

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
24

3. EFFECTIVE DATE
12-May-2015

4. REQUISITION/PURCHASE REQ. NO.
1300442109, 1300491181

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00421

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

S2101A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
SIFISO.MKHIZE@NAVY.MIL 301-757-3323

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

AVIAN, L.L.C
22099 Three Notch Rd, Suite 113
Lexington Park MD 20653

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-08-D-5356-M804

10B. DATED (SEE ITEM 13)

17-Dec-2012

CAGE CODE 345J8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

Judy Switick, General Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Donna L Voithoffer, Contracting Officer

15B. CONTRACTOR/OFFEROR

/s/Judy Switick
(Signature of person authorized to sign)

15C. DATE SIGNED

11-May-2015

16B. UNITED STATES OF AMERICA

BY /s/Donna L Voithoffer
(Signature of Contracting Officer)

16C. DATE SIGNED

12-May-2015

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding to contract. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700008	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
700009	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
700010	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
700011	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
900006	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

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

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	U008	Course Development and Presentation Services Labor in accordance with Section C, Performance-Based Work Statement (PBWS), paragraphs 4.2, 4.3, and 4.4. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$1,397,822.19
400001	U008	FUNDING IN SUPPORT OF CLIN 4000 (WCF)					
400002	U008	FUNDING IN SUPPORT OF CLIN 4000 (WCF)					
400003	U008	FUNDING IN SUPPORT OF CLIN 4000 (Fund Type - OTHER)					
400004	U008	FUNDING IN SUPPORT OF CLIN 4000. De-Obligation Mod 13 in the amount of \$34,633.70 (Fund Type - OTHER)					
400005	U008	FUNDING IN SUPPORT OF CLIN 4000 (O&MN,N)					
400006	U008	FUNDING IN SUPPORT OF CLIN 4000. De-Obligation Mod 13 in the amount of \$177,651.98 (Fund Type - OTHER)					
400007	U008	De-Obligation Mod 08 in the amount of \$41,100.00 (WCF)					
400008	U008	FUNDING IN SUPPORT OF CLIN 4000 - NAVAIR Simplified Course in development until Dec 16 1023, Test Planning Class - Nov 19-21, 2013, Test Reporting - On going development, AMP/LTE Bootcamp - Nov 12-14, 2013. De-Obligation Mod 13 in the amount of \$50,296.93/NAVAIR SIMPLIFIED COURSE \$10,053.44 CTE CLASSES \$40,243.49 (Fund Type - OTHER)					
4001	U008	Program Management, Administrative, and Web Portal Content Management Services Labor in accordance with Section C, Performance-Based Work Statement (PBWS), paragraphs 4.1, 4.5, and 4.6. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$131,100.00
400101	U008	FUNDING IN SUPPORT OF CLIN 4001 (Fund Type - OTHER)					
400102	U008	FUNDING IN SUPPORT OF CLIN 4001 (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4002	U008	Technical Data in support of CLINS 4000, 4001, and 6000. (NSP) (Fund Type - OTHER)	1.0	LO	██████	██████	\$0.00
4100	U008	Option Year 1: Course Development and Presentation Services Labor in accordance with Section C, Performance-Based Work Statement (PBWS), paragraphs 4.2, 4.3, and 4.4. (Fund Type - TBD)	1.0	LO	██████████████	██████████████	\$3,466,297.33
410001	U008	FUNDING IN SUPPORT OF CLIN 4100 (WCF)					
410002	U008	FUNDING IN SUPPORT OF CLIN 4100. LABOR FOR WEB DEVELOPERS - WEBSITE ADMINISTRATOR. (WCF)					
410003	U008	FUNDING IN SUPPORT OF CLIN 4100. TLF-100 COURSE DEV \$63,593.93 TLC-100 COURSE DEV \$64,884.51 TLL-100 COURSE DEV \$73,169.47 TLS-100 COURSE DEV \$67,736.63 (O&MN,N)					
410004	U008	FUNDING IN SUPPORT OF CLIN 4100. APM BOOTCAMP LTE 2NDQ \$8,200 MISSION SYS FUND 2NDQ \$50,000 TEST PLANNING 2NDQ \$4,700 TEST PLANNING FOR MANAGERS 2NDQ \$2,000 TEST REPORTING 2NDQ \$4,000 ITT TRAINING 2NDQ \$15,000 OP FUNDAMENTALS 2NDQ \$3,700 COURSE DEVELOPMENT-T. NOLL \$101,500 COURSE DEVELOPMENT-L. SCHMIDT \$37,500 (O&MN,N)					
410005	U008	FUNDING IN SUPPORT OF CLIN 4100. COURSE DEV L. SCHMIDT \$31,250 COURSE DEV K. HOWARD \$67,500 (O&MN,N)					
410006	U008	FUNDING IN SUPPORT OF CLIN 4100. AIR 66 SUSTAINMENT STRATEGY-PIA (O&MN,N)					
410007	U008	FUNDING IN SUPPORT OF CLIN 4100. NAVAIRU Integrated Warfighter Capability, IWC-100 (O&MN,N)					
410008	U008	FUNDING IN SUPPORT OF CLIN 4100. NAVAIR SIMPLIFIED (O&MN,N)					
410009	U008	FUNDING IN SUPPORT OF CLIN 4100. Test Planning - Cohort 2, CL, Test Reporting - Cohort 2, CL, Test Reporting - Open. (O&MN,N)					
410010	U008	FUNDING IN SUPPORT OF CLIN 4100. Sec. 852 Acq. Training (O&MN,N)					
410011	U008	FUNDING IN SUPPORT OF CLIN 4100. IPT LEAD, TLF-100 \$1,748.80 CONTRACTING FOR IPTLs TLC-100 \$124,485.10. LIFE CYCLE LOGISTICS IPTLs TLL-100					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		\$26,847.45. SYSTEMS ENG IPTLs TLS-100					
		\$25,472.43. T&E IPTLs TLT-100					
		\$95,328.51 (O&MN,N)					
410012	U008	FUNDING IN SUPPORT OF CLIN 4100. CPM REWORK COURSE CONTENT TLF-100, TLC-100, TLL-100, TLS-100 \$45,654.42. CONTRACTING FOR IPTLs TLC-100 \$2,695.81 (O&MN,N)					
410013	U008	FUNDING IN SUPPORT OF CLIN 4100. ST&E 6.0 LOG U ADVANCED ST&E PILOT 1 MONTH (O&MN,N)					
410014	U008	FUNDING IN SUPPORT OF CLIN 4100. ST&E 6.0 LOG U ADVANCED ST&E COURSE DEVELOPMENT FOR 2.5 DAY CLASS WITH EXERCISES AND/OR CASE STUDIES 6 MONTHS (24 WEEKS) (O&MN,N)					
410015	U008	FUNDING IN SUPPORT OF CLIN 4100. CT&E DEVELOPMENT SUPPORT FOR AWS & DYNAMIC INTERFACE AND ITT TRAINING (O&MN,N)					
410016	U008	FUNDING IN SUPPORT OF CLIN 4100. ACQUISITION TRAINING ASN(RDA) (WCF)					
410017	U008	FUNDING IN SUPPORT OF CLIN 4100. College of Program Management (CPM) \$40,243.49, CPM courses \$34,633.70, CPM courses \$177,651.98 (O&MN,N)					
410018	U008	FUNDING IN SUPPORT OF CLIN 4100. NAVAIRU Simplified Course (O&MN,N)					
410019	U008	FUNDING IN SUPPORT OF CLIN 4100. College of Test & Evaluation (CT&E) \$8,292.00 Test Planning - Cohort 3 WD, 8/12-14/14, \$7,633.00 Test Reporting - Cohort 3 WD, 9/16-18 /2014, \$5,796.00 Test Planning - Cohort 9 AD, 8/5-7/14, \$5,137.00 Test Reporting - Cohort 9 AD, 9/9-11/14, \$4,640.68 Development Support for AWS & Dynamic Interface and ITT Training (O&MN,N)					
410020	U008	FUNDING IN SUPPORT OF CLIN 4100. CT&E Development Support for AWS & Dynamic Interface and ITT Training (O&MN,N)					
410021	U008	FUNDING IN SUPPORT OF CLIN 4100. NAVAIRU Simplified Course (O&MN,N)					
410022	U008	FUNDING IN SUPPORT OF CLIN 4100. \$86,971.63 NAVAIRU DECODED DEV BETA DELIVERY \$24,139.00 NAVAIRU DECODED TEACH \$33,951.84 NAVAIRU DECODE REWORK AND MODS (2 BETAS AND 3					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		CLASSES) \$12,012.25 IWC TEACH (5 TIMES) \$4,548.70 IWC TEACH CL (O&MN,N)					
410023	U008	FUNDING IN SUPPORT OF CLIN 4100. \$200,000.00 Intro to Capabilities Based T&E CBT-200 \$8,358.00 APM/LTE Bootcamp \$5,262.40 Reporting Writing Workshop \$22,000.00 STEM Leadership \$34,776.00 Test Planning \$30,822.00 Test Reporting \$5,921.00 Test Planning - CL \$5,262.00 Test Reporting - CL \$33,432.00 APM/LTE Bootcamp \$17,107.00 Operational Test Fundamentals \$5,877.00 Operational Test Fundamentals CL \$6,324.00 Test Planning for Managers \$7,640.00 Test Reporting for Managers (O&MN,N)					
410024	U008	FUNDING IN SUPPORT OF CLIN 4100. Course Development for ASW, MSF, HDI, HIS, and Loads (O&MN,N)					
410025	U008	FUNDING IN SUPPORT OF CLIN 4100. Cyber Security Course (O&MN,N)					
410026	U008	FUNDING IN SUPPORT OF CLIN 4100. Operational Test Fundamentals Course (WCF)					
4101	U008	Option Year 1: Program Management, Administrative, and Web Portal Content Management Services Labor in accordance with Section C, Performance-Based Work Statement (PBWS), paragraphs 4.1, 4.5, and 4.6. (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
		Option					
4102	U008	Option Year 1: Technical Data in support of CLINS 4100, 4101, and 6100. (NSP) (Fund Type - OTHER)	1.0	LO	██████	██████	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	U008	Travel & Material ODCs in support of CLINS 4000 & 4001 (Fund Type - TBD)	1.0	LO	\$17,446.29
600001	U008	FUNDING IN SUPPORT OF CLIN 6000. De-Obligation Mod 13 in the amount of \$232.71 (WCF)			
600002	U008	FUNDING IN SUPPORT OF CLIN 6000 (Fund Type - OTHER)			
600003	U008	FUNDING IN SUPPORT OF CLIN 6000. De-Obligation Mod 13 in the amount of \$15,800.00 (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600004	U008	FUNDING IN SUPPORT OF CLIN 6000 (WCF)			
6001	U008	NMCI ODC in support of CLINs 4000 & 4001. Support of Government property (NMCI seats) authorized in 5252.245-9500(a)(4) for the Base period of performance in accordance with 5252.237-9503. (Fund Type - TBD)	1.0	LO	\$702.00
600101	U008	FUNDING IN SUPPORT OF CLIN 6001 (WCF)			
600102	U008	FUNDING IN SUPPORT OF CLIN 6001. De-Obligation Mod 13 in the amount of \$4,000.00 (Fund Type - OTHER)			
6100	U008	Option Year 1: Travel & Material ODCs in support of CLINs 4100 & 4101. (Fund Type - TBD)	1.0	LO	\$242,933.71
610001	U008	FUNDING IN SUPPORT OF CLIN 6100 (WCF)			
610002	U008	FUNDING IN SUPPORT OF CLIN 6100 MATERIAL-\$4,125.00 EA COURSE (O&MN,N)			
610003	U008	FUNDING IN SUPPORT OF CLIN 6100 (WCF)			
610004	U008	FUNDING IN SUPPORT OF CLIN 6100 ST&E 6.0 LOG U MATERIALS AND COURSE BOOK BOUND COPIES (O&MN,N)			
610005	U008	FUNDING IN SUPPORT OF CLIN 6100 CT&E DEVELOPMENT SUPPORT FOR AWS & DYNAMIC INTERFACE AND ITT TRAINING COURSE MATERIAL/TRAVEL (O&MN,N)			
610006	U008	FUNDING IN SUPPORT OF CLIN 6100 (O&MN,N)			
610007	U008	FUNDING IN SUPPORT OF CLIN 6100 \$3,200.00 CLASS MATERIAL FOR NAVAIRU DECODED DEV BETA DELIVERY \$6,137.58 NAVAIRU DECODED TEACH TRAVEL TO CL \$1,600.00 CLASS MATERIAL FOR NAVAIRU DECODED TEACH AT CL \$4,800.00 CLASS MATERIAL FOR IWC TEACH \$2,800.00 TRAVEL FOR IWC TEACH CL \$1,400.00 CLASS MATERIAL FOR IWC TEACH CL AND SHIPPING COST (O&MN,N)			
610008	U008	FUNDING IN SUPPORT OF CLIN 6100 \$4,871.00 Travel to WD for Test Planning \$4,871.00 Travel to WD for Test Reporting (O&MN,N)			
610009	U008	FUNDING IN SUPPORT OF CLIN 6100 Material Operational Test Fundamentals Course Travel (WCF)			
610010	U008	FUNDING IN SUPPORT OF CLIN 6100 Introduction to Capabilities Based T&E CBT-200 Course Development Travel (WCF)			
610011	U008	FUNDING IN SUPPORT OF CLIN 6100 CT&E Material (WCF)			
6101	U008	Option Year 1: NMCI ODC in support of CLINs 4100 & 4101. Support of Government property (NMCI seats) authorized in 5252.245-9500(a)(4) for Option I period of performance in accordance with 5252.237-9503. (Fund Type - TBD)	1.0	LO	\$35,298.00
610101	U008	FUNDING IN SUPPORT OF CLIN 6101 (WCF)			
610102	U008	FUNDING IN SUPPORT OF CLIN 6101 (O&MN,N)			
610103	U008	FUNDING IN SUPPORT OF CLIN 6101 (O&MN,N)			
610104	U008	FUNDING IN SUPPORT OF CLIN 6101 (O&MN,N)			

