

2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 19-Nov-2014	4. REQUISITION/PURCHASE REQ. NO. 1300463631, 1300460369	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

Naval Air Warfare Center Aircraft Division (PAX Annex 1)
 22299 Exploration Drive, Suite 301
 Lexington Park MD 20653-2058
 lydia.munley@navy.mil 301-737-2780

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) Omnitec Solutions, Inc. 6701 Democracy Boulevard, Suite 300 Bethesda MD 20817-7500		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7859-M801
		10B. DATED (SEE ITEM 13) 02-Jun-2014
CAGE CODE 1PN29	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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(b); FAR 52.232-22

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monique J Johnson, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 19-Nov-2014
(Signature of person authorized to sign)	BY <u>/s/Monique J Johnson</u> (Signature of Contracting Officer)

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding as shown below. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$4,041,542.46 by \$219,747.78 to \$4,261,290.24.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400001	RDT&E	0.00	99,758.00	99,758.00
400304	O&MN,N	0.00	111,000.00	111,000.00
600001	RDT&E	0.00	5,000.00	5,000.00
600401	RDT&E	0.00	3,989.78	3,989.78

The total value of the order is hereby increased from \$5,053,832.58 by \$0.00 to \$5,053,832.58.

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

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	RDT&E Funded Services in accordance with Statement of Work(SOW) (Base Year) (RDT&E)	1.0	LO			
400001	R425	PMA202 IPM support -Aircrew Systems Development Enhanced Visual Acuity Laser Eye Protection (RDT&E)					
4001	R425	Procurement Funded Services in accordance with Statement ofWork (SOW) (Base Year) (Fund Type - OTHER)	1.0	LO			
400101	R425	Production IPT (APN)					
400102	R425	4.2/JSF Sustainment Efforts (APN)					
400103	R425	4.2/JSF CIC Support (APN)					
4002	R425	NWCF Funded Services in accordance with Statement of Work(SOW) (Base Year) (WCF)	1.0	LO			
400201	R425	Funding in support of CLIN 4002 (WCF)					
400202	R425	Funding in support of CLIN 4002 (WCF)					
400203	R425	4.2/P262 SupplierProduction Support (WCF)					
400204	R425	IPM, PMA-273 (WCF)					
400205	R425	4.2 IT Related Support Services (WCF)					
400206	R425	PMA262 IPM/EVM Efforts (WCF)					
400207	R425	4.2/P281 IPM Support (WCF)					
400208	R425	4.2/P266 EVM Support (WCF)					
400209	R425	4.2/P266 EVM Support (WCF)					
400210	R425	P234 IPM Support (WCF)					
400211	R425	PMA-280 EVM Support (WCF)					
400212	R425	4.2 IT Support (WCF)					
400213	R425	4.2/P273 IPM (WCF)					
400214	R425	PPT (WCF)					
400215	R425	4.2 Support (WCF)					
400216	R425	PMA 299 IPM Support (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4003	R425	OMN Funded Services in accordance with Statement of Work(SOW) (Base Year) (O&MN,N)	1.0	LO	\$483,932.36	\$33,875.27	\$517,807.63
400301	R425	Funding in support of CLIN 4003 (O&MN,N)					
400302	R425	Enculturation Efforts (O&MN,N)					
400303	R425	Project Controls for Cost and Schedule for IPT Leads (O&MN,N)					
400304	R425	852 funds for ACE/IPS/O&S Training (O&MN,N)					
4004	R425	Option for Increased Capacity Services(Base Year) Option (Fund Type- OTHER) Option	1.0	LO			
4005	R425	Technical Data in accordance with SOW and Exhibit A(Base Year) (Not Separately Priced) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4006	R425	OPSEC Data in accordance with SOW and Exhibit A(Base Year) (Not Separately Priced) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	RDT&E Funded Other Direct Costs (ODCs) (Travel/Material) in accordance with SOW (Base Year) (RDT&E)	1.0	LO	\$110,500.00
600001	R425	PMA202 IPM support -Aircrew Systems Development Enhanced Visual Acuity Laser Eye Protection (RDT&E)			
6001	R425	Procurement Funded Other Direct Costs (ODCs) (Travel/Material) in accordance with SOW (Base Year) (Fund Type - OTHER)	1.0	LO	\$110,500.00
600101	R425	Production IPT (APN)			
600102	R425	4.2/JSF Sustainment Efforts (APN)			
600103	R425	4.2/JSF CIC Support (APN)			
6002	R425	NWCF Funded Other Direct Costs (ODCs) (Travel/Material) in accordance with SOW (Base Year) (WCF)	1.0	LO	\$110,500.00
600201	R425	Funding in support of CLIN 6002 (WCF)			
600202	R425	P234 IPM Support (WCF)			
600203	R425	PMA-280 EVM Support (WCF)			
600204	R425	P266 Travel (WCF)			
600205	R425	PMA 299 IPM Support (WCF)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6003	R425	OMN Funded Other Direct Costs (ODCs) (Travel/Material) in accordance with SOW (Base Year) (O&MN,N)	1.0	LO	\$105,500.00
6004	R425	RDT&E Funded NMCI Costs in accordance with SOW (Base Year) (RDT&E)	1.0	LO	\$5,000.00
600401	R425	PMA202 IPM support -Aircrew Systems Development Enhanced Visual Acuity Laser Eye Protection (RDT&E)			
6005	R425	Procurement Funded NMCI Costs in accordance with SOW (Base Year) (Fund Type - OTHER)	1.0	LO	\$0.00
6006	R425	NWCF Funded NMCI Costs in accordance with SOW (Base Year) (WCF)	1.0	LO	\$22,100.00
600601	R425	4.2/P281 IPM Support (WCF)			
600602	R425	4.2/P266 EVM Support (WCF)			
600603	R425	4.2/P266 EVM Support (WCF)			
600604	R425	P234 IPM Support (WCF)			
600605	R425	PMA-280 EVM Support (WCF)			
6007	R425	OMN Funded NMCI Costs in accordance with SOW (Base Year) (O&MN,N)	1.0	LO	\$11,050.00
6008	R425	Option for Increased Capacity ODCs (Base Year) Option (Fund Type- OTHER) Option	1.0	LO	\$47,515.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	RDT&E Funded Services in accordance with Statement of Work(SOW) (Option Year 1) Option (RDT&E) Option	1.0	LO			
7101	R425	Procurement Funded Services in accordance with Statement of Work (SOW) (Option Year 1) Option (Fund Type- OTHER) Option	1.0	LO			
7102	R425	NWCF Funded Services in accordance with Statement of Work(SOW) (Option Year 1) Option (WCF) Option	1.0	LO			
7103	R425	OMN Funded Services in accordance with Statement of Work(SOW) (Option Year 1) Option (O&MN,N) Option	1.0	LO			
7104	R425	Option for Increased Capacity Services (Option Year 1) Option (Fund	1.0	LO			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Type- OTHER)					
		Option					
7105	R425	Technical Data in accordance with SOW and Exhibit A (Option Year 1) (Not Separately Priced) Option (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7200	R425	RDT&E Funded Services in accordance with Statement of Work (SOW) (Option Year 2) Option (RDT&E)	1.0	LO			
		Option					
7201	R425	Procurement Funded Services in accordance with Statement of Work (SOW) (Option Year 2) Option (Fund Type - OTHER)	1.0	LO			
		Option					
7202	R425	NWCF Funded Services in accordance with Statement of Work (SOW) (Option Year 2) Option (WCF)	1.0	LO			
		Option					
7203	R425	OMN Funded Services in accordance with Statement of Work (SOW) (Option Year 2) Option (O&MN,N)	1.0	LO			
		Option					
7204	R425	Option for Increased Capacity Services (Option Year 2) Option (Fund Type - OTHER)	1.0	LO			
		Option					
7205	R425	Technical Data in accordance with SOW and Exhibit A (Option Year 2) (Not Separately Priced) Option (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7300	R425	RDT&E Funded Services in accordance with Statement of Work (SOW) (Option Year 3) Option (RDT&E)	1.0	LO			
		Option					
7301	R425	Procurement Funded Services in accordance with Statement of Work (SOW) (Option Year 3) Option (Fund Type - OTHER)	1.0	LO			
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7302	R425	NWCF Funded Services in accordance with Statement of Work(SOW) (Option Year 3) Option (WCF) Option	1.0	LO			
7303	R425	OMN Funded Services in accordance with Statement of Work(SOW) (Option Year 3) Option (O&MN,N) Option	1.0	LO			
7304	R425	Option for Increased Capacity Services(Option Year 3) Option (Fund Type- OTHER) Option	1.0	LO			
7305	R425	Technical Data inaccordance with SOW and Exhibit A(Option Year 3) (Not Separately Priced) Option (Fund Type - OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00
7400	R425	RDT&E Funded Services in accordance with Statement of Work(SOW) (Option Year 4) Option (RDT&E) Option	1.0	LO			
7401	R425	Procurement Funded Services in accordance with Statement ofWork (SOW) (Option Year 4) Option (Fund Type- OTHER) Option	1.0	LO			
7402	R425	NWCF Funded Services in accordance with Statement of Work(SOW) (Option Year 4) Option (WCF) Option	1.0	LO			
7403	R425	OMN Funded Services in accordance with Statement of Work(SOW) (Option Year 4) Option (O&MN,N) Option	1.0	LO			
7404	R425	Option for Increased Capacity Services(Option Year 4) Option (Fund Type- OTHER) Option	1.0	LO			
7405	R425	Technical Data inaccordance with SOW and Exhibit A(Option Year 4) (Not Separately Priced) Option (Fund Type - OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R425	RDT&E Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 1) Option (RDT&E) Option	1.0	LO	\$110,500.00
9101	R425	Procurement Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 1) Option (Fund Type - OTHER) Option	1.0	LO	\$110,500.00
9102	R425	NWCF Funded OtherDirect Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 1) Option (WCF) Option	1.0	LO	\$110,500.00
9103	R425	OMN Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 1) Option (O&MN,N) Option	1.0	LO	\$110,500.00
9104	R425	RDT&E Funded NMCICosts in accordance with SOW (Option Year 1) Option (RDT&E) Option	1.0	LO	\$5,525.00
9105	R425	Procurement Funded NMCI Costsin accordance with SOW (Option Year 1) Option (Fund Type - OTHER) Option	1.0	LO	\$5,525.00
9106	R425	NWCF Funded NMCI Costs in accordance with SOW (Option Year 1) Option (WCF) Option	1.0	LO	\$11,050.00
9107	R425	OMN Funded NMCI Costs in accordance with SOW (Option Year 1) Option (O&MN,N) Option	1.0	LO	\$11,050.00
9108	R425	Option for Increased Capacity ODCs (Option Year 1) Option (Fund Type- OTHER) Option	1.0	LO	\$47,515.00
9200	R425	RDT&E Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 2) Option (RDT&E) Option	1.0	LO	\$110,500.00
9201	R425	Procurement Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 2) Option (Fund Type - OTHER) Option	1.0	LO	\$110,500.00
9202	R425	NWCF Funded OtherDirect Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 2) Option (WCF) Option	1.0	LO	\$110,500.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9203	R425	OMN Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 2) Option (O&MN,N) Option	1.0	LO	\$110,500.00
9204	R425	RDT&E Funded NMCI Costs in accordance with SOW (Option Year 2) Option (RDT&E) Option	1.0	LO	\$5,525.00
9205	R425	Procurement Funded NMCI Costs in accordance with SOW (Option Year 2) Option (Fund Type - OTHER) Option	1.0	LO	\$5,525.00
9206	R425	NWCF Funded NMCI Costs in accordance with SOW (Option Year 2) Option (WCF) Option	1.0	LO	\$11,050.00
9207	R425	OMN Funded NMCI Costs in accordance with SOW (Option Year 2) Option (O&MN,N) Option	1.0	LO	\$11,050.00
9208	R425	Option for Increased Capacity ODCs (Option Year 2) Option (Fund Type- OTHER) Option	1.0	LO	\$47,515.00
9300	R425	RDT&E Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 3) Option (RDT&E) Option	1.0	LO	\$110,500.00
9301	R425	Procurement Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 3) Option (Fund Type - OTHER) Option	1.0	LO	\$110,500.00
9302	R425	NWCF Funded OtherDirect Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 3) Option (WCF) Option	1.0	LO	\$110,500.00
9303	R425	OMN Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 3) Option (O&MN,N) Option	1.0	LO	\$110,500.00
9304	R425	RDT&E Funded NMCI Costs in accordance with SOW (Option Year 3) Option (RDT&E) Option	1.0	LO	\$5,525.00
9305	R425	Procurement Funded NMCI Costs in accordance with SOW (Option Year 3) Option (Fund Type - OTHER) Option	1.0	LO	\$5,525.00
9306	R425	NWCF Funded NMCI Costs in accordance with SOW (Option Year 3) Option (WCF) Option	1.0	LO	\$11,050.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9307	R425	OMN Funded NMCI Costs in accordance with SOW (Option Year 3) Option (O&MN,N) Option	1.0	LO	\$11,050.00
9308	R425	Option for Increased Capacity ODCs (Option Year 3) Option (Fund Type- OTHER) Option	1.0	LO	\$47,515.00
9400	R425	RDT&E Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 4) Option (RDT&E) Option	1.0	LO	\$110,500.00
9401	R425	Procurement Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 4) Option (Fund Type - OTHER) Option	1.0	LO	\$110,500.00
9402	R425	NWCF Funded OtherDirect Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 4) Option (WCF) Option	1.0	LO	\$110,500.00
9403	R425	OMN Funded Other Direct Costs (ODCs) (Travel/Material)in accordance with SOW (Option Year 4) Option (O&MN,N) Option	1.0	LO	\$110,500.00
9404	R425	RDT&E Funded NMCI Costs in accordance with SOW (Option Year 4) Option (RDT&E) Option	1.0	LO	\$5,525.00
9405	R425	Procurement Funded NMCI Costsin accordance with SOW (Option Year 4) Option (Fund Type - OTHER) Option	1.0	LO	\$5,525.00
9406	R425	NWCF Funded NMCI Costs in accordance with SOW (Option Year 4) Option (WCF) Option	1.0	LO	\$11,050.00
9407	R425	OMN Funded NMCI Costs in accordance with SOW (Option Year 4) Option (O&MN,N) Option	1.0	LO	\$11,050.00
9408	R425	Option for Increased Capacity ODCs (Option Year 4) Option (Fund Type- OTHER) Option	1.0	LO	\$47,515.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4000-4003, 7100-7103, 7200-7203, 7300-7303 and 7400-7403 – The Contractor shall provide the services in accordance with the below Statement of Work for Support Services.

