1741506 45CX 251 00019 0 050120 2D 000000 A20002399239
CIN:130044071100003

MOD 35 Funding 990765.00
Cumulative Funding 8923586.71

MOD 36

700004 1300440711-0001 208029.81
LLA :
BM 1741506 45CX 251 00019 0 050120 2D 000000 A20002399239
CIN: 130044071100005

700005 1300440711-0001 687691.16
LLA :
BN 1741506 45CX 251 00019 0 050120 2D 000000 A30002399239
CIN: 130044071100006

700006 1300440711-0001 391723.03
LLA :
BP 1741506 45CX 251 00019 0 050120 2D 000000 A40002399239
CIN: 130044071100008

700007 1300440711-0001 104611.20
LLA :
BP 1741506 45CX 251 00019 0 050120 2D 000000 A40002399239
CIN: 130044071100009

900001 1300440711-0001 52000.00
LLA :
BN 1741506 45CX 251 00019 0 050120 2D 000000 A30002399239
CIN: 130044071100007

MOD 36 Funding 1444055.20
Cumulative Funding 10367641.91

MOD 37

700006 1300440711-0001 (450.00)
LLA :
BP 1741506 45CX 251 00019 0 050120 2D 000000 A40002399239
CIN: 130044071100008

700008 1300453389 487706.89
LLA :
BQ 1741506 45CX 251 00019 0 050120 2D 000000 A00002496008
CIN: 130045338900001

900002 1300453389 50000.00
LLA :
BQ 1741506 45CX 251 00019 0 050120 2D 000000 A00002496008
CIN: 130045338900002

MOD 37 Funding 537256.89
Cumulative Funding 10904898.80

MOD 38

620301 1300396250 (2500.00)

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 46 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :

BG 7020613 2P6C 098 00026 A 810703 72 2531C1 30HAVIONICS Z51800

CIN: 130039625000002

MOD 38 Funding -2500.00

Cumulative Funding 10902398.80

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 47 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

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

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1)

(NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 48 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

---X--- (4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and (ii) Are agreed to by the payment office and the contract administration office.

(End of Text)

252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 49 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

[x] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 50 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 51 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

™

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 52 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR)
(VARIATION) (MAY 2012)**

(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. Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the 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).

(b) Travel Approval Process.

Travel Approval shall be required for all Contractors who provide support services (CSS).

CSS travel shall be reviewed and approved/disapproved in the following manner:

- (1) The contractor shall provide the COR a written request at least 30 days in advance, when possible. The request should include: purpose of travel, CONUS/OCONUS, travel dates, number of individuals traveling, and all costs associated with the travel (i.e. lodging, meals, transportation costs, and incidental expenses).
- (2) The COR will review the travel request. As appropriate, the COR will forward the travel request to the Flag Officer/Senior Executive Service Member (SES) for final approval.
- (3) The COR will provide in writing, approval/disapproval of the travel request to the Contractor and Contracting Officer.

(d) Travel. If approved, travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's regular work site 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.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 53 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

(e) 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.

(f) 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.

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

(h) 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.

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

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

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

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 54 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

POST AWARD CONFERENCE

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

The following clause is hereby deleted:

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 55 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

NOTE: ALL PROVISIONS AND CLAUSES OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER, UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER, IN ADDITION TO THE FOLLOWING:

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

FAR 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 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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 56 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

(End of Clause)

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to:

Name: James Lumpkins

E-mail: James.Lumpkins@navy.mil

Activity: Naval Air Systems Command

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

Telephone: 301-757-6710

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

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

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 57 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 38	PAGE 58 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

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

Attachment J2 - DD Form 254 Contract Security Classification Specification

Attachment J3 - Contracting Officer's Representative/Task Order Manager Appointment Letter

Attachment J4 - Task Order Ceiling Spreadsheet as of **Mod 38**

Attachment J5 - Quality Assurance Surveillance Plan

Exhibit A - Contract Data Requirements List (CDRL), DD Form 1423 (Technical Data)
- Exhibit A002 - CDRL Updated as of Mod 05

Exhibit B - Contract Data Requirements List (CDRL), DD Form 1423 (Opsec Data)

(Note: Excluding CDRL A002, CDRLs A001 through A0018 remain the same and are not changed as a result of the CDRL update to A002 in Mod 05.)