

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
05

3. EFFECTIVE DATE
29-Nov-2015

4. REQUISITION/PURCHASE REQ. NO.
1300531500

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

6. ISSUED BY CODE
NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
gerald.bingham@navy.mil 301-342-0262

7. ADMINISTERED BY (If other than Item 6) CODE
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
22111 Three Notch Rd.
Lexington Park MD 20653-2050

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7635-M801

10B. DATED (SEE ITEM 13)

29-Nov-2014

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.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
FAR 52.217-9, Option to Extend the Term of the Contract

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

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

SEE PAGE 2

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

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

Lindsey A Boka, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Lindsey A Boka

(Signature of Contracting Officer)

27-Nov-2015

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

| | | | | |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 2 of 2 | FINAL |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

GENERAL INFORMATION

The purpose of this modification to exercise Option Period I (CLINs 7100, 7101, 7102, 9100 and 9101). Please note that CLIN 9102 is not exercised. Per Mod 4, CLIN 9102 is not longer needed because NMCI is now being provided by the Government for this contract. This modification also incrementally funds CLINs 7100, 7101, 9100 and 9101. This modification has two administrative changes: the COR is changed from James Smith to David Dejetley and special payment instruction clause HQ G-2-2006 is added to remedy Contract Deficient Report from DFAS, #G427619. 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 (\$) |
|-----------|--------------|------------|------------|------------|
| 710001 | APN | [REDACTED] | [REDACTED] | [REDACTED] |
| 710002 | APN | [REDACTED] | [REDACTED] | [REDACTED] |
| 710101 | RDT&E | [REDACTED] | [REDACTED] | [REDACTED] |
| 910001 | APN | [REDACTED] | [REDACTED] | [REDACTED] |
| 910101 | RDT&E | [REDACTED] | [REDACTED] | [REDACTED] |

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

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|------------|------------|------------|
| 7100 | [REDACTED] | [REDACTED] | [REDACTED] |
| 7101 | [REDACTED] | [REDACTED] | [REDACTED] |
| 9100 | [REDACTED] | [REDACTED] | [REDACTED] |
| 9101 | [REDACTED] | [REDACTED] | [REDACTED] |

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

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

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 1 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 7000 | R408 | Base Period: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (APN) | 1.0 | LO | | | |
| 700001 | R408 | Incremental Funding in support of CLIN 7000 (APN) | | | | | |
| 700002 | R408 | Incremental Funding in support of CLIN 7000 (APN) | | | | | |
| 700003 | R408 | Incremental Funding in support of CLIN 7000 (APN) | | | | | |
| 700004 | R408 | Incremental Funding in support of CLIN 7000 (APN) | | | | | |
| 7001 | R408 | Base Period: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (RDT&E) | 1.0 | LO | | | |
| 700101 | R408 | Incremental Funding in support of CLIN 7001 (RDT&E) | | | | | |
| 700102 | R408 | Incremental Funding in support of CLIN 7001 (RDT&E) | | | | | |

For Cost Type / NSP Items

| | | | | | | | | |
|------|--|--|--|--|--|-----|----|-----|
| 7002 | | Base Period: Administrative Data in support of CLINs 7000 and 7001 and in accordance with Exhibit A, CDRLs A001-A004. Not separately priced (NSP). | | | | 1.0 | LO | NSP |
|------|--|--|--|--|--|-----|----|-----|

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 7100 | R408 | Option I: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (APN) | 1.0 | LO | | | |
| 710001 | R408 | Incremental funding in support of CLIN 7100 \$82,813.84, ACRN AE (APN) | | | | | |
| 710002 | R408 | Incremental funding in support of CLIN 7100 \$20,000.00, ACRN AF (APN) | | | | | |
| 7101 | R408 | Option I: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (RDT&E) | 1.0 | LO | | | |
| 710101 | R408 | Incremental funding in support of CLIN 7101 \$230,000.00, ACRN AD (RDT&E) | | | | | |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 2 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

For Cost Type / NSP Items

7102 Option I: Administrative Data in support of CLINs 7100 and 7101 and in accordance with Exhibit A, CDRLs A001-A004. Not separately priced (NSP). 1.0 LO NSP

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|---|-----|------|------------|------------|------|
| 7200 | R408 | Option II: Program Mangement Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (APN) Option | 1.0 | LO | ██████████ | ██████████ | |
| 7201 | R408 | Option II: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (RDT&E) Option | 1.0 | LO | ██████████ | ██████████ | |

For Cost Type / NSP Items

7202 Option II: Administrative Data in support of CLINs 7200 and 7201 and in accordance with Exhibit A, CDRLs A001-A004. Not separately priced (NSP). 1.0 LO NSP

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|--|-----|------|------------|------------|------|
| 7300 | R408 | Option III: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (APN) Option | 1.0 | LO | ██████████ | ██████████ | |
| 7301 | R408 | Option III: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (RDT&E) Option | 1.0 | LO | ██████████ | ██████████ | |

For Cost Type / NSP Items

7302 Option III: Administrative Data in support of CLINs 7300 and 7301 and in accordance with Exhibit A, CDRLs A001-A004. Not separately priced (NSP). 1.0 LO NSP

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|---|-----|------|------------|------------|------|
| 7400 | R408 | Option IV: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (APN) | 1.0 | LO | ██████████ | ██████████ | |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 3 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|-------------------|-----|------|-----------|-----------|------|
|------|-----|-------------------|-----|------|-----------|-----------|------|