Items 4005, 7105, 7205, 7305 and 7405 – The Contractor shall provide data in accordance with the below Statement of Work for Support Services.

Items 6000-6007, 9100-9107, 9200-9207, 9300-9307 and 9400-9407 - The Contractor shall provide ODC's in accordance with the below Statement of Work for Support Services.

Statement of Work for NAVAIR Cost Department Support

1.0 SCOPE

This establishes and defines the work to be performed in support of improving the acquisition program planning and execution for the Naval Air Systems Command (NAVAIR), Naval Air Warfare Center, and NAVAIR Program Executive Officers (PEO)'s to include: Strategic Research and Analysis; Business Collaborative Exchange planning and execution; Enculturation; Strategic Leadership implementation; Supplier Network/Production Management Analysis and Support; Cost Structures/Rates, Data Analysis; and Integrated Project Management/Earned Value Management support activities to support the improvement of Navy and Marine Corps acquisition program planning and execution. These efforts will involve all acquisition phases and support program performance improvements in Naval Aviation and joint efforts at all levels; contract, program, PEO, competency, and SYSCOM. (CDRL's A001-A012 apply to all SOW paragraphs)

2.0 REQUIREMENTS

DEPARTMENT WIDE SUPPORT

2.1 Strategic Research & Analysis Support - The contractor shall perform analysis of program performance in support of pre-acquisition, acquisition, production, and sustainment of Naval Aviation programs, including data-driven identification of cost, schedule, and technical performance variables to include, but not limited to those variables within the context of the industrial environment, design, training, and manufacturing supply chains, contractor / subcontractor capabilities and capacities, cost and schedule performance trends, and relevant skills supply at all levels. The key personnel shall be proficient in Excel and PowerPoint software. (RDT&E, Procurement (APN, WPN, OPN, SCN), or NWCF funding) More specifically, the contractor shall provide the following support services:

2.1.1 Perform business assessments and provide decisional / actionable analysis of industry defense prime contractors, their interdependencies, and trends.

2.1.2 Identify strategic leverage points useful for achieving improved program portfolio cost and schedule performance across NAVAIR Programs and contracts.

2.1.3 Design, develop and demonstrate command program portfolio data collection and analysis techniques aggregating multiple cost, schedule, and technical data sources.

2.1.4 Identify project performance issues, including seams and gaps and provide recommendations for improved program cost, schedule, and technical performance.

2.1.5 Perform research and analysis, develop, and demonstrate actionable conclusions and action plans and milestones for improvement of existing Systems Development and Demonstration (SDD) programs, to include tactics, processes, and metrics.

2.1.6 Perform analysis of the outcomes of program performance, and apply with demonstrated proficiency a standardized, rigorous, structured methodology to demonstrate, and validate physical and mathematical indicators of program progression relative to program cost, schedule, and technical performance.

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2.1.7 Develop process and management metrics that will effectively monitor the improvement of program cost and schedule performance applying statistical process control.