For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	U008	Option Year 2: Course Development and Presentation Services Labor in accordance with Section C, Performance-Based Work Statement (PBWS), paragraphs 4.2, 4.3, and 4.4. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$2,628,641.48
700001	U008	FUNDING IN SUPPORT OF CLIN 7000. Infrastructure for K. Howard, T. Noll, L. Schmidt, S. Stansbury PM support for B. Schaffer (WCF)					
700002	U008	FUNDING IN SUPPORT OF CLIN 7000. TPS support for Neal Kraft. (WCF)					
700003	U008	FUNDING IN SUPPORT OF CLIN 7000. Financial Mgt for IPTLs. (O&MN,N)					
700004	U008	FUNDING IN SUPPORT OF CLIN 7000. Op and Support phase for IPTLs. (O&MN,N)					
700005	U008	FUNDING IN SUPPORT OF CLIN 7000. The IPT Lead, the Next Step. (O&MN,N)					
700006	U008	FUNDING IN SUPPORT OF CLIN 7000. TPS Support for Neal Kraft 3/17/2015 - 6/17/2015. (WCF)					
700007	U008	FUNDING IN SUPPORT OF CLIN 7000. (WCF)					
700008	U008	FUNDING IN SUPPORT OF CLIN 7000. Introduction to Cyber =50,000 course development for NAVAIRU courses= 63,000 Laurie Schmidt Intergrated Workforce Capabilty (IWC)= 6,000 (O&MN,N)					
700009	U008	FUNDING IN SUPPORT OF CLIN 7000. Range Curriculum Course Development (O&MN,N)					
700010	U008	FUNDING IN SUPPORT OF CLIN 7000. Test Planning Cohort 5 = 8,030.00 Testing Planning Cohort 5 = 8,030.00 (O&MN,N)					
700011	U008	FUNDING IN SUPPORT OF CLIN 7000. Development of the Science & Technology (S&T) 101 course for the College of Research and Engineering (O&MN,N)					
7001	U008	Option Year 2: Program Management, Administrative, and Web Portal Content Management Services Labor in accordance with Section C, Performance-Based Work Statement (PBWS), paragraphs 4.1, 4.5, and 4.6. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7002	U008	Option Year 2: Technical Data in support of CLINS 7000, 7001, and 9000. (NSP) (Fund Type - OTHER)	1.0	LO	██████	██████	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	U008	Option Year 2: Travel & Material ODCs in support of CLINs 7000 & 7001. (Fund Type - TBD)	1.0	LO	\$144,700.00
900001	U008	FUNDING IN SUPPORT OF CLIN 9000 (WCF)			
900002	U008	FUNDING IN SUPPORT OF CLIN 9000 (WCF)			
900003	U008	FUNDING IN SUPPORT OF CLIN 9000 (WCF)			
900004	U008	FUNDING IN SUPPORT OF CLIN 9000 (WCF)			
900005	U008	FUNDING IN SUPPORT OF CLIN 9000 (WCF)			
900006	U008	FUNDING IN SUPPORT OF CLIN 9000. Test Planning Cohort 5 travel = 2,500.00 Test Planning Cohort 5 travel (O&MN,N)			
9001	U008	Option Year 2: NMCI ODC in support of CLINs 7000 & 7001. Support of Government property (NMCI seats) authorized in 5252.245-9500(a)(4) for Option II period of performance in accordance with 5252.237-9503. (Fund Type - TBD)	1.0	LO	\$20,000.00
900101	U008	FUNDING IN SUPPORT OF CLIN 9001. (O&MN,N)			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4000, 4001 and Option Items 4100, 4101, 7000, and 7001 - The Contractor shall provide SERVICES in accordance with Section C - Performance Based Work Statement (PBWS) for Course Development and Presentation, Program Management, Web Portal Content Management, and Administrative Support.