Option

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|------|------|---|-----|----|------------|------------|--|
| 7401 | R408 | Option IV: Program Management Services in accordance with Statement of Work (SOW); Cost-Plus-Fixed-Fee. (RDT&E) | 1.0 | LO | ██████████ | ██████████ | |
|------|------|---|-----|----|------------|------------|--|

Option

For Cost Type / NSP Items

| | | | | | | | | |
|------|--|--|--|--|--|-----|----|-----|
| 7402 | | Option IV: Administrative Data in support of CLINs 7400 and 7401 and in accordance with Exhibit A, CDRLs A001-A004. Not separately priced (NSP). | | | | 1.0 | LO | NSP |
|------|--|--|--|--|--|-----|----|-----|

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|-----|-------------------|-----|------|-----------|
|------|-----|-------------------|-----|------|-----------|

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|------|------|--|-----|----|------------|
| 9000 | R408 | Base Period: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (APN) | 1.0 | LO | ██████████ |
|------|------|--|-----|----|------------|

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|--------|------|---|--|--|--|
| 900001 | R408 | Incremental Funding in support of CLIN 9000 (APN) | | | |
|--------|------|---|--|--|--|

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|--------|------|---|--|--|--|
| 900002 | R408 | Incremental Funding in support of CLIN 9000 (APN) | | | |
|--------|------|---|--|--|--|

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|--------|------|---|--|--|--|
| 900003 | R408 | Incremental Funding in support of CLIN 9000 (APN) | | | |
|--------|------|---|--|--|--|

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|------|------|--|-----|----|------------|
| 9001 | R408 | Base Period: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (RDT&E) | 1.0 | LO | ██████████ |
|------|------|--|-----|----|------------|

| | | | | | |
|--------|------|---|--|--|--|
| 900101 | R408 | Incremental Funding in support of CLIN 9001 (RDT&E) | | | |
|--------|------|---|--|--|--|

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|------|------|--|-----|----|------------|
| 9002 | R408 | Other Direct Cost (ODC) for Navy Marine Corps Internet (NMCI) in accordance with SOW. Cost Reimbursement (RDT&E) | 1.0 | LO | ██████████ |
|------|------|--|-----|----|------------|

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|--------|------|---|--|--|--|
| 900201 | R408 | Incremental Funding in support of CLIN 9002 (RDT&E) | | | |
|--------|------|---|--|--|--|

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|------|------|---|-----|----|------------|
| 9100 | R408 | Option I: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (APN) | 1.0 | LO | ██████████ |
|------|------|---|-----|----|------------|

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|--------|------|---|--|--|--|
| 910001 | R408 | Incremental funding in support of CLIN 9100 \$5,000.00, ACRN AE (APN) | | | |
|--------|------|---|--|--|--|

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|------|------|---|-----|----|------------|
| 9101 | R408 | Option I: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (RDT&E) | 1.0 | LO | ██████████ |
|------|------|---|-----|----|------------|

| | | | | | |
|--------|------|--|--|--|--|
| 910101 | R408 | Incremental funding in support of CLIN 9101 \$20,000.00, ACRN AD (RDT&E) | | | |
|--------|------|--|--|--|--|

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|------|------|--|-----|----|------------|
| 9102 | R408 | Other Direct Cost (ODC) for Navy Marine Corps Internet (NMCI) in accordance with SOW. Cost Reimbursement (RDT&E) | 1.0 | LO | ██████████ |
|------|------|--|-----|----|------------|

Option

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|------|------|--|-----|----|------------|
| 9200 | R408 | Option II: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (APN) | 1.0 | LO | ██████████ |
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Option

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|------|------|--|-----|----|------------|
| 9201 | R408 | Option II: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (RDT&E) | 1.0 | LO | ██████████ |
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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 4 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|------|---|-----|------|------------|
| | | Option | | | |
| 9202 | R408 | Other Direct Cost (ODC) for Navy Marine Corps Internet (NMCI) in accordance with SOW. Cost Reimbursement (RDT&E) | 1.0 | LO | ██████████ |
| | | Option | | | |
| 9300 | R408 | Option III: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (APN) | 1.0 | LO | ██████████ |
| | | Option | | | |
| 9301 | R408 | Option III: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (RDT&E) | 1.0 | LO | ██████████ |
| | | Option | | | |
| 9302 | R408 | Other Direct Cost (ODC) for Navy Marine Corps Internet (NMCI) in accordance with SOW. Cost Reimbursement (RDT&E) | 1.0 | LO | ██████████ |
| | | Option | | | |
| 9400 | R408 | Option IV: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (APN) | 1.0 | LO | ██████████ |
| | | Option | | | |
| 9401 | R408 | Option IV: Other Direct Costs (ODCs)including travel and materials in accordance with SOW; Cost Reimbursement. (RDT&E) | 1.0 | LO | ██████████ |
| | | Option | | | |
| 9402 | R408 | Other Direct Cost (ODC) for Navy Marine Corps Internet (NMCI) in accordance with SOW. Cost Reimbursement (RDT&E) | 1.0 | LO | ██████████ |
| | | Option | | | |

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

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 96,000 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 5 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

(d) The level of effort for this contract shall be expended at an average rate of approximately 369 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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

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

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 6 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 Introduction/Background

The Naval Air Systems Command Airborne Electronic Attack (AEA) and EA-6B Program Office (PMA234) support life cycle phases of the EA-6B, AEA and Next Generation Jammer (NGJ) programs. PMA234 reports to the Program Executive Officer, Tactical Aircraft Programs (PEO(T)). PMA234 missions include two main areas of concentration: sustainment of the EA-6B aircraft and systems and development and sustainment of AEA products including NGJ.