2.1.8 Perform analysis, and provide cost, schedule, and technical analytics for systems engineering activities across the acquisition and programmatic life-cycle.

2.1.9 Perform research and analysis, and provide cost, schedule, and technical analytics for bills of material, and other associated program life-cycle documentation.

2.1.10 Attend and provide analytical support to system engineering reviews, technical interchange meetings and acquisition program / contract reviews (excluding source selections).

2.1.11 Develop standard work packages/toolkits as directed to achieve consistent, repeatable and reproducible analysis.

2.1.12 Perform research and analysis, and design and demonstrate actionable conclusions for new or improved SDD engineering processes, to include processes and metrics useful for improved engineering practice.

2.1.13 Perform acquisition related assessments and prepare documentation for pre-acquisition, acquisition and sustainment of NAVAIR acquisition programs to include: trade-off analysis, make / buy decisions and risk assessments.

2.1.14 Support NAVAIR leadership in establishing the operating construct and business processes required to integrate and achieve efficiencies across naval aviation programs that support the DON strategic vision.

2.1.15 Facilitate, provide briefing materials and slides and give presentations and attend meetings to support improving the planning and execution of DoD programs.

2.2 Business Collaborative Exchange – The contractor shall provide planning and facilitation support services to support the industry collaborative activities focused on improving program performance. The personnel shall be proficient in Excel and PowerPoint. (RDT&E, Procurement (APN, WPN, OPN, SCN), or NWCF funding) More specifically, the contractor shall provide the following support services:

2.2.1 Plan and participate in collaborative improvement activities with industry and NAVAIR entities utilizing program data-driven analysis results.

2.2.2 Facilitate improvement events (Program/Company Deep Dives, Joint Management Councils, etc.) using best practice facilitation techniques and continuous process improvement tools. The events will typically be conducted within NAVAIR spaces

2.2.3 Document all government and industry events, including meetings, textually and graphically within one day of the completion of the event.

2.2.4 Design and demonstrate processes for converting aggregate data and analysis into actionable industry improvement activities across programs within S&T, SDD, Production, and Sustainment phases.

2.2.5 Perform research and analysis, develop and demonstrate processes and tactics for strategic, operational, and tactical engagement of Government / Industry prime contractors and their subcontractors in collaborative process improvement across the acquisition lifecycle.

2.2.6 Facilitate, provide briefing materials and slides and give presentations and attend meetings to support improving the planning and execution of DoD programs.

2.3 Enculturation – The contractor shall provide services to support a business learning management system for identified key business / process-related knowledge and skill gaps to help facilitate improved acquisition program planning and execution. (RDT&E, Procurement (APN, WPN, OPN, SCN), or NWCF funding) More specifically, the contractor shall provide the following support services:

2.3.1 Design & develop business training curriculums using systematic and process driven procedures and performance evaluations.

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2.3.2 Assess organizational needs, identify training targets, and build formalized training curriculums to improve the planning and execution of NAVAIR programs and contracts.

2.3.3 Develop training ranging from immediate / “just in time” through scenario-based management.

2.3.4 Provide an assessment of NAVAIR’s overall learning culture and requirement for a Business Training Program.

2.3.5 “Teach” the developed training to the extended NAVAIR community and Industry partners.

2.3.6 Provide “train the trainer” training.

2.3.7 Facilitate, provide briefing materials and slides and give presentations, and attend meetings to support improving the planning and execution of DoD programs.

2.4 Strategic Leadership / Implementation Support - The contractor shall provide support services in executive management staff support for the planning and implementation of strategic and acquisition-related transformational activities. (RDT&E, Procurement (APN, WPN, OPN, SCN), or NWCF funding) More specifically, the contractor shall provide the following support services:

2.4.1 Take conceptual ideas and create graphical representations of complex data utilizing various graphics tools (i.e. Treemapping, PowerPoint, etc.).

2.4.2 Provide analysis and documentation / presentation support. Design and develop executive level briefings and documents.

2.4.3 Present findings, to executive leadership including the PEO’s/PMA’s.

2.4.4 Participate in peer reviews.

2.4.5 Provide operations support, develop briefing standards and configuration management controls, and operating procedures to maximize effective support operations.

2.4.6 Set up, organize and archive all relevant research and analysis, presentations and briefings.

2.4.7 Facilitate the development and tracking of metrics to assess performance relative to NAVAIR strategic level goals and objectives and DoD higher level guidance.

2.4.8 Support the strategic planning process by facilitating the development of the NAVAIR’s Commander’s Guidance.

2.4.9 Design, and develop Naval Aviation Enterprise (NAE) / NAVAIR command-wide strategic level planning documents (NAE Vision, NAVAIR Commander’s Guidance), as well as reports, white papers, speeches, talking points for NAVAIR executive leadership,.

2.4.10 Prepare training and communication materials to capture strategic initiatives including briefings, brochures and manuals.

2.4.11 Provide technical documentation support including development of briefs, white papers, and reports. Technical documentation may be in the form of paper, electronic (digital), or interactive web-based computer systems.

2.4.12 Provide an weekly status of all contractor activity by individual. The report shall indicate the tasks performed, supporting work and data files, value statement, problem areas, proposed solutions and planned tasking.

2.4.13 Facilitate, provide briefing materials and slides and give presentations and attend meetings to support improving the planning and execution of DoD programs.

2.5 Supplier Network/Production – The contractor shall provide analytical support related to understanding the NAVAIR Supplier Network and also provide Production Management Analysis and Support. (RDT&E, Procurement (APN, WPN, OPN, SCN), or NWCF funding) More specifically, the contractor shall provide the

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following support services:

2.5.1 Support and provide analysis of contractor data related to the supply base to include areas such as financial health, capacity, Cost of Quality, etc.

2.5.2 Provide analytical support to Joint Management Councils, , Deep Dive activities, etc. in order to provide program offices and PEO's visibility into risk areas with production activities and the supply network.

2.5.3 Facilitate, provide briefing materials and slides and give presentations and attend meetings to support improving the planning and execution of DoD programs.

2.6 Cost Structures and Rates Support – The contractor shall provide analytical support in understanding contractor cost structures and rates in an attempt to provide analysis to customers, and improve cost estimates developed by the Department. (RDT&E, Procurement (APN, WPN, OPN, SCN), or NWCF funding) More specifically, the contractor shall provide the following support services:

2.6.1 Support and provide analysis of contractor data related to cost structures and rates to include analysis of contractor attributes driving rates, business base analysis, etc.

2.6.2 Provide analytical support to Joint Management Councils, Deep Dive activities, etc. in order to provide program offices and PEO's visibility into risk areas with cost structures and rates.

2.6.3 Facilitate, provide briefing materials and slides and give presentations and attend meetings to support improving the planning and execution of DoD programs.

2.7 Data Collection and Management – The contractor shall provide support and perform efforts relating to data used for improving the planning and execution of NAVAIR Programs and contracts as well as the Department. (RDT&E, Procurement (APN, WPN, OPN, SCN), or NWCF funding) More specifically, the contractor shall provide the following support services:

2.7.1 Implement procedures to extract data from data sources and statistically process data as required.

2.7.2 Provide general research and data collection support including data integration, analysis, mining and archiving to support NAVAIR Programs and contracts as well as the Department.

2.7.3 Ensure that all analytic products and data are hosted in the appropriate information repository.

2.7.4 Devise database “filters” to allow users to sort through bodies of results, filter out what is not wanted, and allow quick access to the information and data sought.

2.7.5 Perform verification and validation of data and databases.

INTEGRATED PROJECT MANAGEMENT/EARNED VALUE MANAGEMENT SUPPORT

2.8 Integrated Project Management/Earned Value Management - The contractor shall provide support services and products developed in accordance with Cost Department processes and toolkits. Analysts shall be proficient in wInsight, Microsoft Project, and the Microsoft Office Suite. (RDT&E, Procurement (APN, WPN, OPN, SCN), or NWCF funding) More specifically, the contractor shall provide the following support services:

2.8.1 Analysts shall apply contractual cost and schedule reporting policy requirements for upcoming procurements and Government projects. Analysts shall evaluate risk, cost, schedule, and technical factors to recommend appropriate details of reporting requirements in accordance with established processes and procedures.

2.8.2 Analysts shall provide independent analysis, assessment and risk identification of contractor and/or Government projects. Analysts shall utilize data such as; Integrated Program Management Report (IPMR), Contract Performance Reports (CPR), Integrated Master Schedules (IMS), Cost Funds Status Reports (CFSR), and IPT/contractor input to assess project performance, evaluate trends and to make projections of Estimates at Completion.

2.8.3 Analysts shall assess the validity and accuracy of the data contained in the projects Earned Value Management reports (e.g., IPMR, CPR, IMS, etc.) taking into consideration the intent of the American National Standard

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Institutes (ANSI) guidelines 748-B (Earned Value Management Systems).