Items 6000 and 6001 and Option Items 6100, 6101, 9000 and 9001 - The Contractor shall provide ODCs in support of CLINS 4000, 4001, 4100, 4101, 7000, and 7001 in accordance with the PBWS below.

Item 4002 and Option Items 4102 and 7002 - The Contractor shall provide DATA as specified in Exhibit A - Contract Data Requirements List for CDRLs A001-A004 as required in the PBWS below.

Performance-Based Work Statement
to provide support for
The Development and Management of
the Naval Aviation Test & Evaluation University

The following Statement of Work Addendum is hereby added to the existing Statement of Work:

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of 3,040 hours per week.

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

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

1.0 BACKGROUND

AIR 5.0, the Test and Evaluation (T&E) Group, provides the resources required to support the planning, conduct, monitoring, and reporting of tests and experimentation for the development, production, evaluation, and fielding of air warfare systems, subsystems, and support systems in a variety of test environments. The T&E Group provides full spectrum Research, Development, Test, and Evaluation (RDT&E) facilities and services, which create a realistic battle space environment for testing and experimentation. These services include providing the intellectual resources, facilities, and aircraft for

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experimentation, test and evaluation of battle space concepts, systems of systems, and platform systems; operation and sustainment of all Naval Air Systems Command (NAVAIR) Ranges; providing representative targets, simulations, and presentations for test and training in laboratories, at sea, on land, and in the air; and the development of synthetic environments and virtual battle-space in support of research, development, test, training, evaluation, and experimentation.

The work encompasses the people, processes, and facilities necessary to provide resource planning and management, business/strategic planning, organization and manpower management, recruitment, career development and recognition, and general administrative support for the competency. The primary purpose of the contractual activity for the Naval Aviation Test & Evaluation University (NATEU) is to formally train our workforce for the T&E discipline to include not only core and domain-specific test and evaluation competence, but also guidance for Defense Acquisition Workforce Improvement Act (DAWIA) and Engineering & Scientist Development Program (ESDP) requirements. Administration of NATEU is secondary to the purpose of this contract.

AIR 5.0's current approach to the training and development of the NAVAIR T&E workforce is competency/command specific and provided primarily through informal briefings, ad hoc procured training venues, mentoring, and on-the-job training (OJT). A common thread resides in the Defense Acquisition University (DAU) certification process, however, these classes and their resulting certification only provide a small fraction of the training required for successful T&E career progression. Providing the full-spectrum of required training for the naval aviation T&E workforce is a complex but critically important task. The workforce is geographically spread across the nation and is comprised of a large variety of specialists including test managers, engineers, technicians, and craftsmen across many domains such as ground test, flight test, instrumentation, ranges, targets, and modeling & simulation, to name a few.

The NATEU will create comprehensive and standardized training, career development, and professional guidance to all members of the NAVAIR T&E workforce, as well as related NAVAIR competencies and our partners in Commander Operational Test & Evaluation Force (COMOPTEVFOR) and industry. NATEU will be the clearing house for all NAVAIR T&E workforce training plans and resources. This will be a nationally identified training institution that encompasses both Naval Air Warfare Center-Weapons Division (NAWC-WD) and Naval Air Warfare Center-Aircraft Division (NAWC-AD). It will be a multi-disciplinary naval T&E training venue that includes training in test engineering, land and sea ranges, threat and target systems, aircraft/weapons instrumentation, modeling & simulation, and experimentation across the functional areas of Developmental Testing (DT), Operational Testing (OT), and T&E Management. Test engineering training will encompass not only core training in test planning, execution, and reporting, but also training in specialized technical test disciplines to include: aeromechanics, air vehicle/stores compatibility, air launched ballistics and weapon employment, ship suitability, air traffic control and training systems, propulsion systems, mechanical systems, air and strike weapons, cruise missiles, weaponeering, mission planning, mission systems, air vehicle/avionics integration, Identification Friend or Foe (IFF) systems, communication systems, electronic warfare, electro-optics and infra red systems, acoustics systems, and radars. Test ranges, targets, modeling and simulation, instrumentation, and experimentation training will encompass not only knowledge of general principles, but the skills needed to support tests in all specific test engineering disciplines.

2.0 SCOPE AND DISCIPLINES

This PBWS represents the incremental approach for the development, implementation, administration, and day-to-day management of the NATEU. Development of the university construct and initial training courses has been underway since September 2008. The university has been formally operating and providing training since November 2009.

This PBWS supports AIR 5.0 in the on-going operation of NATEU by supporting training in test planning, test execution, test reporting, specific technical discipline test and evaluation, land and sea range systems, threat and target systems, air vehicle and weapons instrumentation, battlespace modeling and simulation, experimentation, developmental testing, operational testing, and test and evaluation management.

The contractor shall develop strategic and tactical level plans for the execution of the university. The

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contractor shall further support the development of NATEU training plans, business plan, training guides, course catalog, reference materials, and supporting documentation. The contractor shall also provide support on all required management and administrative tasks for the university.

The contractor shall support the development of naval T&E training materials, course syllabi, and lesson plans, as well as instruct in the following areas including but not limited to:

- 2.1 **Flight Test Engineering**
 - 2.1.1 **Flight Test Engineering Core**
 - 2.1.2 **Rotary Wing Maritime and Executive Transport**
 - 2.1.3 **Rotary Wing Expeditionary**
 - 2.1.4 **Identification**
 - 2.1.5 **Integrated Communication**
 - 2.1.6 **Communication and Antenna**
 - 2.1.7 **Airborne Early Warning C2 Transport**
 - 2.1.8 **Maritime Patrol**
 - 2.1.9 **Electronic Warfare**
 - 2.1.10 **Strike Aircraft**
 - 2.1.11 **Electro-Optical Infra-Red (EO-IR)**
 - 2.1.12 **Navigation**
 - 2.1.13 **Mission Systems Support & Analysis**
 - 2.1.14 **Radar Acoustics**
 - 2.1.15 **Mission Planning**
 - 2.1.16 **Unmanned Aircraft Systems**
 - 2.1.17 **Mission Systems**
 - 2.1.18 **Aeromechanics**
 - 2.1.19 **Air Vehicle Stores Compatibility**
 - 2.1.20 **Air Traffic Control and Landing Systems**
 - 2.1.21 **Rotary Wing Ship Suitability**
 - 2.1.22 **Fixed Wing Ship Suitability**
 - 2.1.23 **Propulsion and Mechanical Systems**
 - 2.1.24 **Battlespace Engagement**
 - 2.1.25 **Air & Strike Weapons**
 - 2.1.26 **Cruise Weapons Flight**
 - 2.1.27 **Systems Test and Experimentation Management**

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2.1.28 Air Vehicle Stores Technician Support

2.1.29 Mechanical Technician Support

2.1.30 Electrical / Electronic Technician Support

2.1.31 Flight Test Engineering Knowledge Resource Library

2.2 Range Support

2.2.1 Operations and Range Control

2.2.2 Instrumentation (TPSI, telemetry, communications, geophysics)

2.2.3 Data Processing and Display

2.2.4 Safety, Security, and Environmental Support

2.2.5 Electronic Combat Environment

2.2.6 Signal Monitoring and Calibration

2.2.7 Video and Film Photogrammetrics

2.2.8 Electronic Warfare Test Measurements and Signal Simulations

2.3 Threat and Target Systems Support

2.3.1 Target Systems Engineering

2.3.2 Target Marine Operations (Atlantic/Pacific)

2.3.3 Threat/Target Systems Management

2.3.4 Airborne Threat Simulators

2.3.5 Combat Environment Threat Simulation

2.4 Integrated Battlespace Simulation and Test (IBST)

2.4.1 Electromagnetic Environmental Effects

2.4.2 Modeling and Simulation Verification, Validation & Accreditation

2.4.3 Computer Networking / Security

2.4.4 National Voluntary Lab Accreditation Program (NVLAP)

2.4.5 Low Observable Technology

3.0 DOCUMENTS

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 PBWS. The following documents are applicable to this PBWS and all efforts performed in fulfillment of

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the PBWS.