2.0 Scope

This is a non-performance based, cost-plus-fixed-fee (CPFF)/cost-reimbursement task order. The contractor shall provide technical services to the PMA project teams through all acquisition phases. This SOW includes services integral to the execution of PMA 234 procurement and development projects. Support includes research, development and engineering; procurement; test and evaluation; repair and modification; training facilities and equipment; and in-service engineering. The contractor shall provide the required levels of experience and qualifications to complete the requirements defined below.

3.0 Procurement Project Requirements (APN)

The contractor shall perform the following tasks integral to the execution of AEA and EA-6B projects in production to include modification projects funded by Aircraft Procurement, Navy (APN) appropriations.

3.1 Project Management (APN)

3.1.1 For PMA234 production and modification programs, the contractor shall provide assistance with project management of the hardware/software suppliers and field activities. This includes program tracking of cost, schedule, and performance indicators, risk management, and data management. The contractor shall perform analysis of proposed EA-6B and LBT Engineering Change Proposals (ECPs) and make recommendations for retrofits. The contractor shall support Declining Manufacturing Sources and Material Shortages (DMSMS) reviews and develop recommendations for issues that could impact systems in production.

3.1.2 The contractor shall prepare, review, and facilitate project documents, delivery schedules, and Plan of Action and Milestones (POA&Ms). The contractor shall provide support for the preparation, coordination, undertaking, and post evaluation of all production meetings, conferences, and reviews. The contractor shall support and attend various meetings, prepare agendas and follow-up minutes documenting meeting results and any action items identified. The contractor shall prepare, maintain, and update PMA234 technical reports, presentations, documentation, and product roadmaps in addition to providing general support for correspondence, travel visit requests, and base access.

3.1.3 The contractor shall assist production project teams with the annual review and update of Critical Program Information (CPI) and Critical Technologies (CT). The contractor shall assist in revising Information Assurance (IA) and CPI/CT vulnerability assessments, protective countermeasures, Security Classification Guides (SCG), Technology Assessment and Control Plans, Program Protection Plans (PPP), Anti-Tamper and (AT) Plans as required. The contractor shall assist in the analysis and surveillance of the Original Engineering Manufacturers' (OEMs) implementation of the above security principles, written plans, and technical reports.

3.2. Acquisition Support to Production Projects (APN)

3.2.1 The contractor shall analyze, coordinate and produce acquisition documentation such as Acquisition Strategies (AS), Acquisition Plans (AP), Justification & Authorization (J&A), Certificate of Urgency (COU), and Acquisition Program Baseline Agreements (APBA) in accordance with applicable statutes, regulations, and instructions in support of production programs. This tasking includes collecting and analyzing data pertinent to prepare and staff required statutory and regulatory documentation for Acquisition Category (ACAT) and non-ACAT programs.

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 7 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

3.2.2 The contractor shall assist in the coordination and facilitation of preparations for required production reviews of ACAT and non-ACAT programs to include DAES, Milestone C, Full Rate Production, Gate 6 and Sufficiency Reviews. The contractor shall schedule and facilitate Procurement Planning Conferences ("PPCs") and prepare associated Procurement Planning Agreements ("PPAs"). The contractor shall coordinate, prepare, staff and track associated Procurement Initiation Documents (PIDs).

4.0 Development Project Requirements (RDT&E)

The contractor shall perform the following tasks integral to the execution of AEA and EA-6B projects in development funded by Research, Development, Test and Evaluation (RDT&E) appropriations.

4.1 Project Management (RDT&E)

4.1.1 For PMA234 RDT&E programs, the contractor shall provide evaluation and research support of the project management of hardware/software developers and field activities. The contractor shall track cost, schedule, and performance indicators, assess project risks, and manage technical data. The contractor shall contribute to the development of briefs, white papers, and engineering trade studies. The contractor shall coordinate and participate in working groups, meetings, and conferences to coordinate roadmaps and reviews of potential technologies that may aid in accomplishing project objectives.

4.1.2 The contractor shall provide support and services for the initial test and evaluation of the development and improvement of products. The contractor shall provide project administration support in planning and definition of advanced concept development, preferred concept definition, and risk reduction of critical components.

4.1.3 The contractor shall assist in planning for Integrated Test and Evaluation ("IT&E") through coordination with the DT and OT communities, including any NAVAIR or SPAWAR program offices and DoD agencies. The contractor shall assist in planning and hosting T&E meetings such as, T&E WIPTs, T&E Summits, DT/OT Working Groups, PPRs, and OTRRs. The contractor shall provide assistance to IPTs in the planning and execution phases of IT&E related to software development, weapons and weapons-related integration efforts; including QA reviews to ensure completeness and proper requirements flow-down of all associated documentation related to testing (e.g., TEMPs, ISPs, CDDs, CPDs).