2.8.4 Analysts shall analyze the contractor's latest revised estimate (LRE) to complete the effort. This analysis could generate the need for further discussion with the contractor and feed the need to revisit the Government's independent estimate to complete the effort.

2.8.5 Analysts shall develop a probabilistic independent estimate at completion (EACs) for the effort on contract between the customer and the contractor performing the work.

2.8.6 Analysts shall participate and support Program Management Reviews (PMRs), and Design Reviews (e.g., Critical Design Review (CDR), Preliminary Design Review (PDR) providing cost, schedule, and technical performance obtained through analysis of Earned Value data.

2.8.7 Analysts shall facilitate and support Integrated Baseline Reviews (IBRs), as described in the Department of Defense Instructions 5000.2 Schedule Risk Assessments (SRAs) and the presentation of Integrated Project Management (IPM) training prior to the IBR.

2.8.8 Analysts shall communicate all findings to Cost Department management. This will be done through briefings, written reports and verbal communications.

2.8.9 Analysts shall provide input to executive reporting requirements (e.g., Performadex, Defense Acquisition Executive Summary (DAES), Select Acquisition Reports (SAR), Award Fee, and Contractor Performance Assessment Report System (CPARS) for the contract being assessed for the customer.

2.8.10 Analysts shall develop project schedules using scheduling tools (e.g. Microsoft Project, SAP (Navy ERP)).

2.8.10.1 Analysts shall plan, build and status the performance of (execute) the Government time based schedule through communications/meetings with all respective team members

2.8.10.2 Analysts shall develop and present routine reports/assessments to Program Management on the time based schedule, including, but not limited to, Critical Path Analysis, Baseline Control, Milestone Forecasts, Schedule Health Metrics, and Schedule performance.

2.8.10.3 Analysts shall perform what-if drills (manipulating a schedule to evaluate impacts from potential schedule changes) as informational input for decision making.

2.8.11 Analysts shall provide IPM/EVM training support to include but not limited to: Training Curriculum Development; Training material development; Knowledge verification assessment; Student certification process; Conduct of training

2.8.12 Analysts shall support the evaluation of the contractor management control systems for compliance with Earned Value Management System Guidelines.

2.8.13 Analysts shall combine policy, procedures, and guidelines with past experience to assess the adequacy of the contractor/government performance measurement baseline. (Baseline is the summation of the time-phased budgets/schedules for all tasks)

3.0 DEPARTMENT LEVEL SUPPORT/INTEGRATED PROJECT MANAGEMENT LABOR CATEGORIES / PERSONNEL QUALIFICATIONS

The following are personnel descriptions of the experience and educational standards identified by the Government to support the Department Level Support/Integrated Project Management contractor support requirements. The personnel descriptions listed represent the minimum acceptable levels.

Key Labor Categories are those categories for which the contractor agrees to assign personnel for performance of the this contract who have been approved in writing by the government in accordance with NAVAIR clause 5252.237-9501 as incorporated in Section H. There is one key labor category for this contract, Subject Matter Expert IV. The SME IV's will primarily support the Department Level tasks as described in the statement of work. The contractor will agree that during the first year of this contract, no key personnel will be substituted unless necessitated by compelling reasons in accordance with NAVAIR clause 5252.237-9501 as incorporated in Section H.

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Subject Matter Expert IV (Key Labor Category)

Education: BS or BA degree in a Business, Management, Engineering, or other quantitative field. ALLOWABLE SUBSTITUTION: An AS or AA degree and sixteen (16) years of experience; OR twenty (20) years of experience may be substituted for a BS or BA degree.

Experience: At least twelve (12) years of hands-on relevant professional experience related to the SOW tasking, and a recognized expert who has demonstrated industry and public service leadership. Relevant professional experience includes business financial analysis, engineering, production, and quality operations, organizational restructures, supplier management, cost structures and rates, development of communication techniques, and design and management of corporate continuous improvement deployments. Five (5) years must be specialized in the SOW task areas in which the offeror proposes to utilize the employee, and shall include experience in one or more of the following areas: strategic planning / management, business operations, continuous improvement, supply chain management and communications. The key personnel shall be dedicated 100% to this contract. They shall be on-site full time unless authorized otherwise by the COR.

Program Analyst

Education: BS or BA degree in a Business, Management, Engineering, or other quantitative field. ALLOWABLE SUBSTITUTION: An AS or AA degree and twelve (12) years of experience; OR sixteen (16) years of experience may be substituted for a BS or BA degree.

Experience: At least eight (8) years of experience in program management, technical or business analysis discipline; and included in the eight (8) years, there must be two (2) years professional experience in technical efforts supporting major weapon systems and components development. Demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of military acquisition programs (as specified in the DoD 5000 series). Must have experience processing program acquisition, funding and contract documentation for military programs.

Experience should include performing research and / or analytical tasks related to business/project management operations which includes experience in any of the following areas: financial management; Earned Value Management; Industrial Engineering; database design and development; software analysis; statistical analysis; and research, writing, and graphical development for internal / external communications. The candidate must have demonstrated experience in collecting various forms of information and producing reports, summaries, briefs, speeches to support conclusions and / or recommendations.

Training Specialist III / IV

Education: BS or BA degree in Education, English, Psychology, Industrial Technology, Performance Technology or Organizational Development, Instructional Systems Design (ISD), or related teaching degree. ALLOWABLE SUBSTITUTION: An AS or AA degree and fourteen (14)(Category III) or sixteen (16)(Category IV) years of experience; OR eighteen (18)(Category III) or twenty (20)(Category IV) years of experience may be substituted for a BS or BA degree.

Experience: At least ten (10) (Category III), or twelve (12) (Category IV) years of experience in a curriculum development, to include establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process. This should include front-end analysis, evaluation systems, design and development of computer based and stand-up instruction. Candidate must have at least five (5) years of experience working with highly technical subject matter experts across a broad range of business and industry.

Program Manager (Senior)

Education: BS or BA degree in a Business, Management, Engineering, or other quantitative field. ALLOWABLE SUBSTITUTION: An AS or AA degree and sixteen (16) years of experience; OR twenty (20) years of experience may be substituted for a BS or BA degree.

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Experience: At least twelve (12) years of professional experience in the Defense acquisition, three (3) years of which must have been in the previous six (6) years, in support of Navy Acquisition management; and a minimum of three (3) years supervisory experience. Demonstrated aptitude and capacity for conducting management functions such as resource and financial management, customer interface, etc. Experience in directing the integration of a program team with demonstrated success in leading cultural organizational change.

Program Analyst (Senior)

Education: BS or BA degree in a Business, Management, Engineering, or other quantitative field. ALLOWABLE SUBSTITUTION: An AS or AA degree and fourteen (14) years of experience; OR eighteen (18) years of experience may be substituted for a BS or BA degree.

Experience: At least ten (10) years experience in program management, technical, or business analysis discipline, related to weapon systems acquisition and life cycle management; and a minimum of six (6) years out of 10 years of recent work experience related to analysis and planning. Familiarity with SECNAV, OPNAV, and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work Requests, Requisitions, Contract Data Requirements List, and DD254 is required.

Principal duties may include, but are not limited to, conducts and/or leads the conduct of in-depth analyses of EVM information and reports. Analyses often address complex issues ranging from having a potential impact on projects individually or Navy-wide to having national importance. Assignments are typically complex, requiring expert attention to general business and EVM practices for the purpose of completing an analysis within a short time frame. The purpose is to provide the Integrated Product Team (IPT) Leader and/or Program Manager with insight into the cost, schedule, and technical performance of the weapon system program with respect to total program resources and the program technical baseline. The analyses are also required to support planning and acquisition decisions and address EVM (i.e., cost, schedule, and technical performance) issues; acquiring necessary technical, programmatic, and cost information; modeling, researching, and preparing the analysis; and communicating the findings to multiple levels of management as requested. In some cases, analysts may be required to develop Integrated Master Schedules.

Administrative Assistant

Education: High School diploma or GED

Experience: At least six (6) years experience in a customer and business oriented position.

4.0 DATA HANDLING

In accordance with OCI Clause 5252.209-9510(e)(5) and as appropriate, this contract provides for the contractor to provide technical evaluation and/or advisory and assistance services (excluding source selections) in support of acquisition planning and execution of NAVAIR programs. The contractor will have access to system performance, program / business sensitive, company proprietary and pre-decisional material / data, which shall not be disclosed to any entity, government or otherwise, outside of the Cost Department unless specifically indicated by a designated government point of contact or authorized in writing by the Contracting Officer. The Contractor shall not use for purposes other than performance under this contract; nor shall the contractor release, reproduce, distribute, or publish any data or analysis that is provided as Government Furnished Information (GFI) or produced in the performance of this contract; nor shall the contractor authorize others to do so, without written permission of the Contracting Officer. Further, the contractor shall, within 15 days after the effective date of this contract, obtain and

provide to the COR signed Non-Disclosure Agreements (NDAs) with each subcontractor and consultant (provided as Contract Data Requirement List, Attachment (1) and shall obtain and provide to the COR signed individual NDAs with all contractor, subcontractor, and consulting personnel that performs work

under this contract. Additionally, the contractor agrees to place in each subcontract affected by these provisions the necessary language to bind the subcontractor by these terms and conditions.