- 3.1 Strategic Technical and Professional Development Guidebook for AIR 5.1 Flight Test Engineering**
- 3.2 NATEU Course Template**
- 3.3 NAVAIRINST 3960.2D, ACQUISITION TEST AND EVALUATION (DRAFT)**
- 3.4 NAVAIRINST 3960.4C, PROJECT TEST PLAN POLICY FOR TESTING AIR VEHICLE AIR VEHICLE WEAPONS, AND AIR VEHICLE INSTALLED SYSTEMS AND ASSOCIATED HANDBOOKS**
- 3.5 NAVAIRINST 3905.1, TEST REPORTING POLICY FOR AIR VEHICLES, AIR VEHICLE WEAPONS AND AIR VEHICLE INSTALLED SYSTEMS TESTS AND ASSOCIATED GUIDEBOOK**
- 3.6 NAVAIRWARCENACDIVINST 3710.1, RANGE SAFETY MANUAL**
- 3.7 NAWCWPNINST 5100.2A, SEA RANGE SAFETY MANUAL**
- 3.8 NAVAIRINST 4355.19, SYSTEMS ENGINEERING TECHNICAL REVIEW PROCESS**

4.0 SPECIFIC REQUIREMENTS

- 4.1 Program Management Responsibilities: (CDRL A003 & A004)**
 - 4.1.1 The contractor shall provide executive management services for the NATEU nationally.**
 - 4.1.2 The contractor shall provide expertise and input to the incremental implementation of the NATEU.**
 - 4.1.3 The contractor shall provide expertise and input to the development of the NATEU training plan.**
 - 4.1.4 The contractor shall provide expertise and input in the execution of the NATEU in accordance with the approved NATEU training plan.**
 - 4.1.5 The contractor shall make recommendations in the development and prioritization of naval T&E directives, budgets, implementation requirements, and program schedules.**
 - 4.1.6 The contractor shall have specific T&E experience in Department of the Navy Acquisition directives and instructions and provide this experience when supporting the development of all T&E training courses.**
 - 4.1.7 The contractor shall provide programmatic expertise and input to the NATEU Program Manager and Business Manager.**
 - 4.1.8 The contractor shall provide expertise and input at symposiums and conferences.**
 - 4.1.9 The contractor shall report work status, funds status, upcoming activities, and trip report information according to CDRL A003.**
 - 4.1.10 The contractor shall have an understanding of AIR 5.0 organization, roles, and responsibilities in support of development programs.**
- 4.2 Training Specialist Responsibilities: (CDRLs A001, A002, & A004)**
 - 4.2.1 The contractor shall provide expertise and input to AIR 5.0 for the continued**

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implementation, coordination, and daily operation of NATEU.

4.2.3 The contractor shall provide expertise and input to the development of an accreditation strategy.

4.2.4 The contractor shall identify and secure training venues as required and approved by the COR. Onsite training venues preferred.

4.2.5 The contractor shall be knowledgeable enough about Department of the Navy T&E to support the development of training courseware in all technical areas and disciplines identified in Section 2.

4.2.6 The contractor shall facilitate training courses as required.

4.2.7 The contractor shall develop, define, and ensure qualification requirements for instructors that include government approval of instructor qualifications and knowledge.

4.2.8 The contractor shall provide expertise and input in defining certification and accreditation requirements and shall assist in ensuring that training courses meets these requirements.

4.2.9 The contractor shall develop and implement a plan that will monitor training courses for quality assurance.

4.2.10 The contractor shall utilize “off the shelf” training resources to the maximum extent possible without losing the quality of information required to ensure safety has not been compromised.

4.3 Technical Requirements, Training Gap Analysis, and Course Development and Instruction: (CDRLs A001, A002, & A004)

4.3.1 The contractor shall assist in the evolution of the Knowledge, Abilities, and Skills (KASs) to satisfactorily describe skills required across the functional areas of DT, OT, and T&E Management and the specific discipline identified in Section 2.

4.3.2 The contractor shall identify KAS training gaps and recommend potential training sources to fill the voids in training through analysis of the KASs.

4.3.3 The contractor shall have the Department of the Navy T&E knowledge and expertise to be able to provide courseware content in the training gap areas.

4.3.4 The contractor shall be experienced in Naval Flight Test Engineering and provide that experience in the development of the courses, which includes cross experience/knowledge of the NAVAIR Airworthiness process and test operations at both NAWC-WD and NAWC-AD.

4.3.5 The contractor shall have experience in a majority of the disciplines identified in Section 2 and provide that experience in the development and instruction of the specialized discipline course.

4.3.6 The contractor shall deliver and instruct training courses in the identified disciplines as identified in the attached course schedule.

4.3.7 The contractor shall have the knowledge and experience to write syllabi, lessons plans, and course curriculum in support of course development in the identified disciplines.

4.3.8 The contractor shall have a specific understanding of naval T&E resources and shall be able to communicate these capabilities into course curriculum.

4.3.9 The contractor shall align the level of training detail to the level of experience and required knowledge for the intended students.

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4.3.10 The contractor shall incorporate lessons learned from current and previous experience in naval T&E into training curriculum.

4.3.11 The contractor shall have the experience to provide quality instruction of newly developed courseware.

4.3.12 The contractor shall have the experience in NAVAIR Test Planning and Test Reporting to provide quality instruction in these areas.

4.3.13 The contractor shall develop a training plan taking into account the KASs in each discipline as an overarching guidance for training the T&E workforce.

4.3.14 The contractor shall participate in the Training Control Board (TCB) on all new course development and make changes as requested by the Board.

4.3.15 The contractor shall provide test pilot experience to participate with the development of Test Pilot School short courses.

4.4 Documentation Requirements: (CDRLs A001, A002, & A004)

4.4.1 The contractor shall refine and update the NATEU course catalog as required.

4.4.2 The contractor shall develop working group minutes, briefings, papers, and other documentation as required.

4.4.3 The contractor shall utilize the configuration control system and shall ensure configuration control of all documentation.

4.4.4 The contractor shall ensure the development, update, and modification of training courses using the approved configuration management process.

4.4.5 The contractor shall provide information and graphics design for course catalog, course materials and other university products as needed.

4.4.6 The contractor shall use the standardized graphics layout for training materials.

4.4.7 The contractor shall follow the established configuration management of course materials

4.5 Administrative Support: (CDRLs A001 & A004)

4.5.1 The contractor shall provide administrative personnel for NATEU efforts to include data entry, spreadsheet generation, documentation modification, financial tracking, and other duties as required.

4.5.2 The contractor shall provide administrative support for class registration, student notification and reminders, and class schedule de-confliction.

4.5.3 The contractor shall provide support for production including course materials, course catalogs, tri-folds, and any other NATEU documentation.

4.5.4 The contractor shall provide support ensuring documentation is provided in a timely manner at the training facilities prior to class start.

4.6 Web Portal Content Management: (CDRL A004)

4.6.1 The contractor shall support the maintenance of the government-owned NATEU Web Portal. The Web Portal is a web-based technology used to plan, implement, and access NATEU training and is hosted on the NAVAIR Server. The Web Portal has the capability for student self-registration and training class tracking.

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4.6.2 The contractor shall provide training on the operation of the web portal.

4.6.3 The contractor shall provide Trouble Desk support as needed.

4.6.4 The contractor shall provide required reports which include but not limited to student enrollment and metrics.

5.0 OTHER REQUIREMENTS

5.1 Monthly Status Reporting (CDRL A003)

5.1.1 Contractor shall provide a monthly funding and status report. The report shall include funding received and expensed in labor and Other Direct Costs on all line items.

5.1.2 Contractor shall provide Travel/Trip reports applicable to that month with the monthly status report. The report shall reflect what the trip was, who attended, and dates of the trip.

5.1.4 Contractor shall include a Contractor Acquired Material Report with the monthly status report detailing materials ordered and materials received and billed during that period. The report must reflect the item(s) or service(s) procured, date of procurement, date received, description, cost (unit and total), source, location (if material), and purpose.

5.2 Travel (CDRL A003)

5.2.1 Off-site travel may be required to support program/project and Integrated Systems Evaluation, Experimentation & Test (ISEET) requirements. Travel will be approved by the COR in advance. The Government will not provide any vehicles for transportation in performance of this tasking under this contract. The contractor shall provide a conference/trip report.

5.2.2 Costs associated with travel and lodging shall be reimbursed in accordance with the Joint Travel Regulation (JTR).

5.2.3 Travel may include, but is not limited to, various Contractor facilities, Navy facilities, DoD facilities/installations, other government agency offices (e.g., Federal Aviation Administration, test ranges, operational activities, project/program offices), conferences, and seminars.