4.1.4 The contractor shall assist in developing of interface/integration requirements and documents for integrating developmental programs onto aircraft. The contractor shall advise the IPTs regarding platform system integration, support, and system interoperability by monitoring program execution at field activities and contractor facilities. The contractor shall staff and track interoperability documentation, certifications, and validations. The contractor shall coordinate with other PMAs, PEOs, commands, and Services on interoperability issues.

4.1.5 The contractor shall assist the IPTs to identify, analyze, and update CPI, CT and IA as required, perform IA and CPI/CT vulnerability assessments, develop/update SGCs, development of protective countermeasures, develop/update Technology Assessment and Control Plans, develop/update AT Plans, and implement the AEA and EA-6B PPP. The contractor shall assist the Government in the analysis and surveillance of the NGJ prime contractor's implementation of the above security principles, written plans, and technical reports.

4.2 Acquisition Support to Development Programs (RDT&E)

4.2.1 The contractor shall develop, evaluate and revise the NGJ Increment 1 AS, AP, J&A and APBA to support Milestone B and other acquisition documentation for AEA and EA-6B development projects as directed. This tasking includes collecting and analyzing data pertinent to prepare and staff required statutory and regulatory documentation for the ACAT and non-ACAT programs

4.2.2 The contractor shall support the coordination and facilitation of milestone preparation for NGJ Increment 1 Milestone B, NGJ Increment 2 Milestone A, and any other developmental programs as directed. Milestone support includes supporting: OIPTs, NPRs, ACTs, ARBs, NPDMs, and DABs. The contractor shall schedule and facilitate PPCs and prepare associated PPAs. The contractor shall coordinate, prepare, and track PIDs.

5.0 Project Manager

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 8 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

5.1 The contractor shall designate a Senior Program Analyst (key) to serve as Project Manager (PM). This individual shall be responsible for management and oversight of work performance, serve as a point of contact for all customer relations, and be responsible for resolving all quality, timeliness, and accuracy issues. The contractor shall also designate sufficient alternates to the PM to server in his or her capacity when the PM is absent.

5.2 The PM shall attend any meetings determined necessary by the Contractor Officer Representative (COR) or the Contracting Officer to discuss performance under the award or resolution of any perceived performance problems. The contractor shall ensure that the PM is available for such meetings with not less than 2-hour advance notice (or other reasonable amount of time). The COR or Contracting Officer will reasonably notify the PM of such meetings.

5.3 Additionally, the PM shall be familiar with USN policies and procedures governing fraud, waste and abuse. The PM shall monitor contractor employee activities for such actions or behaviors and take necessary actions to prevent or correct such occurrences. Additionally, the PM shall notify the COR immediately upon observance of behavior constituting fraud, waste or abuse by contractor or Government employees.

6.0 Navy Marine Corps Internet (NMCI)

6.1 Computer resources will be acquired in accordance with DFARS 5252.237-9503. For those employees so affected, the contractor shall track completion of System Authorization Access Request (SAAR) forms and Information Assurance (IA) training specific to government requirements. Documentation reflecting compliance shall be submitted to the government thirty days after contract award and yearly thereafter, and thirty days after the gain or loss of an employee. (Approximately seven (7) NMCI seats)

6.2 Contactor personnel who are seated on-site, who will use an NMCI computer, or any follow-on government directed computer system, or be required to access any DoD computer system, shall obtain and utilize a DoD Common Access Card (CAC) and certified Public Key Infrastructure (PKI) certification and encryption within 30 days of contract award.

6.3 As a result of the change in the way NMCI will be acquired/provided, the NMCI language outlined in paragraphs 6.1 to 6.2 of the SOW remains unchanged for NMCI prior to 01 October 2015.

6.4 The following is hereby added to the NMCI paragraph in the SOW for NMCI beginning 01 October2015:

"Effective 01 October 2015, the Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this contract/order. Coordination of these services is to be conducted through the COR."

7.0 Operation Security Program Security Program (OPSEC).

7.1 The contractor shall provide OPSEC protection for all classified information (as defined in FAR 4.401) and sensitive information (as defined in Title 15, United States Code, Section 278g-3(d)(4)). Security policy, procedures, and requirements for classified information are provided in DoD Manual 5220.22 series, National Industrial Security Program Operating Manual (NISPOM). The concept of OPSEC is provided in National Security Decision Directive (NSDD) 298 of 22 January 1988, and OPNAVINST 3432.1. The Contractor will apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.239-7016, as appropriate.

7.2 The Contractor will apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet this requirement, the Contractor shall develop, implement and maintain a facility level OPSEC program that will be laid out in the Program Protection Implementation Plan (PPIP) to protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance of this contract. (CDRL A004)

7.3 The Contractor is responsible for subcontractor implementation of OPSEC requirements for this contract.

8.0 SECURITY

8.1 Security Requirements Provisions of the Privacy Act apply to all records and reports maintained by the contractor.

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 9 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

8.2 The contractor shall protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a government contractor's or subcontractor's facilities.

8.3 Only U.S. citizens may perform under this contract. All personnel must be able to obtain a clearance at the Secret level. All personnel required to work at the Government's site must, at a minimum, obtain an Interim Secret Clearance prior to starting work at the Government's facility.