5.0 SECURITY

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The contractor and the personnel shall have the capability to perform work up to the Secret level. The facility clearance and level of safeguarding required is Secret. The Contract Security Classification Specifications are set forth in Attachment (2), DD Form 254. The types and classes of data and information shall routinely include, but not limited to:

- Proprietary
- Business Sensitive
- For Official Use Only (FOUO)
- Confidential
- SECRET

6.0 ORGANIZATIONAL CONFLICTS OF INTEREST

The work to be performed under this contract requires access to government data and contractor proprietary data across the breadth of NAVAIR acquisition programs. The Special Clauses incorporating OCI's are set forth in Section H.

7.0 PLACE OF PERFORMANCE

The services identified within this contract must be performed within the NAVAIR facilities at Patuxent River, MD, or as specified at the contractor facilities. In general, tasks in section 2.8 will be performed at the contractor facilities, and all others will be performed at Government facilities unless specified differently. The contractor shall also perform work at other DoD, industry and related locations in support of the tasks contained within this statement of work. The contractor may be required to travel to meet the requirements of this contract. Locations will vary, and may be at any location NAVAIR does business.

8.0 WORKING HOURS

Working hours will typically be 80 hours every two weeks, and should be coordinated with the COR.

9.0 TRAVEL

The contractor may travel in order to perform the tasks as identified in this statement of work, in accordance with NAVAIR Clause 5252.232-9509. Anticipated travel locations include Arlington, VA; Philadelphia, PA; Arlington, TX; Los Angeles, CA; Seattle, WA.

10.0 MATERIAL

The contractor shall provide material and equipment only when essential to accomplish the requirements within this contract. All purchase requests shall have prior COR approval. The contractor shall track, manage and otherwise account for purchases made under this contract following the contractors approved purchasing process / system. Typically, material would cover general office supplies.

11.0 NMCI

For dedicated contractor personnel that will be co-located at NAVAIR facilities, the Government will provide an appropriate number of NMCI seats (one seat per each contractor per collocated) (seat includes network access and all necessary equipment required). The Contractor will provide seats for personnel working from Contractor spaces. The contractor shall order NMCI hardware and services directly from the NMCI Contractor in accordance with Clause 5252.237-9503 and Attachment 6 to the Order.

12.0 DELIVERABLES / DOCUMENTATION

Deliverables will be in accordance with the individual SOW paragraphs and Section J and are identified below:

- A001, Presentation Material
- A002, Acquisition Support Documents
- A003, Briefing Material
- A004, Management Plan
- A005, Technical Data / Metadata

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- A006, Tools, Databases & Websites
- A007, Training Material
- A008, Meeting Minutes
- A009, Non-Disclosure Agreement (Company)
- A010, Non-Disclosure Agreement (Individual)
- A011, Software, Macros, Models, and Source Code
- A012, Incurred Cost and Progress Reporting for Services

13.0 PERFORMANCE STANDARDS

A Surveillance Activity Checklist (SAC) is incorporated as Attachment 1.

14.0 INFORMATION TECHNOLOGY

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

The Contractor shall not purchase any Information Technology (IT) equipment on behalf of NAVAIR in support of this Contract without a Naval Air Systems Command (NAVAIR) Command Information Officer (CIO) signed "IT" approval.

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

1. Clinger-Cohen Act:

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

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

2. System Software / Application Compliance:

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

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

"All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and

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strategies, and should be integrated within the NAVAIR Enterprise portal and collaboration environment whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

- a. OMB Management of Federal Information Resources, OMB CIRCULAR NO. A-130 Revised http://www.whitehouse.gov/omb/circulars_a130_a130trans4
- b. OMB Policies for Federal Agency Public Websites, OMB M-05-04 <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-04.pdf>
- c. Section 508, Rehabilitation Act of 1973 <http://www.section508.gov/>
- d. Department of Defense Web Policies and Guidelines <http://www.defense.gov/webmasters>
- e. Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website <https://www.nioc-norfolk.navy.mil/wra/index.html>
- f. DON Policy for Content of Publicly Accessible World Wide Web Sites SECNAVINST 5720.47B <http://www.doncio.navy.mil/PolicyView.aspx?ID=421>
- g. NAVAIR CIO Website (NAVAIR specific policy and guidelines https://mynavair.navair.navy.mil/portal/server.pt/community/dcio_applications_integration_business_intelligence_%287_2_2%29/1491/web_enablement/57583
- h. DISA Hosting of All Navy Websites (NAVADMIN 061/08) <http://www.npc.navy.mil/NR/rdonlyres/A4E463D0-02AF-4094-A054-BB1D807F631B/0/NAV08061.txt>
- i. Consolidation of Navy Web Sites - Reduction of IM/IT Footprint NAVADMIN 145/07 <http://www.npc.navy.mil/NR/rdonlyres/787908B8-55E8-4A6F-9BD8-A74B3C0824F0/0/NAV07145.txt>
- j. DON Web Presence Policy: The Registration, Compliance of, and Investment in, All Unclassified Web Sites and Uniform Resource Locators <http://www.doncio.navy.mil/PolicyView.aspx?ID=577>

4. Information Assurance (IA)

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

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

- a. ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, July 31, 2009
- b. (Chairman of the Joint Chiefs of Staff Instruction) CJCSI 3170.01G (series), “Joint Capabilities Integration and Development System”, 1 March 2009
- c. CJCSI 6211.02C (series) – “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008
- d. CJCSI 6212.01E (series) – “Interoperability and Supportability of Information Technology and National Security Systems,” 15 December 2008
- e. CJCSI 6250.01C (series) – “Satellite Communications,” 30 April 2007
- f. CJCSI 6510.01E, “Information Assurance (IA) and Computer Network Defense (CND),” 15 August 2007

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- g. (Chairman of the Joint Chiefs of Staff Manual) CJCSM 6510.01A – “Information Assurance (IA) and Computer Network Defense (CND) Volume I (Incident Handling Program”, 24 June 2009
- h. [Chief of Naval Operations/Headquarters, United States Marine Corps] CNO N614/HQMC C4 – “Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0,” 31 October 2002
- i. Defense Acquisition Guidebook – Chapter 7 “Acquiring Information Technology, Including National Security Systems,”; Section 7.5 “Information Assurance (IA)”
- j. DoD 5220.22-M, “National Industrial Security Program Operating Manual,” February 28, 2006 (NISPOM)
- k. DoD 8570.01-M, “Information Assurance Workforce Improvement Program”, 19 Dec 2005 (Incorporating Change 2, Feb 25, 2010)
- l. DoDD 8000.01 “Management of the Department of Defense Information Enterprise,” February 10, 2009
- m. DoDD 8100.02, “Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007
- n. DoDD 8500.01E (series), “Information Assurance (IA),” October 24, 2002, Certified Current as of April 23, 2007
- o. DoDD 8570.01 “Information Assurance Training, Certification, and Workforce Management,” August 15, 2004, Certified Current as of April 23, 2007
- p. DoDI 4630.8, “Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS),” June 30, 2004
- q. DoDI 8500.2, “Information Assurance Implementation,” February 6, 2003
- r. DoDI 8510.01, “DoD Information Assurance Certification and Accreditation Process (DIACAP),” November 28, 2007
- s. DoDI 8520.2, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling, April 1, 2004
- t. DoDI 8551.1, “Ports, Protocols, and Services Management (PPSM),” August 13, 2004
- u. DoDI 8580.1, “Information Assurance in the Defense Acquisition System,” July 9, 2004
- v. DoDI 8581.01, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense,” June 8, 2010
- w. DON CIO Memo 02-10, “Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology,” 26 April 2010
- x. DON Itr 5239 NAVAIR 726/2322 of 18 Feb 09, “NAVAIR Data at Rest Policy”
- y. Federal Information Processing Standards Publications (FIPS PUB) [<http://www.itl.nist.gov/fipspubs/by-num.htm>]
- z. (National Security Telecommunications and Information Systems Security Policy) NSTISSP No. 11, “Revised Fact Sheet National Information Assurance Acquisition Policy,” July 2003
- aa. (Office of the Chief of Naval Operations) OPNAV INST 5239.1C, “Navy Information Assurance (IA) Program,” 20 Aug 08
- bb. SECNAV M-5239.1, “Department of the Navy Information Assurance Program; Information Assurance Manual,” November 2005
- cc. SECNAVINST 5230.15, “Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software,” 10 April 2009

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- dd. SECNAVINST 5239.3B, "Department of the Navy Information Assurance Policy," June 17, 2009
- ee. SECNAVINST 5239.19, "Department of the Navy Computer Network Incident Response and Reporting Requirements," 18 March 2008
- ff. The National Security Act of 1947
- gg. Title 40/Clinger-Cohen Act

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

https://mynavair.navy.mil/portal/server.pt/gateway/PTARGS_32_0_856_0_-1_47/http:/C27VMWARPAXR274.nadsusea.nads.navy.mil:11930/collab/do/document/overview?projID=135128&documentID=290394

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

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

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

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

5. Software Process Improvement Initiative (SPII):

The SPII Policy requires that standardized contract language be included in solicitations or contracts under which contractor(s) are required to perform "software development".