5.3 Material (CDRL A003)

5.3.1 The contractor shall provide material, equipment, and other items as required for students which are necessary and integral to the superior training atmosphere needed for effective learning. All material requirements will be authorized and approved by the COR.

5.3.2 The contractor shall report monthly on materials purchased, materials expected to be purchased, and the status of the materials in the monthly status report.

5.3.4 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) Chief Information Officer (CIO) signed IT approval.

5.4 Place of Performance

5.4.1 Main location of NATEU work will be conducted at the Patuxent River, MD Naval Air Station; however, classes will be taught at other various sites, which include, but are not limited to NAWC-WD, China Lake; NAWC-WD, Point Mugu; Palm Beach, FL; TSD Orlando; and Huntsville, AL. For some positions, the Government shall provide office spaces and work spaces including utilities, local telephone service, facility maintenance, and janitorial services. All government-furnished facilities are subject to unannounced inspections by government fire, safety, security, and environmental officials.

5.5 Security

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5.5.1 Common Access Card. All contractor employees, to include subcontractors, who require access onto the installation, have need of computer access, or are authorized to travel under terms of the contract, shall comply with the requirements to obtain and maintain a Common Access Card (CAC). Application for the CAC is obtained by contacting the Government Trusted Agent (TA) for completion of this requirement. In order to acquire the CAC the contractor employees shall present an identification card containing their name and a recent photograph. Proper identification with their social security number is also required. The application will be submitted in the Contractor Verification System (CVS) by the TA and processed for issuance. Contractor CAC and NMCi network access require an NACI (National Agency Check with Written Inquiries) investigation using the SF85P form. All contractor employees will wear CACs in a visible location above the waist when performing services at NAS PAX River under this contract. Lost or stolen CACs shall be reported immediately to NAS PAX River Security, the COR, and the TA. The contractor shall ensure that CACs are collected and returned within 48 hours following the completion of the contract, when an employee, including subcontractors, loses eligibility, fails security and background checks, or leaves employment under this contract, or upon the request of the COR.

5.6 RESERVED

5.7 Personnel and Qualifications

5.7.1 Personnel shall be versatile and readily adaptive to changing technology and processes. To keep pace with a continuously changing technical environment, they must be willing to be trained and to train others.

5.7.2 Contractor employees, to include subcontractors, shall observe and support all policies, rules, and regulations issued by the local installation commander pertaining to safety, fire prevention, sanitation, severe weather, use of tobacco, admission to the installation, and conduct of operations. The Government may require the contractor to remove any employees from the work site based on misconduct, security violations, use of incapacitating agents, or any other reason determined to be in the Government's best interest. The installation commander has the authority under 18 U.S.C. 1382 (1972) to bar individuals from the installation. Removal of personnel does not relieve the contractor from providing sufficient personnel to perform the services required by the PBWS.

5.7.3 Employees are expected to dress professionally and appropriately for the scope of their work and their work location in order to maintain NAVAIR's public image, promote a productive work environment, and comply with health and safety standards. This guidance on workplace attire excludes occasional dress-down days, morale & welfare special events, and casual Fridays.

5.7.4 Contractor must demonstrate sound technical, fiscal and administrative ability, judgment and leadership, foresight in making decisions, and ability to comprehend the variety and scope of assigned program office. Expert knowledge is required in a wide range of technical and business systems, processes, and practices used to manage naval T&E resources. Contractor must have the knowledge of the principles governing the naval T&E processes as identified in Section 2 of this PBWS.

5.7.5 Contractor shall have in depth knowledge of naval T&E techniques, concepts, principles, and practices related to state-of-the-art developments in all aspects of air platforms, including flying qualities, mechanical systems, carrier suitability, weapons and mission systems integration; including knowledge of professional engineering concepts, principles, design criteria, standard practices, and techniques.

5.7.6 The contractor shall ensure that all work is performed professionally and with a high degree of quality. The contractor performing these tasks, in any liaison role, must identify themselves as contractor support personnel in meetings and communications. Contractors must also limit participation in discussions or meetings to comment, consultation, and advice on technical matters, being careful to avoid the appearance of formulating policy. The

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contractor must use the established and documented policies and requirements as identified in the disciplines of Section 2.

6.0 CONTRACT DATA REQUIREMENTS LIST (CDRLs)

6.1 Contracted delivery items below will be provided to AIR 5.1. Format and content will be in accordance with best business practices. The Government desires at least Government purpose rights on the CDRLs listed below.

Item	CDRL
Presentation Material	A001
Training Materials	A002
Status Report	A003
Technical Report – Study/Services	A004
Incurred Cost and Progress Reporting	A005

6.2 All data items shall be sent to:

Code: AIR 5.1

Name: Lisa J. Rice

Mailing Address: Naval Air Systems Command

Attn: Lisa J. Rice
22541 Millstone Road, B304 S200
Patuxent River, MD 20670

Phone Number: 301-342-6764

Fax Number: 301-342-7684

Email Address: lisa.rice@navy.mil

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (AUG 2011)

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

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

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual

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

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

7.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

7.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION D PACKAGING AND MARKING

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

Clauses specified in Section D of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order.

Items 4000 and 4001, and Option Items 4100, 4101, 7000, and 7001 - Packaging and marking are not applicable to these items.

Item 4002, and Option Items 4102, and 7002 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List. Unless otherwise directed, all deliverables shall be delivered to the Contracting Officer's Representative (COR) for purposes of Seaport-e MAC clause HQ D-2-0008, "Marking of Reports".

Item 6000, 6001, and Option Items 6100, 6101, 9000, and 9001 - Packaging and marking shall be in accordance with best commercial practice.

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SECTION E INSPECTION AND ACCEPTANCE

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

Items 4000, 4001, 6000, 6001 Option Items 4100, 4101, 6100, 6101, 7000, 7001, 9000, and 9001: Inspection and acceptance of the services and supplies called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Officer's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C, PBWS, and Section J, Attachment 7 - Quality Assurance Surveillance Plan (QASP). Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A (A001-A004) under the associated items 4002, Options 4102 and 7002 must be completed prior to final acceptance of the services identified herein.

Acceptance of the Contractor's completed performance for each line item shall be acknowledged via DD Form 250, in accordance with Wide Area Workflow (WAWF) instructions.

Item 4002, Options 4102 and 7002: Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD form 1423. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment 7, Quality Assurance Surveillance Plan (QASP).

CLIN	INSPECTION AT	INSPECTION BY	ACCEPTANCE AT	ACCEPTANCE BY
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
4102	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	12/17/2012 - 12/16/2013
4001	12/17/2012 - 12/16/2013
4002	12/17/2012 - 12/16/2013
4100	12/17/2013 - 12/16/2014
4102	12/17/2013 - 12/16/2014
6000	12/17/2012 - 12/16/2013
6001	12/17/2012 - 12/16/2013
6100	12/17/2013 - 12/16/2014
6101	12/17/2013 - 12/16/2014
7000	12/17/2014 - 12/16/2015
7002	12/17/2014 - 12/16/2015
9000	12/17/2014 - 12/16/2015
9001	12/17/2014 - 12/16/2015

All clauses of Section F of the SeaPort-e basic contract apply to this task order unless otherwise specified in the task order, in addition the following:

CLIN - DELIVERIES OR PERFORMANCE

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

4000	12/17/2012 - 12/16/2013
4001	12/17/2012 - 12/16/2013
4002	12/17/2012 - 12/16/2013
4100	12/17/2013 - 12/16/2014
4102	12/17/2013 - 12/16/2014
6000	12/17/2012 - 12/16/2013
6001	12/17/2012 - 12/16/2013
6100	12/17/2013 - 12/16/2014
6101	12/17/2013 - 12/16/2014
7000	12/17/2014 - 12/16/2015
7002	12/17/2014 - 12/16/2015
9000	12/17/2014 - 12/16/2015
9001	12/17/2014 - 12/16/2015

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

4101	12/17/2013 - 12/16/2014
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7001

12/17/2014 - 12/16/2015

Items 4000 and 4001, and Option Items 4100, 4101, 7000, and 7001 - The contractor shall provide supplies and services in accordance with the Section F Delivery/Performance Schedule.

Main location of NATEU work will be conducted at the Patuxent River, MD Naval Air Station, however, classes will be taught at other various sites which include, but are not limited to, NAWC-WD, China Lake; NAWC-WD, Point Mugu; Palm Beach, FL; NAWC TSD Orlando; and Huntsville, AL. However, this requirement is anticipated to be performed 70% off-site at the Contractor's facilities.

Item 6000, 6001, and Option Items 6100, 6101, 9000, and 9001- The contractor shall provide ODCs in accordance with the Section F Delivery/Performance Schedule.