8.4 Program Protection Implementation Plan (PIIP) - The contractor shall develop, implement, and maintain a facility level PIIP to protect classified and sensitive unclassified information to be used at the contractor facility during the performance of this contract in accordance with Contract Data Requirement List (CDRL A004). The PIIP, which contains the facilities OPSEC plan, shall be submitted to NAVAIR within 90 days of contract award for acceptance and approval. While performing aboard NAVAIR sites, the contractor shall comply with the provisions of NAWCADINST 3432 series, at all other sites, the contractor shall comply with the local command and/or program OPSEC plan.

9.0 Deliverable Documentation

9.1 Contractor Progress, Status and Management Report. The Contractor shall provide a monthly Progress, Status and Management Report in accordance with CDRL A001.

9.2 Funds and Man-hour Expenditure Report. The Contractor shall provide a Funds and Man-hour Expenditure Report in accordance with CDRL A002.

9.3 Incurred Cost and Reporting. In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred Cost and Progress Reporting for Services," CDRL A003.

5237.102 (90) ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVAIR 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>.

10.0 Labor Categories and Qualifications

PMA234 PM Support Billet Requirements

| Qty (Wkys) | Description | Team Supported | Onsite (Y/N) |
|------------|----------------------------------|--------------------------|----------------|
| 2 | Program Analyst, Senior | NGJ, AEA | Yes (1)/No (1) |
| 4 | Program Analyst | LB, EA-6B, NGJ OPS, CMDM | Yes (3)/No(1) |
| 2 | Program Analyst, Junior | OPS, CMDM | Yes |
| 1 | Administrative Assistant, Senior | B2272 | Yes |
| 1 | Administrative Assistant, Senior | B2806 | Yes |

Total: 10 FTE's

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 10 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Key Personnel:

Senior Program Analyst positions (2)

Program Analyst, Senior (Key)

Grade Equivalent: GS-14/15

Function Description: Performs critical program management, technical, or business analysis of major DoD acquisition systems and provides recommendations to ensure program success. Provides program analysis support for all aspects of the program. Participates as a member of and/or supports the overall Program and Integrated Product Teams (IPTs). Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Education: MS or MA degree in a Business, Management, or "Relevant Technical Discipline". ALLOWABLE SUBSTITUTION: A BS or BA degree and an additional four (4) years of experience can be substituted for an MS or MA degree.

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

Program Analyst

Grade Equivalent: GS-12/13

Function Description: Analyzes program requirements, status, budget and schedules. Performs program management, technical, or business case analyses. Participates as a member of and/or supports the specified Program Integrated Product Teams (IPTs); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Education: BS or BA degree in a Business, Management or "Relevant Technical Discipline". ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.

Experience: At least four (4) years of experience in program management, technical or business analysis discipline; and included in the four (4) years, there must be at least four (4) years of experience in program management, technical or business analysis; and included in the four (4) years, there must be two (2) years professional experience in technical efforts supporting major weapon systems and components development. Demonstrated experience in the program/project status and schedules. Demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of military acquisition programs (as specified in the DoD 5000 series). Must have experience processing program acquisition, funding and contract documentation for military programs.

Program Analyst, Junior

Grade Equivalent: GS-9/11

Function Description: Provides program office analysis support. Participates in meetings and supports specified Program Integrated Product Teams (IPTs). Tracks program/project status and schedules, takes minutes, prepares presentations, reports, studies, documentation. Performs tasks under supervision.

Education: AS or AA degree. ALLOWABLE SUBSTITUTION: An additional four (4) years of experience can be substituted for an AS or AA degree.

Experience: At least two (2) years of experience in a business or technical position.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 11 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Administrative Assistant, Senior

Grade Equivalent: GS-11

Function Description: Applies knowledge of Microsoft Office software, demonstrated oral and written skills, brief preparation, one of five years must be within DoD. Leads the execution of complex tasks. Provides support to executives and associated staffs. Uses greater judgment and initiative in handling a wide variety of situations and conflicts involving the administrative functions of the office. Participates in developing work deadlines. Composes correspondence requiring some understanding of technical matters; works independently on assigned projects; assist staff members to represent organization at conferences and meetings; reviews outgoing correspondence and alerts writer to any conflict with the file or departure from policies; advises on the resolution of problems; summarizes the content of incoming materials or meetings; ensures that requests for action or information are relayed to the appropriate staff member; interprets requests and helps implement action; makes sure that information is furnished in a timely manner, deadlines are met and action items are tracked for closure.

Education: High School diploma or GED.

Experience: At least ten (10) years of experience in a customer or business oriented position, one of which must be in support of NAVAIR.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 12 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION D PACKAGING AND MARKING

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

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

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

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

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 13 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION E INSPECTION AND ACCEPTANCE

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

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

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Contracting Officer's Representative.