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As defined in the Assistant Secretary of the Navy (ASN) Memorandum, Software Process Improvement Initiative (SPII) Guidance for Use of Software Process Improvement Contract Language dated 13 July 2007, ““Computer Software development” or “software development” means, as applicable developing or delivering new source code, modifying existing source code, coding computer instructions and data definitions, building databases schema, and performing other activities needed to implement the design of a noncommercial computer software product. This definition recognized that even small changes to software code can result in significant changes to software system behavior and quality, and, consequently, that it is necessary for developers to define and follow disciplined and appropriate processes.”

Mandatory elements of the SPII policy language are:

- a. The requirement that Offerors submit a proposed Software Development Plan (SDP) with their proposals, and, during contract performance, deliver a completed SDP (based on the proposed SDP) as a Contract Data Requirements List (CDRL) deliverable, subject to Government review and approval.
- b. The information content of the SDPs, which shall follow the framework of Institute of Electrical & Electronics Engineers (IEEE)/Electronics Industries Association (EIA) IEEE/EIA Std 12207 regarding subject content, level of detail, and completeness.
- c. The requirement that the SDP serve during contract performance as the benchmark for the contractor’s software development effort.
- d. The requirement that the SDP shall be periodically evaluated and updated, as a part of continuous process improvement subject to Government review and approval.

Discretionary elements of the SPII policy language are:

- a. Where the language is incorporated in the solicitation and contract.
- b. The format of the SDP (including whether it needs to be a single volume or may consist of multiple volumes.)
- c. The other elements of IEEE/EIA Std 12207 that must be included, as based on the needs of the system to be acquired and its associated work content.

The policy and additional information can be found at <http://acquisition.navy.mil/content/view/full/5144>

15.0 BILLING INSTRUCTIONS

Payment will be made in accordance with PGI payment clause 252.204-0012 Other. Each time an invoice is presented for work performed, the contractor shall specify the dollar amount in addition to the appropriate CLIN, SLIN and ACRN. In addition, the invoice should state the associated SOW Paragraph number, Program Management Office PMA number, Program Name, and FMS Code and Country if applicable, as it corresponds to the work completed. If the work performed was domestic in nature, the invoice should reflect that.

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SECTION D PACKAGING AND MARKING

Clauses specified in Section D of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

Clauses specified in Section D of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

Item 4000-4003 and Option Items 7100-7103, 7200-7203, 7300-7303 and 7400-7403 - Packaging and marking are not applicable to these items.

Item 6000-6007 and Option Items 9100-9107, 9200-9207, 9300-9307 and 9400-9107 - Packaging and marking shall be in accordance with best commercial practice.

Items 4005 and Option Items 7105, 7205, 7305 and 7405 - The data to be furnished hereunder shall be packaged and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Clauses specified in Section E of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

Inspection and acceptance for CLINs of this Order, as reflected in Section B, shall be performed in accordance with the clauses identified in Section E of the Seaport-e Multiple Award IDIQ contract and the Surveillance Activity Checklist as attached to this Solicitation.

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/23/2014 - 6/22/2015
4001	6/23/2014 - 6/22/2015
4002	6/23/2014 - 6/22/2015
4003	6/23/2014 - 6/22/2015
4005	6/23/2014 - 6/22/2015
4006	6/23/2014 - 6/22/2015
6000	6/23/2014 - 6/22/2015
6001	6/23/2014 - 6/22/2015
6002	6/23/2014 - 6/22/2015
6003	6/23/2014 - 6/22/2015
6004	6/23/2014 - 6/22/2015
6005	6/23/2014 - 6/22/2015
6006	6/23/2014 - 6/22/2015
6007	6/23/2014 - 6/22/2015

Clauses specified in Section F of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

CLIN - DELIVERIES OR PERFORMANCE

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

4000	6/23/2014 - 6/22/2015
4001	6/23/2014 - 6/22/2015
4002	6/23/2014 - 6/22/2015
4003	6/23/2014 - 6/22/2015
4005	6/23/2014 - 6/22/2015
4006	6/23/2014 - 6/22/2015
6000	6/23/2014 - 6/22/2015
6001	6/23/2014 - 6/22/2015
6002	6/23/2014 - 6/22/2015
6003	6/23/2014 - 6/22/2015
6004	6/23/2014 - 6/22/2015
6005	6/23/2014 - 6/22/2015
6006	6/23/2014 - 6/22/2015
6007	6/23/2014 - 6/22/2015

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

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4004	6/23/2014 - 6/22/2015
6008	6/23/2014 - 6/22/2015
7100	6/23/2015 - 6/22/2016
7101	6/23/2015 - 6/22/2016
7102	6/23/2015 - 6/22/2016
7103	6/23/2015 - 6/22/2016
7104	6/23/2015 - 6/22/2016
7105	6/23/2015 - 6/22/2016
7200	6/23/2016 - 6/22/2017
7201	6/23/2016 - 6/22/2017
7202	6/23/2016 - 6/22/2017
7203	6/23/2016 - 6/22/2017
7204	6/23/2016 - 6/22/2017
7205	6/23/2016 - 6/22/2017
7300	6/23/2017 - 6/22/2018
7301	6/23/2017 - 6/22/2018
7302	6/23/2017 - 6/22/2018
7303	6/23/2017 - 6/22/2018
7304	6/23/2017 - 6/22/2018
7305	6/23/2017 - 6/22/2018
7400	6/23/2018 - 6/22/2019
7401	6/23/2018 - 6/22/2019
7402	6/23/2018 - 6/22/2019
7403	6/23/2018 - 6/22/2019
7404	6/23/2018 - 6/22/2019
7405	6/23/2018 - 6/22/2019
9100	6/23/2015 - 6/22/2016
9101	6/23/2015 - 6/22/2016
9102	6/23/2015 - 6/22/2016
9103	6/23/2015 - 6/22/2016
9104	6/23/2015 - 6/22/2016
9105	6/23/2014 - 6/22/2016
9106	6/23/2015 - 6/22/2016
9107	6/23/2015 - 6/22/2016
9108	6/23/2015 - 6/22/2016
9200	6/23/2016 - 6/22/2017
9201	6/23/2016 - 6/22/2017
9202	6/23/2016 - 6/22/2017
9203	6/23/2016 - 6/22/2017
9204	6/23/2016 - 6/22/2017
9205	6/23/2016 - 6/22/2017
9206	6/23/2016 - 6/22/2017
9207	6/23/2016 - 6/22/2017
9208	6/23/2016 - 6/22/2017
9300	6/23/2017 - 6/22/2018

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9301	6/23/2017 - 6/22/2018
9302	6/23/2017 - 6/22/2018
9303	6/23/2017 - 6/22/2018
9304	6/23/2017 - 6/22/2018
9305	6/23/2017 - 6/22/2018
9306	6/23/2017 - 6/22/2018
9307	6/23/2017 - 6/22/2018
9308	6/23/2017 - 6/22/2018
9400	6/23/2018 - 6/22/2019
9401	6/23/2018 - 6/22/2019
9402	6/23/2018 - 6/22/2019
9403	6/23/2018 - 6/22/2019
9404	6/23/2018 - 6/22/2019
9405	6/23/2018 - 6/22/2019
9406	6/23/2018 - 6/22/2019
9407	6/23/2018 - 6/22/2019
9408	6/23/2018 - 6/22/2019

Services to be performed hereunder will be provided in the Statement of Work.

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

(a) The contract shall commence on 23 June 2014 and shall continue through twelve months. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, 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: Melinda K. Stann, AIR-2.5.1.5, 22299 Exploration Drive, Suite 301, Lexington Park, MD 20653.

(2) ACO: DCMA Maryland, 217 East Redwood Street, Suite 1800, Baltimore, MD 21202.

(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

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required data by the technical activity designated in Block 6.

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: See Exhibit A.

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

The services to be performed herein shall be performed at locations identified in the Statement of Work.

