

2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 18-Aug-2017	4. REQUISITION/PURCHASE REQ. NO. 1300619350-0001, 1300617836-0001, 130061	5. PROJECT NO. (If applicable) N/A
-------------------------------------	----------------------------------	---	---------------------------------------

6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 sheryl.pope@navy.mil 301-757-5915	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151	CODE S2404A SCD: C
--	----------------	--	--------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOWHEAD SCIENCE AND TECHNOLOGY LLC 4900 Seminary Road, Suite 1000 Alexandria VA 22311-1858	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5651-M803 10B. DATED (SEE ITEM 13) 15-Jan-2014
CAGE CODE 4N7W2 FACILITY CODE	<input checked="" type="checkbox"/> [X]

**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:
[X]	D. OTHER (Specify type of modification and authority) FAR 43.103(a), Mutual Agreement of Parties

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Beverly S. Trossbach, Contracts Specialist	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christin J Simpson, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Beverly S. Trossbach (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Christin J Simpson (Signature of Contracting Officer)
15C. DATE SIGNED 22-Aug-2017	16C. DATE SIGNED 22-Aug-2017

**GENERAL INFORMATION**

The purpose of this bilateral modification is to [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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 (\$)
730104	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
730203	RDT&E	[REDACTED]	[REDACTED]	[REDACTED]
730308	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7300	[REDACTED]	[REDACTED]	[REDACTED]
7301	[REDACTED]	[REDACTED]	[REDACTED]
7302	[REDACTED]	[REDACTED]	[REDACTED]
7303	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 1 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)	█	█	█	█	█
4001	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3 included in Section C. (OM&N) (O&MN,N)	█	█	█	█	█
400101	R408	Funding in support of CLIN 4001 (O&MN,N)					
400102	R408	Funding in support of CLIN 4001 (O&MN,N)					
400103	R408	Funding in support of CLIN 4001 (O&MN,N)					
4002	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)	█	█	█	█	█
4003	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	█	█	█	█	█
400301	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400302	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400303	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400304	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400305	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400306	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400307	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400308	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 2 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400309	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400310	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400311	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400312	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400313	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400314	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
4004	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	█	█	█	█	█
400401	R408	Funding in support of CLIN 4004 (Fund Type - OTHER)					
4005	R408	Base Period: Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option(OCF) (Fund Type - OTHER)	█	█	█	█	█
4006	R408	Base Period: CDRLs, Technical data and reports. SOW paragraph 6.0; Not Separately Priced (NSP). (Fund Type - OTHER)	█	█	█	█	█

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base Period: Travel & Material - ODCs in support of CLIN 4000. SOW paragraph 5.0-5.2. (APN) (APN)	█	█	█
6001	R408	Base Period: Travel & Material - ODCs in support of CLIN 4001. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)	█	█	█
600101	R408	Funding in support of CLIN 4001 (O&MN,N)			
600102	R408	Funding in support of CLIN 4001 (O&MN,N)			
6002	R408	Base Period: Travel & Material - ODCs in support of CLIN 4002. SOW paragraph 5.0-5.2. (RDT&E) (RDT&E)	█	█	█
6003	R408	Base Period: Travel & Material - ODCs in support of CLIN 4003 and CLIN 4004. SOW paragraph 5.0-5.2. (OCF) (Fund Type - OTHER)	█	█	█
600301	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 3 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600302	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600303	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600304	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600305	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600306	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600307	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600308	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600309	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600310	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600311	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600312	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
6004	R408	Base Period: Increased Capacity ODCs, 10%. SOW paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)	█	█	█
6005	R408	Base Period: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	█	█	█
600501	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600502	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600503	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600504	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600505	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600506	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600507	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600508	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600509	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600510	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R408	Option Period I: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)  Option	█	█	█	█	█
7101	R408	Option Period I: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3	█	█	█	█	█

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 4 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		included in Section C. (OM&N) (O&MN,N)					
710101	R408	Funding in support of CLIN 7101 (O&MN,N)					
710102	R408	Funding in support of CLIN 7101 (O&MN,N)					
7102	R408	Option Period I: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)	█	█	█	█	█
710201	R408	Funding in support of CLIN 7102 (RDT&E)					
710202	R408	Funding in support of CLIN 7102 (RDT&E)					
710203	R408	Funding in support of CLIN 7102 (RDT&E)					
7103	R408	Option Period I: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	█	█	█	█	█
710301	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710302	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710303	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710304	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710305	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710306	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710307	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710308	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710309	R408	Funding in support of CLIN 7103 (WCF)					
710310	R408	Funding in support of CLIN 7103 (FMS)					
7104	R408	Option Period I: Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)	█	█	█	█	█