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 14 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|-------------------------|
| 7000 | 11/29/2014 - 11/28/2015 |
| 7001 | 11/29/2014 - 11/28/2015 |
| 7100 | 11/29/2015 - 11/28/2016 |
| 7101 | 11/29/2015 - 11/28/2016 |
| 9000 | 11/29/2014 - 11/28/2015 |
| 9001 | 11/29/2014 - 11/28/2015 |
| 9002 | 11/29/2014 - 11/28/2015 |
| 9100 | 11/29/2015 - 11/28/2016 |
| 9101 | 11/29/2015 - 11/28/2016 |

Note: 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 to the following:

CLIN - DELIVERIES OR PERFORMANCE

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

| | |
|------|-------------------------|
| 7000 | 11/29/2014 - 11/28/2015 |
| 7001 | 11/29/2014 - 11/28/2015 |
| 7100 | 11/29/2015 - 11/28/2016 |
| 7101 | 11/29/2015 - 11/28/2016 |
| 9000 | 11/29/2014 - 11/28/2015 |
| 9001 | 11/29/2014 - 11/28/2015 |
| 9002 | 11/29/2014 - 11/28/2015 |
| 9100 | 11/29/2015 - 11/28/2016 |
| 9101 | 11/29/2015 - 11/28/2016 |

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

| | |
|------|-------------------------|
| 7200 | 11/29/2016 - 11/28/2017 |
| 7201 | 11/29/2016 - 11/28/2017 |
| 7300 | 11/29/2017 - 11/28/2018 |
| 7301 | 11/29/2017 - 11/28/2018 |
| 7400 | 11/29/2018 - 11/28/2019 |
| 7401 | 11/29/2018 - 11/28/2019 |
| 9102 | 11/29/2015 - 11/28/2016 |
| 9200 | 11/29/2016 - 11/28/2017 |

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 15 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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|------|-------------------------|
| 9201 | 11/29/2016 - 11/28/2017 |
| 9202 | 11/29/2016 - 11/28/2017 |
| 9300 | 11/29/2017 - 11/28/2018 |
| 9301 | 11/29/2017 - 11/28/2018 |
| 9302 | 11/29/2017 - 11/28/2018 |
| 9400 | 11/29/2018 - 11/28/2019 |
| 9401 | 11/29/2018 - 11/28/2019 |
| 9402 | 11/29/2018 - 11/28/2019 |

Clauses specified in Section F of the SeaPort-e basic contract are incorporated into this order if applicable.

| | | |
|------------------|-------------------------------------|--|
| Base Period: | 29 November 2014 – 28 November 2015 | CLINs 7000,7001,7002,9000,9001,9002 |
| Option Period 1: | 29 November 2015 – 28 November 2016 | CLINs 7100,7101,7102,9100,9101,9102 |
| Option Period 2: | 29 November 2016 – 28 November 2017 | CLINs 7200,7201,7202,9200,9201,9202 |
| Option Period 3: | 29 November 2017 – 28 November 2018 | CLINs 7300,7301,7302,9300,9301,9302 |
| Option Period 4: | 29 November 2018 – 28 November 2019 | CLINs 7400,7401,7402,9400,9401,9402 |

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

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

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

- (1) COR- Mr. David Dejetley
Patuxent River, MD 20670-1547
Program Office, PMA-234
Phone: 301-757-7981
Email: david.dejetley@navy.mil

(2) ACO: S2101A

(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.,

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 16 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

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

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

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

Program Office: PMA-234
Naval Air Systems Command
47123 Buse Road, Building 2272
Patuxent River, MD 20670-1547

Task Order Manager: David Detjetley
Phone: 301-757-7981

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

The services to be performed herein shall be performed at the Naval Air Station Patuxent River Maryland and contractor site.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 17 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION G CONTRACT ADMINISTRATION DATA

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

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated Mr. David Dejetley as the authorized Contracting Officer's Representative (COR) for this contract.

Contracting Officer Representative
David K. Dejetley, PMA234
47123 Buse Road Suite 536
Patuxent River, MD 20670

david.dejetley@navy.mil
(301)757-7981

(b) The duties of the COR are limited to the following:

- a. ensure contractor personnel requiring access to the Patuxent River Naval Air Station and the Webster Field Annex, St. Inigoes, Maryland adhere to the check-in and out procedures outlined in NASPAXRIVINST 5510.15N. You will notify the Customer Service Team (CST) in the event of contractor personnel visit requests, space movements, telephone changes, or other changes requiring Locator System updates. Contact the CST regarding specific contractor personnel check-out procedures;
- b. work cooperatively with members of the acquisition team;
- c. if a classified contract,, identify contract requirements and changes as they occur to the COSR;
- d. review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;
- e. understand your role and responsibilities in the CPARS process to include maintaining documentation that supports the CPARS assessments;
- f. if a labor hour contract (level of effort) or order, review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed;
- g. provide an independent government estimate of desired or ordered work;
- h. keep track of funds expended and remaining funds available so as not to overspend on the contract or order;
- i. except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government.
- j. pay particular attention to the timely review of invoices;
- k. obtain refresher training as required by DFARS 201.602-2, Responsibilities or as required by the PCO;
- l. promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
 - (1) any violation of or deviation from the technical requirements of the contract or order;
 - (2) inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 18 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

the order or contract;

- (3) any contractor request for changes to the contract;
- (4) issues that require clarification or resolution;
- (5) inconsistencies between invoiced charges and performance, including the use of improper labor categories;
- (6) instances where funds may be insufficient to complete the contract or order and
- (7) conditions requiring a replacement for you as COR.

**5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I (NAVAIR)
(JUNE 2006)**

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.
- (c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.
- (e) Informational SLINs, e.g. 000101, are as follows: (to be provided at time of award) SLIN ACRN Amount Obligated

| SLIN | ACRN | AMOUNT OBLIGATED |
|------|------|------------------|
| * | | |
| | | |
| | | |

- (f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

*See Attachment J4, Task Order Ceiling Spreadsheet for information

**NOTE These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

**DFARS PGI Reference Indicate applicable CLIN(s) or SLIN(s). Instruction for Use 252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009) All CLINS If there is more than one ACRN within a contract line item, [(i.e.informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 19 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access*. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type*. The Contractor shall use the following document type(s).