11RA Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

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SECTION G CONTRACT ADMINISTRATION DATA

Clauses specified in Section G of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

TYPE OF CONTRACT: THIS IS A COST PLUS FIXED FEE TERM (LEVEL OF EFFORT) TASK ORDER.

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

(a) The Contracting Officer has designated/appointed Christopher Mushrush as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties: See Attachment 3.

(b) The effective period of the COR designation/appointment is the period of performance of this contract.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CLIN	AWARDED COST	AWARDED FEE	PERIOD OF PERFORMANCE	FUNDED COST	FUNDED FEE	EST PoP FOR FUNDING
4000			06/23/2014 - 06/22/2015			06/23/2014 - 10/20/2014
4001			06/23/2014 - 06/22/2015			06/23/2014 - 01/06/2015
4002			06/23/2014 - 06/22/2015			06/23/2014 - 06/16/2015
4003			06/23/2014 - 06/22/2015			06/23/2012 - 04/28/2015
4004			06/23/2014 - 06/22/2015			
4005	0	0	06/23/2014 - 06/22/2015			
4006	0	0	06/23/2014 - 06/22/2015			
6000	110,500.00	0	06/23/2014 - 06/22/2015	5,000.00	0.00	06/23/2014 - 07/07/2014
6001	110,500.00	0	06/23/2014 - 06/22/2015	19,200.00	0.00	06/23/2014 - 08/25/2014
6002	110,500.00	0	06/23/2014 - 06/22/2015	32,989.46	0.00	06/23/2014 - 10/13/2014
6003	105,500.00	0	06/23/2014 - 06/22/2015			
6004	5,000.00	0	06/23/2014 - 06/22/2015	3,989.78	0.00	06/23/2014 - 04/07/2015
6005	0.00	0	06/23/2014 - 06/22/2015			
6006	22,100.00	0	06/23/2014 - 06/22/2015	8,318.71	0.00	06/23/2014 - 11/03/2014

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6007	11,050.00	0	06/23/2014 - 06/22/2015			
6008	47,515.00	0	06/23/2014 - 06/22/2015			
7100	1,243,585.86	87,051.01	06/23/2015 - 06/22/2016			
7101	830,421.68	58,129.51	06/23/2015 - 06/22/2016			
7102	2,383,589.97	166,851.29	06/23/2015 - 06/22/2016			
7103	251,829.67	17,628.07	06/23/2015 - 06/22/2016			
7104	470,942.72	32,965.98	06/23/2015 - 06/22/2016			
7105	0	0	06/23/2015 - 06/22/2016			
9100	110,500.00	0	06/23/2015 - 06/22/2016			
9101	110,500.00	0	06/23/2015 - 06/22/2016			
9102	110,500.00	0	06/23/2015 - 06/22/2016			
9103	110,500.00	0	06/23/2015 - 06/22/2016			
9104	5,525.00	0	06/23/2015 - 06/22/2016			
9105	5,525.00	0	06/23/2015 - 06/22/2016			
9106	11,050.00	0	06/23/2015 - 06/22/2016			
9107	11,050.00	0	06/23/2015 - 06/22/2016			
9108	47,515.00	0	06/23/2015 - 06/22/2016			
7200	1,316,078.17	92,125.47	06/23/2016 - 06/22/2017			
7201	879,143.73	61,540.06	06/23/2016 - 06/22/2017			
7202	2,523,869.60	176,670.87	06/23/2016 - 06/22/2017			
7203	266,791.32	18,675.39	06/23/2016 - 06/22/2017			
7204	498,588.28	34,901.17	06/23/2016 - 06/22/2017			
7205	0	0	06/23/2016 - 06/22/2017			
9200	110,500.00	0	06/23/2016 - 06/22/2017			
9201	110,500.00	0	06/23/2016 - 06/22/2017			
9202	110,500.00	0	06/23/2016 - 06/22/2017			
9203	110,500.00	0	06/23/2016 - 06/22/2017			
9204	5,525.00	0	06/23/2016 - 06/22/2017			

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9205	5,525.00	0	06/23/2016 - 06/22/2017			
9206	11,050.00	0	06/23/2016 - 06/22/2017			
9207	11,050.00	0	06/23/2016 - 06/22/2017			
9208	47,515.00	0	06/23/2016 - 06/22/2017			
7300	1,382,795.52	96,795.68	06/23/2017 - 06/22/2018			
7301	923,953.50	64,676.74	06/23/2017 - 06/22/2018			
7302	2,652,978.87	185,708.52	06/23/2017 - 06/22/2018			
7303	280,685.90	19,648.01	06/23/2017 - 06/22/2018			
7304	524,041.38	36,682.89	06/23/2017 - 06/22/2018			
7305	0	0	06/23/2017 - 06/22/2018			
9300	110,500.00	0	06/23/2017 - 06/22/2018			
9301	110,500.00	0	06/23/2017 - 06/22/2018			
9302	110,500.00	0	06/23/2017 - 06/22/2018			
9303	110,500.00	0	06/23/2017 - 06/22/2018			
9304	5,525.00	0	06/23/2017 - 06/22/2018			
9305	5,525.00	0	06/23/2017 - 06/22/2018			
9306	11,050.00	0	06/23/2017 - 06/22/2018			
9307	11,050.00	0	06/23/2017 - 06/22/2018			
9308	47,515.00	0	06/23/2017 - 06/22/2018			
7400	1,395,284.70	97,669.92	06/23/2018 - 06/22/2019			
7401	932,322.88	65,262.60	06/23/2018 - 06/22/2019			
7402	2,677,077.65	187,395.43	06/23/2018 - 06/22/2019			
7403	283,259.23	19,828.14	06/23/2018 - 06/22/2019			
7404	528,794.45	37,015.61	06/23/2018 - 06/22/2019			
7405	0	0	06/23/2018 - 06/22/2019			
9400	110,500.00	0	06/23/2018 - 06/22/2019			
9401	110,500.00	0	06/23/2018 - 06/22/2019			
9402	110,500.00	0	06/23/2018 - 06/22/2019			

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9403	110,500.00	0	06/23/2018 - 06/22/2019			
9404	5,525.00	0	06/23/2018 - 06/22/2019			
9405	5,525.00	0	06/23/2018 - 06/22/2019			
9406	11,050.00	0	06/23/2018 - 06/22/2019			
9407	11,050.00	0	06/23/2018 - 06/22/2019			
9408	47,515.00	0	06/23/2018 - 06/22/2019			

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

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

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 289,560 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 (figure excludes 10% CIC hours).

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 1,148 hours per week. It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and

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that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

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

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

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

(a) Contract Administration Office.

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

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

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

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

09RA HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)(MAY 1993)

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

(b) The Government shall make payment to the Contractor, subject to and in accordance with the clause in this contract entitled “FIXED FEE” (FAR 52.216-8) or “INCENTIVE FEE” (FAR 52.216-10), as applicable. Such payments shall be equal to percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled “ALLOWABLE COST AND PAYMENT” (FAR 52.216-7) subject to the withholding terms and conditions of the “FIXED FEE” or “INCENTIVE FEE” clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

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

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A015. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A015. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state “Not Applicable”. The data tables outlined in Attachment 7 shall be utilized as required herein and attached to the report.

(a) Incurred Costs:

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment 7.

(2) **Labor:** Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment 7. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

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(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 7. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Saving Clause."

(b) **Progress:** A description of progress made during the invoice period by [insert the level of progress desired: e.g. by labor category or SOW tasking] shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

11RA HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

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

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

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

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

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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	<u>N00421</u>
Admin DODAAC	<u>*Block 6 of TO cover</u>
Pay Office DODAAC	<u>*Block 15 of TO cover</u>
Inspector DODAAC	<u>N00421</u>
Service Acceptor DODAAC	<u>N00421</u>
Service Approver DODAAC	<u>N00421</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>TBD</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver emails

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addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is award that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
christopher.mushrush@navy.mil

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR) (OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR

NAME: Suzy Lang, 301-752-2195

ALTERNATE:

NAME: Morris Brown, Jr., 301-922-4228

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

DFARS PGI 204.7108(d)(12) Other (Contract-wide)

The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN. The requirement includes support for multiple programs with independent budget and funding. These funding lines are NOT interchangeable and it is critical that the paying office pay in accordance with the ACRNs and CLINs noted on the contractor's invoices. To do so otherwise could result in a misappropriation of funds.