Item 4002 and Option Items 4102 and 7002 - The data furnished hereunder shall be in accordance with Exhibit A and the Section F Delivery/Performance Schedule.

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, Code Delivery to PCO not required. Deliver technical data to codes listed in Block 6.

(2) ACO, Code Delivery to ACO not required. Deliver technical data to codes listed in Block 6.

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

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

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

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

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

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

Lisa J. Rice
Naval Air Warfare Center Aircraft Division
AIR 5.1D
22541 Millstone Road, Building 304
Patuxent River, MD 20670-1547

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SECTION G CONTRACT ADMINISTRATION DATA

All clauses specified in Section G of the SeaPort-e basic contract are applicable to this task order, unless otherwise specified in the task order.

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 [REDACTED] 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.

*To be completed at Task Order award, as appropriate.

Note: For the purpose of this clause incorporated at the task order level, the term "contract" means "task order", and the term "Procuring Contracting Officer" is the "Task Order Contracting Officer".

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

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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:

Type of Document(s) (*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 T.O. Cover</u>
Pay Office DODAAC	<u>Block 12 of T.O. Cover</u>
Inspector DODAAC	<u>N00421</u>
Service Acceptor DODAAC	<u>N00421</u>
Service Approver DODAAC	<u>N00421</u>
Ship To DODAAC	<u>N00421</u>
DCAA Auditor DODAAC	<u>TBD at Task Order Award</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.,

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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 basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials 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 ODCs, 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 email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
Contracting Officer's Representative (COR) identified in NAVAIR Clause
5252.201-9501.

(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 (to be determined at time of award).

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order

- 400001 AA
- 400002 AA
- 400003 AB
- 400004 AB
- 400005 AC
- 400006 AD
- 400008 AH
- 400101 AA
- 400102 AG

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600001 AA
600002 AB
600004 AG
600101 AA
600103 AF

410001 AJ
410002 AK
410003 AL
410004 AM
410005 AN
410006 AP
410007 AQ
410008 AQ
410009 AR
410010 AS
410011 AT
410012 AU
410013 AV
410014 AV
410015 AW
410016 AX
410017 AY
410018 AY
410019 AY
410020 AZ
410021 BA
410022 BB
410023 BC
410024 BC
410025 BD
410026 BE
610001 AJ
610002 AL
610003 AA
610004 AV
610005 AW
610006 AY
610007 BB
610008 BC
610009 BE
610010 BE
610011 BE
610101 AJ
610102 AP
610103 AY

700001 BE
700002 BH
700003 BG
700004 BG
700005 BG

700006 BH

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900101 BG

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

DELETED

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(SEP
2012) - ALT I (SEP 2012)(NAVAIR)**

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (COR):

COR 1: [[Lisa Rice, lisa.rice@navy.mil, 301-342-6764](mailto:lisa.rice@navy.mil)] to perform the following functions, duties, and/or responsibilities:[[See Attachment 20 COR Designation Letter](#)]

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representatives (ACOR):

ACOR 1: [[Julia Richard, julia.richard@navy.mil, 301-757-4888](mailto:julia.richard@navy.mil)] to perform the functions, duties, and/or responsibilities outlined below in the absence of [[Lisa Rice, lisa.rice@navy.mil, 301-342-6764](mailto:lisa.rice@navy.mil)].

ACOR 1 Functions, Duties, and/or Responsibilities:[[See Attachment 18 ACOR Designation Letter](#)]

(c) The effective period of the COR designation is:

Lisa Rice (COR)	17 Dec 2012 to 12 Sep 2013
Julia Richard (COR)	13 Sep 2013 to 16 Dec 2015
Lisa Rice (ACOR)	13 Sep 2013 to 16 Dec 2015

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

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

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

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

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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 A005. 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 A005. 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 [insert appropriate contract attachment number] shall be utilized as required herein and attached to the report.

(a) **Incurred Costs:**

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment 21.

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

(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 21. 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.

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

(a) Contract Administration Office.

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

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

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

Accounting Data

SLINID PR Number

Amount

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400101 1300322445 200000.00
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001534769
CIN 130032244500001
COST CODE: A00001534769

BASE Funding 200000.00
Cumulative Funding 200000.00

MOD 01 Funding 0.00
Cumulative Funding 200000.00

MOD 02

400001 1300322445-0001 107500.00
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001534769
CIN 130032244500001
COST CODE A00001534769

400002 1300322445-0001 121668.00
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001534769
CIN 130032244500003
COST CODE A00001534769

400101 1300322445 (110000.00)
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001534769
CIN 130032244500001
COST CODE: A00001534769

600001 1300322445-0001 2500.00
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001534769
CIN 130032244500001
COST CODE A00001534769

MOD 02 Funding 121668.00
Cumulative Funding 321668.00

MOD 03

400003 1300338570 349821.00
LLA :
AB 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001644758
CIN: 130033857000001
COST CODE: A00001644758

600002 1300338570 10179.00
LLA :
AB 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001644758
CIN: 130033857000001
COST CODE: A00001644758

MOD 03 Funding 360000.00
Cumulative Funding 681668.00

MOD 04

400004 1300338570-0001 212382.00
LLA :
AB 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001644758
CIN: 130033857000002
COST CODE: A00001644758

400005 1300347337 173373.80
LLA :

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AC 1731804 4A4N 251 00019 050120 2D 000000 A00001706870
CIN: 130034733700001
COST CODE: A00001706870

MOD 04 Funding 385755.80
Cumulative Funding 1067423.80

MOD 05 Funding 0.00
Cumulative Funding 1067423.80

MOD 06

400005 1300347337 (40000.00)

LLA :
AC 1731804 4A4N 251 00019 050120 2D 000000 A00001706870
CIN: 130034733700001
COST CODE: A00001706870

400006 1300367048 529993.00

LLA :
AD 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001834140
CIN 130036704800001
COST CODE A00001834140

600003 1300367048 15800.00

LLA :
AE 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001834140
CIN 130036704800001
COST CODE A00001834141

600101 1300322445-0002 702.00

LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001534769
CIN 130032244500004
COST CODE A00001534769

600102 1300367048 4000.00

LLA :
AE 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001834140
CIN 130036704800001
COST CODE A00001834140

MOD 06 Funding 510495.00
Cumulative Funding 1577918.80

MOD 07

400007 1300388162 41100.00

LLA :
AG 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002008769
CIN A00002008769
COST CODE 130038816200003

400008 1300387967 205667.00

LLA :
AH 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002006863
CIN 130038796700001
COST CODE A00002006863

600004 1300388162 5000.00

LLA :
AG 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002008769
COST CODE A00002008769
CIN 130038816200002

MOD 07 Funding 251767.00
Cumulative Funding 1829685.80

MOD 08

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400007 1300388162 (41100.00)
 LLA :
 AG 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002008769
 CIN A00002008769
 COST CODE 130038816200003

400102 1300388162 41100.00
 LLA :
 AG 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002008769
 COST CODE: A00002008769
 CIN: 130038816200003

410001 1300390891 331500.00
 LLA :
 AJ 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002029199
 COST CODE: A00002029199
 CIN: 130039089100003

610001 1300390891 2000.00
 LLA :
 AJ 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002029199
 COST CODE: A00002029199
 CIN: 130039089100002

610101 1300390891 6306.43
 LLA :
 AJ 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002029199
 COST CODE: A00002029199
 CIN: 130039089100001

MOD 08 Funding 339806.43
 Cumulative Funding 2169492.23

MOD 09

410002 1300394071 50000.00
 LLA :
 AK 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002053156
 COST CODE: A00002053156
 CIN: 130039407100001

MOD 09 Funding 50000.00
 Cumulative Funding 2219492.23

MOD 10

410003 1300394060 269384.54
 LLA :
 AL 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002055112
 COST CODE: A00002055112
 CIN: 130039406000001

410004 1300394060 226600.00
 LLA :
 AM 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002055112
 COST CODE: A10002055112
 CIN: 130039406000003

410005 1300394060 98750.00
 LLA :
 AN 1741804 4RZ3 251 00019 0 050120 2D 000000 A20002055112
 COST CODE A20002055112
 CIN: 130039406000004

610002 1300394060 16500.00
 LLA :
 AL 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002055112
 COST CODE: A00002055112
 CIN: 130039406000002

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MOD 10 Funding 611234.54
Cumulative Funding 2830726.77

MOD 11

410006 1300393533 181092.46
LLA :
AP 1741804 4A4N 251 00019 050120 2D 000000 A00002050533
COST CODE: A00002050533
CIN: 130039353300001

610102 1300393533 3011.46
LLA :
AP 1741804 4A4N 251 00019 050120 2D 000000 A00002050533
COST CODE: A00002050533
CIN: 130039353300001