Web entry or Electronic Data Interchange

(Contracting Officer: Insert applicable document type(s).)

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N00019 - Patuxent River Naval Air Station

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|--------------------|----------------------------|
| Issue By DoDAAC | N00421 |
| Admin DoDAAC | S2101A |
| Inspect By DoDAAC | N00019 |
| Ship To Code | N00019 |

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 20 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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|---------------------|--------|
| DCAA Auditor DoDAAC | HAA319 |
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(*Contracting Officer: Insert applicable DoDAAC information or “See schedule”

if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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: as delineated by Procuring Contracting Officer (PCO) correspondence.

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

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

As prescribed in 232.7004, use the following clause:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 21 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A003. 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 A003. 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 J2 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 J2.

(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 J2. 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 J2. 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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 22 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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 the contractor's basic Seaport agreement, clause H-10."

(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.

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

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

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

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

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

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 23 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

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

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

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

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

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

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 24 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

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

Accounting Data

| SLINID | PR Number | Amount |
|---|------------|------------|
| 700001 | 1300458627 | [REDACTED] |
| LLA : | | |
| AA 1751506 Y5B0 251 00019 0 050120 2D 000000 A10002553014 | | |
| CIN: 13004586700002 | | |
| 700002 | 1300458627 | [REDACTED] |
| LLA : | | |
| AB 1751506 Y5BA 251 00019 0 050120 2D 000000 A20002553014 | | |
| CIN: 130045862700003 | | |
| 700101 | 1300458627 | [REDACTED] |
| LLA : | | |
| AC 1751319 Y5A1 251 00019 0 050120 2D 000000 A00002553014 | | |
| CIN: 130045862700001 | | |
| 900001 | 1300458627 | [REDACTED] |
| LLA : | | |
| AA 1751506 Y5B0 251 00019 0 050120 2D 000000 A10002553014 | | |
| CIN: 130045862700002 | | |
| 900002 | 1300458627 | [REDACTED] |
| LLA : | | |
| AB 1751506 Y5BA 251 00019 0 050120 2D 000000 A20002553014 | | |
| CIN: 130045862700003 | | |
| 900101 | 1300458627 | [REDACTED] |
| LLA : | | |
| AC 1751319 Y5A1 251 00019 0 050120 2D 000000 A00002553014 | | |
| CIN: 130045862700001 | | |
| 900201 | 1300458627 | [REDACTED] |
| LLA : | | |
| AC 1751319 Y5A1 251 00019 0 050120 2D 000000 A00002553014 | | |
| CIN: 130045862700001 | | |

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 25 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

700003 1300458627-0003 [REDACTED]
LLA :
AB 1751506 Y5BA 251 00019 0 050120 2D 000000 A20002553014
CIN: 130045862700006

700102 1300458627-0003 [REDACTED]
LLA :
AC 1751319 Y5A1 251 00019 0 050120 2D 000000 A00002553014
CIN: 130045862700005

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

700004 1300458627-0004 [REDACTED]
LLA :
AB 1751506 Y5BA 251 00019 0 050120 2D 000000 A20002553014
CIN: 130045862700007 [REDACTED]

900003 1300458627-0004 [REDACTED]
LLA :
AB 1751506 Y5BA 251 00019 0 050120 2D 000000 A20002553014
CIN: 130045862700007 [REDACTED]

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

710001 1300531500 [REDACTED]
LLA :
AE 1761506 Y5B0 251 00019 0 050120 2D 000000
COST CODE: A10003123879
CIN: 130053150000005

710002 1300531500 [REDACTED]
LLA :
AF 1761506 Y5BA 251 00019 0 050120 2D 000000
COST CODE: A20003123879
CIN: 130053150000006

710101 1300531500 [REDACTED]
LLA :
AD 1761319 Y5A1 251 00019 0 050120 2D 000000
COST CODE: A00003123879
CIN: 130053150000004

910001 1300531500 [REDACTED]
LLA :
AE 1761506 Y5B0 251 00019 0 050120 2D 000000
COST CODE: A10003123879
CIN: 130053150000005

910101 1300531500 [REDACTED]
LLA :
AD 1761319 Y5A1 251 00019 0 050120 2D 000000
COST CODE: A00003123879

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 26 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

CIN: 130053150000004

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 27 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate reinvestigations 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.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [N/A]. [Task orders issued under the contract] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 28 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

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

[x] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 29 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

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

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

[x] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 30 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with **3 years** after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

5252.211- 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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 31 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 2000)

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

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

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

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

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 32 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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 food 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 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)**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 33 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

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

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

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

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

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

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

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (MAY 2012) *This clause is in effect only for assets obtained in accordance with paragraphs (a) and (b) of this clause. Effective 01 October 2015, NMCI services will be provided by the Government.

(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.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 34 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(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 [] in Section J.

(e) See Attachment [] 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 [] in Section J.

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

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

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 35 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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 of the Contracting Officer is: [Code 2.5.1.9, Naval Air Warfare Center Aircraft Division, 21983 Bundy Road, Patuxent River, MD 20670.](#)

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)

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

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

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

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

(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 |
|---------------------------|-------------|-----|---------------|----------|---------------|---------------|
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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 36 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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(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.