Accounting Data

SLINID	PR Number	Amount
400201	1300426145	24000.00
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002300013		
Standard Number: 130042614500001		

BASE Funding 24000.00
Cumulative Funding 24000.00

MOD 01

400202	1300431005	500000.00
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LLA :
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002328387
Standard Number: CIN 130043100500001

400301 1300430017 60000.00

LLA :
AC 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002323704
Standard Number: CIN 130043001700001

600201 1300431005 10000.00

LLA :
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002328387
Standard Number: CIN 130043100500002

MOD 01 Funding 570000.00
Cumulative Funding 594000.00

MOD 02

400203 1300434004 61470.00

LLA :
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002350653
Standard Number: CIN 130043400400001
4.2/P262 Supplier Production Support

400204 1300434268 38567.00

LLA :
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002353626
Standard Number: CIN 130043426800001
IPM, PMA-273

400205 1300430019 90000.00

LLA :
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002323910
Standard Number: CIN 130043001900001
4.2 IT Related Support Services

400206 1300434670 160000.00

LLA :
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002358623
Standard Number: CIN 130043467000001
PMA262 IPM/EVM Efforts

400302 1300432690 60000.00

LLA :
AD 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002341513
Standard Number: CIN 130043269000001
Enculturation Efforts

MOD 02 Funding 410037.00
Cumulative Funding 1004037.00

MOD 03

400303 1300439456 210000.00

LLA :
AJ 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002392966
Standard Number: CIN 130043945600001
Project Controls for Cost and Schedule for IPT Leads

MOD 03 Funding 210000.00
Cumulative Funding 1214037.00

MOD 04

400101 1300441126 86890.00

LLA :
AN 1741506 S1ST 251 00019 0 050120 2D 000000 A00002402097
Standard Number: CIN 130044112600001

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Production IPT

400207 1300443115 116000.00
 LLA :
 AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002416085
 Standard Number: CIN 130044311500001
 4.2/P281 IPM Support

400208 1300442039 24400.00
 LLA :
 AL 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002409421
 Standard Number: CIN 130044203900001
 4.2/P266 EVM Support

400209 1300442039 140544.00
 LLA :
 AM 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002409421
 Standard Number: CIN 130044203900002
 4.2/P266 EVM Support

600101 1300441126 5000.00
 LLA :
 AN 1741506 S1ST 251 00019 0 050120 2D 000000 A00002402097
 Standard Number: CIN 130044112600001
 Production IPT

600601 1300443115 4494.73
 LLA :
 AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002416085
 Standard Number: CIN 130044311500001
 4.2/P281 IPM Support

600602 1300442039 3287.20
 LLA :
 AL 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002409421
 Standard Number: CIN 130044203900001
 4.2/P266 EVM Support

600603 1300442039 1207.53
 LLA :
 AM 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002409421
 Standard Number: CIN 130044203900002
 4.2/P266 EVM Support

MOD 04 Funding 381823.46
 Cumulative Funding 1595860.46

MOD 05

400210 1300450343 149895.00
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002464934
 Standard Number: CIN 130045034300001
 P234 IPM Support

400211 1300448143 55310.29
 LLA :
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002449527
 Standard Number: CIN 130044814300001
 PMA-280 EVM Support

600202 1300450343 5000.00
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002464934
 Standard Number: CIN 130045034300001
 P234 IPM Support

600203 1300448143 1000.00
 LLA :
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002449527
 Standard Number: CIN 130044814300001

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PMA-280 EVM Support

600604 1300450343 4629.00
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002464934
 Standard Number: CIN 130045034300001
 P234 IPM Support

600605 1300448143 3689.71
 LLA :
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002449527
 Standard Number: CIN 130044814300001
 PMA-280 EVM Support

MOD 05 Funding 219524.00
 Cumulative Funding 1815384.46

MOD 06

400212 1300457951 231000.00
 LLA :
 AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002543629
 Standard Number: CIN 130045795100001
 4.2 IT Support

MOD 06 Funding 231000.00
 Cumulative Funding 2046384.46

MOD 07

400102 1300459542 178416.00
 LLA :
 AS 1751506 S1ST 251 00019 0 050120 2D 000000 A00002563385
 Standard Number: CIN 130045954200001
 4.2/JSF Sustainment Efforts

400213 1300434268-0001 12640.00
 LLA :
 AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002353626
 Standard Number: CIN 130043426800002
 4.2/P273 IPM

600102 1300459542 6500.00
 LLA :
 AS 1751506 S1ST 251 00019 0 050120 2D 000000 A00002563385
 Standard Number: CIN 130045954200001
 4.2/JSF Sustainment Efforts

MOD 07 Funding 197556.00
 Cumulative Funding 2243940.46

MOD 08

400103 1300460580 181902.00
 LLA :
 AT 1751506 S1ST 251 00019 0 050120 2D 000000 A00002576604
 Standard Number: CIN 130046058000001
 4.2/JSF CIC Support

600103 1300460580 7700.00
 LLA :
 AT 1751506 S1ST 251 00019 0 050120 2D 000000 A00002576604
 Standard Number: CIN 130046058000001
 4.2/JSF CIC Support

MOD 08 Funding 189602.00
 Cumulative Funding 2433542.46

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MOD 09

400214 1300457994 750000.00
 LLA :
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002544181
 Standard Number: CIN 130045799400001
 PPT

400215 1300457994 820000.00
 LLA :
 AV 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002544181
 Standard Number: CIN 130045799400002
 4.2 Support

400216 1300461731 30000.00
 LLA :
 AX 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002587181
 Standard Number: CIN 130046173100001
 PMA 299 IPM Support

600204 1300457994 6000.00
 LLA :
 AW 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002544181
 Standard Number: CIN 130045799400003
 P266 Travel

600205 1300461731 2000.00
 LLA :
 AX 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002587181
 Standard Number: CIN 130046173100001
 PMA 299 IPM Support

MOD 09 Funding 1608000.00
 Cumulative Funding 4041542.46

MOD 10

400001 1300460369 99758.00
 LLA :
 AZ 1751319 45WT 251 00019 0 050120 2D 000000 A00002575205
 Standard Number: CIN 130046036900001
 PMA202 IPM support -Aircrew Systems Development Enhanced Visual Acuity Laser Eye
 Protection

400304 1300463631 111000.00
 LLA :
 AY 1751804 4RZ3 251 00019 0 050120 2D 000000 A00002606342
 Standard Number: CIN 130046363400001
 852 funds for ACE/IPS/O&S Training

600001 1300460369 5000.00
 LLA :
 AZ 1751319 45WT 251 00019 0 050120 2D 000000 A00002575205
 Standard Number: CIN 130046036900001
 PMA202 IPM support -Aircrew Systems Development Enhanced Visual Acuity Laser Eye
 Protection

600401 1300460369 3989.78
 LLA :
 AZ 1751319 45WT 251 00019 0 050120 2D 000000 A00002575205
 Standard Number: CIN 130046036900001
 PMA202 IPM support -Aircrew Systems Development Enhanced Visual Acuity Laser Eye
 Protection

MOD 10 Funding 219747.78
 Cumulative Funding 4261290.24

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Clauses specified in Section H of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Statement of Work. 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

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

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materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with three 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.

5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the

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contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to

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the Procuring Contracting Officer.

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

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

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

(c) The contractor agrees that during the first one (1) year of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

5252.242-9515 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

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material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Ms. Melinda K. Stann, 22299 Exploration Drive, Suite 301, Lexington Park, MD 20653. Phone: 301-737-2982. Email: melinda.stann@navy.mil

11RA HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Task Order Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this

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contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Task Order Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

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

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

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

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

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with Attachment 6 in Section J.

(e) See Attachment 6 in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.

(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment 6 in Section J.

TASK ORDER H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (February 2011) (AIR-2.5.1)

(a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased 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 task order 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 anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

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

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

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)

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

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

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

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

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

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

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

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

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

NMCI

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors",

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DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

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

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

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.

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

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

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

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

(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.

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(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. The form and instructions for processing the SAAR-N form are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. 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 designated SAAR-N Government Sponsor or TPOC 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.

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

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

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

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

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

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

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

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign

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new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

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

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

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

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

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SECTION I CONTRACT CLAUSES

Clauses specified in Section I of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 sixty-six months.

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 TBD. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to TBD. All losses are to have the permanent badges returned to TBD on the last day of the individual's task requirement.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

- (a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—
 - (1) Leaves or left DoD service on or after January 28, 2008; and
 - (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

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(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

52.232-22 Limitation of Funds (Apr 1984)

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

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SECTION J LIST OF ATTACHMENTS

Exhibit A: Contract Data Requirements List (CDRLs), A001 - A012

Exhibit A Attachment, A009 NDA

Exhibit A Attachment, A010 NDA

Attachment 1: Surveillance Activity Checklist (SAC)

Attachment 2: Form DD254, Security Classification Specification

Attachment 3: Contracting Officers Representative (COR) Designation

Attachment 4: OCI List

Attachment 5: Reserved

Attachment 6: NAVAIR Processes and Procedures for NMCI Access

Attachment 7: Incurred Cost Reporting Instructions

Attachment 8: Fully Burdened Labor Rates