MOD 11 Funding 184103.92
Cumulative Funding 3014830.69

MOD 12

410007 1300396150 20013.84
LLA :
AQ 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002068480
COST CODE: A00002068480
CIN: 130039615000001

410008 1300396150 168888.16
LLA :
AQ 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002068480
COST CODE: A00002068480
CIN: 130039615000001

410009 1300396150 16659.00
LLA :
AR 1741804 4RZ3 251 00019 0 050120 2D 000000 A20002068480
COST CODE: A20002068480
CIN: 1300396150000002

MOD 12 Funding 205561.00
Cumulative Funding 3220391.69

MOD 13

400004 1300338570-0002 (34633.70)
LLA :
AB 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001644758
CIN: 130033857000002
COST CODE: A00001644758

400006 1300367048-0001 (177651.98)
LLA :
AD 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001834140
CIN 130036704800001
COST CODE A00001834140

400008 1300387967-0001 (50296.93)
LLA :
AH 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002006863
CIN 130038796700001
COST CODE A00002006863

410010 1300408339 86652.00
LLA :
AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002167189
COST CODE: A00002167189
CIN: 130040833900001

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410011 1300407599 287275.00
 LLA :
 AT 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002159153
 COST CODE: A00002159153
 CIN: 130040759900001

410012 1300407599 48350.23
 LLA :
 AU 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002159153
 COST CODE: A10002159153
 CIN: 130040759900002

410013 1300407599 16108.16
 LLA :
 AV 1741804 4RZ3 251 00019 0 050120 2D 000000 A20002159153
 COST CODE: A20002159153
 CIN: 130040759900004

410014 1300407599 115641.80
 LLA :
 AV 1741804 4RZ3 251 00019 0 050120 2D 000000 A20002159153
 COST CODE: A20002159153
 CIN: 130040759900005

410015 1300407599 25000.00
 LLA :
 AW 1741804 4RZ3 251 00019 0 050120 2D 000000 A30002159153
 COST CODE: A30002159153
 CIN: 130040759900007

600001 1300322445-0005 (232.71)
 LLA :
 AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001534769
 CIN 130032244500001
 COST CODE A00001534769

600003 1300367048-0001 (15800.00)
 LLA :
 AE 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001834140
 CIN 130036704800001
 COST CODE A00001834140

600102 1300367048-0001 (4000.00)
 LLA :
 AE 1731804 4RZ3 251 00019 0 050120 2D 000000 A00001834140
 CIN 130036704800001
 COST CODE A00001834140

610003 1300322445-0005 232.71
 LLA :
 AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00001534769
 COST CODE: A00001534769
 CIN: 130032244500007

610004 1300407599 1800.00
 LLA :
 AV 1741804 4RZ3 251 00019 0 050120 2D 000000 A20002159153
 COST CODE: A20002159153
 CIN: 130040759900003

610005 1300407599 5000.00
 LLA :
 AW 1741804 4RZ3 251 00019 0 050120 2D 000000 A30002159153
 COST CODE: A30002159153
 CIN: 130040759900006

MOD 13 Funding 303444.58
 Cumulative Funding 3523836.27

MOD 14 Funding 0.00

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Cumulative Funding 3523836.27

MOD 15

410016 1300419791 21652.00
 LLA :
 AX 97X4930 NH2A 251 77777 0 050120 2F 000000 A00002249760
 COST CODE: A00002249760
 CIN: 130041979100001

MOD 15 Funding 21652.00
 Cumulative Funding 3545488.27

MOD 16

410017 1300419028 252529.17
 LLA :
 AY 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002245508
 COST CODE: A00002245508
 CIN: 130041902800001

410018 1300419028 10053.44
 LLA :
 AY 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002245508
 COST CODE: A00002245508
 CIN: 130041902800002

410019 1300419028 31498.68
 LLA :
 AY 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002245508
 COST CODE: A00002245508
 CIN: 130041902800003

410020 1300419028 15000.00
 LLA :
 AZ 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002245508
 COST CODE: A10002245508
 CIN: 130041902800007

410021 1300419028 148848.00
 LLA :
 BA 1741804 4RZ3 251 00019 0 050120 2D 000000 A20002245508
 COST CODE: A20002245508
 CIN: 130041902800008

610006 1300419028 20800.00
 LLA :
 AY 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002245508
 COST CODE: A00002245508
 CIN: 130041902800004

610103 1300419028 4000.00
 LLA :
 AY 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002245508
 COST CODE: A00002245508
 CIN: 130041902800006

MOD 16 Funding 482729.29
 Cumulative Funding 4028217.56

MOD 17

410022 1300442109 161623.42
 LLA :
 BB 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002410248
 COST CODE: A00002410248
 CIN: 130044210900001

410023 1300442109 382781.40
 LLA :

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BC 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002410248
COST CODE: A10002410248
CIN: 130044210900003

410024 1300442109 233155.00
LLA :
BC 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002410248
COST CODE: A10002410248
CIN: 130044210900005

610007 1300442109 19937.58
LLA :
BB 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002410248
COST CODE: A00002410248
CIN: 130044210900002

610008 1300442109 9742.00
LLA :
BC 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002410248
COST CODE: A10002410248
CIN: 130044210900004

MOD 17 Funding 807239.40
Cumulative Funding 4835456.96

MOD 18

410025 1300452943 57047.34
LLA :
BD 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002490434
COST CODE: A00002490434
CIN: 130045294300001

MOD 18 Funding 57047.34
Cumulative Funding 4892504.30

MOD 19

410026 1300463764 5500.00
LLA :
BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
COST CODE: A00002607400
COST CODE: 130046376400001

610009 1300463764 6100.00
LLA :
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COST CODE: A00002607400
CIN: 130046376400002

610010 1300463764 15030.00
LLA :
BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
COST CODE: A00002607400
CIN: 130046376400003

610011 1300463764 8000.00
LLA :
BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
COST CODE: A00002607400
CIN: 130046376400004

700001 1300463764 150000.00
LLA :
BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
COST CODE: A00002607400
CIN: 130046376400005

MOD 19 Funding 184630.00

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Cumulative Funding 5077134.30

MOD 20

700002 1300469205 48000.00
 LLA :
 BH 97X4930 NH2A 257 77777 0 050120 2F 000000 A00002650689
 COST CODE: A00002650689
 CIN: 130046920500001

700003 1300467171 90622.03
 LLA :
 BG 1751804 4RZ3 251 00019 0 050120 2D 000000 A00002634541
 COST CODE: A00002634541
 CIN: 130046717100001

700004 1300467171 60761.48
 LLA :
 BG 1751804 4RZ3 251 00019 0 050120 2D 000000 A00002634541
 COST CODE: A00002634541
 CIN: 130046717100003

700005 1300467171 68443.99
 LLA :
 BG 1751804 4RZ3 251 00019 0 050120 2D 000000 A00002634541
 COST CODE: A00002634541
 CIN: 130046717100004

900101 1300467171 6500.00
 LLA :
 BG 1751804 4RZ3 251 00019 0 050120 2D 000000 A00002634541
 COST CODE: A00002634541
 CIN: 130046717100002

MOD 20 Funding 274327.50
 Cumulative Funding 5351461.80

MOD 21

700006 1300469205-0001 48000.00
 LLA :
 BH 97X4930 NH2A 257 77777 0 050120 2F 000000 A00002650689
 COST CODE: A00002650689
 CIN: 130046920500002

MOD 21 Funding 48000.00
 Cumulative Funding 5399461.80

MOD 22 Funding 0.00
 Cumulative Funding 5399461.80

MOD 23

410023 1300442109-0001 (246765.83)
 LLA :
 BC 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002410248
 COST CODE: A10002410248
 CIN: 130044210900003

410024 1300442109-0001 (233155.00)
 LLA :
 BC 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002410248
 COST CODE: A10002410248
 CIN: 130044210900005

410025 1300452943-0001 (11321.65)
 LLA :
 BD 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002490434
 COST CODE: A00002490434
 CIN: 130045294300001

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610007 1300442109-0001 (19937.58)
 LLA :
 BB 1741804 4RZ3 251 00019 0 050120 2D 000000 A00002410248
 COST CODE: A00002410248
 CIN: 130044210900002

610008 1300442109-0001 (9742.00)
 LLA :
 BC 1741804 4RZ3 251 00019 0 050120 2D 000000 A10002410248
 COST CODE: A10002410248
 CIN: 130044210900004

610009 1300463764-0001 (6100.00)
 LLA :
 BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
 COST CODE: A00002607400
 CIN: 130046376400002