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

| Schedule/Source | Nomenclature/Description | Part Number | Mfg | Unit of Issue | Quantity Authorized | Unit Acq Cost |
|-----------------|--------------------------|-------------|-----|---------------|---------------------|---------------|
| | | | | | | |
| | | | | | | |

(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://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm-pubs.asp>. 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.

5252.210-9501 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.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 37 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION I CONTRACT CLAUSES

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

The following clauses are incorporated by reference:

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

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009)

52.204-11 American Recovery and Reinvestment Act - Reporting Requirements (MAR 2009)

52.215-2 Audit and Records -- Negotiation (MAR 2009)

52.217-8 Option to Extend Services (NOV 1999)

52.219-14 Limitations of Subcontracting (DEC 1996)

52.232-18 Availability of Funds

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 38 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable;

or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>.)

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| <u>Access</u> | <u>Audit &</u> | <u>Identification and</u> | <u>Media Protection</u> | <u>System &</u> |
|---------------|--------------------|---------------------------|-------------------------|---------------------|

| | | | | |
|---------------------------------|---------------------------------|--------------------------|--|---|
| <u>Control</u> | <u>Accountability</u> | <u>Authentication</u> | MP-4 | <u>Comm Protection</u> |
| AC-2 | AU-2 | IA-2 | MP-6 | SC-2 |
| AC-3(4) | AU-3 | IA-4 | | SC-4 |
| AC-4 | AU-6(1) | IA-5(1) | <u>Physical and Environmental Protection</u> | SC-7 |
| AC-6 | AU-7 | | | SC-8(1) |
| AC-7 | AU-8 | <u>Incident Response</u> | PE-2 | SC-13 |
| AC-11(1) | AU-9 | | PE-3 | SC-15 |
| AC-17(2) | | IR-2 | PE-5 | SC-28 |
| AC-18(1) | <u>Configuration Management</u> | IR-4 | | |
| AC-19 | CM-2 | IR-5 | <u>Program Management</u> | |
| AC-20(1) | CM-6 | IR-6 | PM-10 | <u>System & Information Integrity</u> |
| AC-20(2) | CM-7 | | | SI-2 |
| AC-22 | CM-8 | <u>Maintenance</u> | | SI-3 |
| | | MA-4(6) | <u>Risk Assessment</u> | SI-4 |
| | | MA-5 | | |
| <u>Awareness & Training</u> | <u>Contingency Planning</u> | MA-6 | RA-5 | |
| AT-2 | CP-9 | | | |

Legend:

| | |
|---------------------------------------|---|
| AC: Access Control | MA: Maintenance |
| AT: Awareness and Training | MP: Media Protection |
| AU: Auditing and Accountability | PE: Physical & Environmental Protection |
| CM: Configuration Management | PM: Program Management |
| CP: Contingency Planning | RA: Risk Assessment |
| IA: Identification and Authentication | SC: System & Communications Protection |
| IR: Incident Response | SI: System & Information Integrity |

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 40 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers,

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 41 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the naval air station, patuxent river, md 20670. Entrance is authorized by this contract as a result of tasks associated with performance of the section c - statement of work only. Initial information shall be provided as each individual is assigned to this contract by using the locator form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the government recipient. The quarterly reports are to be addressed to the COR. All losses are to have the permanent

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 42 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

badges returned to Security Officer, Naval Air Station, Patuxent River, MD 20670 on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (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.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

(A) The government may extend the term of this contract by written notice to the contractor on or before the expiration of the task order period of performance; provided that the government gives the contractor a preliminary written notice of its intent to extend at least 30 Calendar days before the contract expires. The preliminary notice does not commit the government to an extension.

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

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

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

(A) *definition*. "service-disabled veteran-owned small business concern"—

(1) means a small business concern—

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

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

(2) "service-disabled veteran" means a veteran, as defined in 38 u.s.c. 101(2), with a disability that is service connected, as defined in 38 u.s.c. 101(16).

(B) general.

(1) offers are solicited only from service-disabled veteran-owned small business concerns. Offers

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 43 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(C) *agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) general construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

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

(D) a joint venture may be considered a service-disabled veteran owned small business concern if—

(1) at least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: that it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the north american industry classification systems (naics) code assigned to the procurement;

(2) each other concern is small under the size standard corresponding to the naics code assigned to the procurement; and

(3) the joint venture meets the requirements of paragraph 7 of the explanation of affiliates in 19.101 of the federal acquisition regulation.

(4) the joint venture meets the requirements of 13 cfr 125.15(b)

(E) any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102

(F) of the federal acquisition regulation to receive a benefit under this program.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7635 | DELIVERY ORDER NO. M801 | AMENDMENT/MODIFICATION NO. 05 | PAGE 44 of 44 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION J LIST OF ATTACHMENTS

Attachment_J1_Surveillance Activity Checklist

Attachment_J2_Incurred_Cost_and_Progress_Reporting_for_Services_Data_Tables Updated as of Mod 2, March 2015

Attachment_J4_Task_Order_Ceiling_Spreadsheet as of Modification **05**

Exhibit_A-CDRLs

CDRL_A002_Updated As of Mod 01 Jan 2015