610010 1300463764-0001 (15030.00)
 LLA :
 BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
 COST CODE: A00002607400
 CIN: 130046376400003

610011 1300463764-0001 (6135.91)
 LLA :
 BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
 COST CODE: A00002607400
 CIN: 130046376400004

700007 1300488947 113000.00
 LLA :
 BJ 97X4930 NH2A 257 77777 0 050120 2F 000000 A00002803793
 COST CODE: A00002803793
 CIN: 130048894700001

900001 1300463764-0001 5335.32
 LLA :
 BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
 COST CODE: A00002607400
 CIN: 130046376400008

900002 1300463764-0001 6981.80
 LLA :
 BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
 COST CODE: A00002607400
 CIN: 130046376400010

900003 1300463764-0001 2268.84
 LLA :
 BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
 COST CODE: A00002607400
 CIN: 130046376400012

900004 1300463764-0001 5779.36
 LLA :
 BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
 COST CODE: A00002607400
 CIN: 130046376400011

900005 1300463764-0001 6135.91
 LLA :
 BE 97X4930 NH2A 253 77777 0 050120 2F 000000 A00002607400
 COST CODE: A00002607400
 CIN: 130046376400014

MOD 23 Funding -408686.74
 Cumulative Funding 4990775.06

MOD 24

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700008 1300442109-0001 119000.00

LLA :
BN 1751804 4RZ3 251 00019 0 050120 2D 000000 A20002410248
COST CODE: A20002410248
CIN: 130044210900010

700009 1300442109-0001 150000.00

LLA :
BP 1751804 4RZ3 251 00019 0 050120 2D 000000 A30002410248
COST CODE: A30002410248
CIN: 130044210900011

700010 1300442109-0001 16060.00

LLA :
BP 1751804 4RZ3 251 00019 0 050120 2D 000000 A30002410248
COST CODE: A30002410248
CIN: 130044210900012

700011 1300491181 7576.05

LLA :
BQ 1751804 4RZ3 251 00019 0 050120 2D 000000 A00002820350
COST CODE: A00002820350
CIN: 130049118100001

900006 1300442109-0001 5000.00

LLA :
BP 1751804 4RZ3 251 00019 0 050120 2D 000000 A30002410248
COST CODE: A30002410248
CIN: 130044210900013

MOD 24 Funding 297636.05
Cumulative Funding 5288411.11

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All clauses of Section H of the Seaport-e basic contract are applicable to this task order, unless otherwise specified in the task order.

Per direction of AIR 2.5, NAVAIR clause 5252.242-9502 is now required for all NAWCAD service contracts. Therefore, this clause has been included in Section H. AIR-5.0 does not currently plan to use TDLs and this clause is only being included per AIR 2.5 direction. If AIR-5.0 later decides to utilize TDLs, a TDL Administration Plan will be completed and approved and language will also be added to the Statement of Work at that time, in accordance with NAVAIR Contracts Competency Instruction 4200.60.

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purpose of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in the solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service-disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MAC and as further determined in accordance with Special Contract Requirement H-17, "Small Business Size Status".

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

(a) *Definitions.* As used in this clause--

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or

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(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

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(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

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(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

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 84,768 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (to be identified at the task order level) man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 543 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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

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

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 [\[Performance-Based Work Statement and Attachment 14\]](#). [\[The task order\]](#) 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:

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

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

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

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

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

(e) Contracting restrictions.

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

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

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

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(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)

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

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

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

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

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

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate

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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.

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

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 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.

NAVSEA 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

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

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
4000	██████████	██████████	17 DEC 2012 – 16 DEC 2013
4001	██████████	██████████	17 DEC 2012 – 16 DEC 2013
6000	██████████		17 DEC 2012 – 16 DEC 2013
6001	██████████		17 DEC 2012 – 16 DEC 2013
4100	██████████	██████████	17 DEC 2013 – 16 DEC 2014
6100	██████████		17 DEC 2013 – 16 DEC 2014
6101	██████████		17 DEC 2013 – 16 DEC 2014
7000	██████████	██████████	17 DEC 2014 – 16 DEC 2015
9000			17 DEC 2014 – 16 DEC 2015
9001	██████████		17 DEC 2014 – 16 DEC 2015

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

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

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

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

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to

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perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

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

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

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

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

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

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

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

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

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

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worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

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

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

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

(c) The contractor agrees that during the term 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

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individuals proposed for the designated labor category.

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

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

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

[5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (JAN 2012)] - DELETED

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 17 in Section J.

(e) See Attachment 17 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 17 in Section J.

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

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technical nature, within the context of the SOW of the contract.”

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

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

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

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

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

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

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

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

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

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

(a) The term “material” includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract

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performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

5252.242-9519 INCURRED COST REPORTING AND PROGRESS REPORTING(NAVAIR) (AUG 2012)

DELETED

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:

Daniel L. Chambers, AIR-2.5.1.12
Contracting Officer
Daniel.Chambers@navy.mil
21983 Bundy Rd., Bldg 441
Patuxent River, MD 20670

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

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charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

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

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

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

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

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

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

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

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

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost

(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
See Section J Attachment 22	BASE YEAR					
See Section J Attachment 22	OPTION I					
See Section J Attachment 23	OPTION II					

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(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

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

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

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

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

TM

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

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

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

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

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

POST AWARD CONFERENCE

A post award conference may be held as specified in the basic contract. The Government will notify the contractor of the time and location after award of the task order.

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated in the basic MAC contract also apply.

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation.

52.232-39 Unenforceability of Unauthorized Obligations. (June 2013)

252.227-7013 Rights in Technical Data--Noncommercial Items. (FEB 2012)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (FEB 2012)

252.227-7015 Technical Data--Commercial Items. (DEC 2011)

252.227-7016 Rights in Bid or Proposal Information. (JAN 2011)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (JAN 2011)

252.227-7019 Validation of Asserted Restrictions--Computer Software. (SEP 2011)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)

252.227-7030 Technical Data--Withholding of Payment. (MAR 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data. (SEP 2011)

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(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 account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.217-8 Option to Extend Services (Nov 1999)

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

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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- (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 three years (42 months if 52.217-8 is exercised).

52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)

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

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

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

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 all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

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

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

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

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

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52.244-2 SUBCONTRACTS (OCT 2010)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: (*negotiator fill-in*)

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

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(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

AMEWAS, Inc.
ARINC Engineering, LLC
Booz Allen & Hamilton, Inc.
DCS Corporation
Deloitte Consulting, LLC
Don Selvy Enterprise, Inc.
J. F. Taylor, Inc.
ManTech Systems Engineering Corporation
Sabre Systems, Inc.
Science Applications International Corporation
Technology Security Associates, Inc.
Visense, Inc.
Whitney, Bradley & Brown, Inc.
Wyle Laboratories, Inc.

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SECTION J LIST OF ATTACHMENTS

Attachment_P6_CLIN_Breakout_spreadsheet_V6_20_June_2011_without_CIC

Attachment_1_SAAR_N_Form

Attachment_2_DD254_Contract_Security_Classification_Specifications

Attachment_3_QASP

Attachment_6_NAVAIRINST_3905_1

Attachment_7_NAVAIRINST_3960_2D_Acq_TE_Ver_44B.doc

Attachment_8_NAVAIRINST_3960_4C.pdf

Attachment_9_Test_Planning_Handbook_Vers_1_0

Attachment_10_TEST_REPORTING_HANDBOOK_DEC10_(2)

Attachment_14_OCI_List

Attachment_4_Naval_Aviation_Test_Evaluation_University_NATEU_Schedule_FY13-15

Attachment_P1_Workforce_Qualifications_Spreadsheet

Attachment_P2_Workforce_Hour_Matrix

Attachment_P3_Corporate_Experience

Attachment_P4_Past_Performance_Matrix

Attachment_P5_Past_Performance_Questionnaire_Package_for_Services

Attachment_5_FTE_Guidebook_V1.4

Attachment_11_ITE-100_Master_2007_Course_Template(2)

Attachment_12_NATEU_Catalog_CAT008(2)

Attachment_15_NATEU_Overview

Attachment_17_DFC_Requiring_NMCI_Access

Exhibit_A_CDRLs_A001-A005

Attachment_18_ACOR_JRichard_Designation_Letter

Attachment_19_N0017808D5356M804_DD254_FINAL

Attachment_20_COR_LRice_Designation_Letter

Attachment_21_Incurred_Cost_and_Progress_Reporting_for_Services_Instructions

Attachment_22_NMCI_Estimated_Line_Items_Base_and_Option_I_IAW_5252.245-9500 and 5252.237-9503

Attachment_23_NMCI_Estimated_Line_Items_and_Option_II_IAW_5252.245_9500and5252.237_9503