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 5 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7105	R408	Option Period I: CDRLs, Technical data and reports. SOW paragraph 6.0, Not Separately Priced (NSP). (Fund Type - OTHER)	█	█	█	█	█
7200	R408	Option Period II: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)	█	█	█	█	█
7201	R408	Option Period II: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3 included in Section C. (OM&N) (O&MN,N)	█	█	█	█	█
720101	R408	Funding in Support of CLIN 7201 (O&MN,N)					
720102	R408	Funding in Support of CLIN 7201 (O&MN,N)					
720103	R408	Funding in Support of CLIN 7201 (O&MN,N)					
720104	R408	Funding in Support of CLIN 7201 (O&MN,N)					
7202	R408	Option Period II: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)	█	█	█	█	█
720201	R408	Funding in Support of CLIN 7202 (RDT&E)					
720202	R408	Funding in Support of CLIN 7202 (RDT&E)					
7203	R408	Option Period II: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	█	█	█	█	█
720301	R408	Funding in support of CLIN 7203 (FMS)					
720302	R408	Funding in support of CLIN 7203 (FMS)					
720303	R408	Funding in support of CLIN 7203 (FMS)					
720304	R408	Funding in support of CLIN 7203 (FMS)					
720305	R408	Funding in support of CLIN 7203 (WCF)					
720306	R408	Funding in support of CLIN 7203 (FMS)					
720307	R408	Funding in support of CLIN 7203 (WCF)					
720308	R408	Funding in support of CLIN 7203 (FMS)					

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 6 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7204	R408	Option Period II: Increased capacity, 10%. Services in accordance with the SOW paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)  Option	█	█	█	█	█
7205	R408	Option Period II: CDRLs, Technical data and reports. SOW paragraph 6.0, Not Separately Priced (NSP). (Fund Type - OTHER)	█	█	█	█	█
7300	R408	Option Period III: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)	█	█	█	█	█
7301	R408	Option Period III: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3 included in Section C. (OM&N) (O&MN,N)	█	█	█	█	█
730101	R408	Funding in support of CLIN 7301 (O&MN,N)					
730102	R408	Funding in support of CLIN 7301 (O&MN,N)					
730103	R408	Funding in support of CLIN 7301 (O&MN,N)					
730104	R408	Funding in support of CLIN 7301 (O&MN,N)					
7302	R408	Option Period III: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)	█	█	█	█	█
730201	R408	Reserved (RDT&E)					
730202	R408	Funding in support of CLIN 7302 (RDT&E)					
730203	R408	Funding in support of CLIN 7302 (RDT&E)					
7303	R408	Option Period III: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	█	█	█	█	█
730301	R408	Funding in support of CLIN 7303 (Fund Type - OTHER)					
730302	R408	Funding in support of CLIN 7303 (Fund Type - OTHER)					
730303	R408	Funding in support of CLIN 7303 (Fund Type - OTHER)					

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 7 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730304	R408	Funding in support of CLIN 7303 (Fund Type - OTHER)					
730305	R408	Funding in support of CLIN 7303 (Fund Type - OTHER)					
730306	R408	Funding in support of CLIN 7303 (Fund Type - OTHER)					
730307	R408	Funding in support of CLIN 7303 (Fund Type - OTHER)					
730308	R408	Funding in support of CLIN 7303 (Fund Type - OTHER)					
7304	R408	Option Period III: Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)  Option	■	■	■	■	■
7305	R408	Option Period III: CDRLs, Technical data and reports. SOW paragraph 6.0, Not Separately Priced (NSP). (Fund Type - OTHER)  Option	■	■	■	■	■
7400	R408	Option Period IV: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)  Option	■	■	■	■	■
7401	R408	Option Period IV: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3 included in Section C. (OM&N) (O&MN,N)  Option	■	■	■	■	■
7402	R408	Option Period IV: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)  Option	■	■	■	■	■
7403	R408	Option Period IV: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)  Option	■	■	■	■	■
7404	R408	Option Period IV: Increased Capacity, 10%. Service in accordance with the	■	■	■	■	■

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 8 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)					
		Option					
7405	R408	Option Period IV: CDRLs, Technical data and reports. SOW paragraph 6.0, Not Separately Priced (NSP). (Fund Type - OTHER)	■	■	■	■	■
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R408	Option Period I: Travel & Material - ODCs in support of CLIN 7100. SOW paragraph 5.0-5.2. (APN) (APN)	■	■	■
		Option			
9101	R408	Option Period I: Travel & Material - ODCs in support of CLIN 7101. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)	■	■	■
910101	R408	Funding in support of CLIN 9101 (O&MN,N)			
910102	R408	Funding in support of CLIN 9101 (O&MN,N)			
910103	R408	Funding in support of CLIN 9101 (O&MN,N)			
910104	R408	Funding in support of CLIN 9101 (O&MN,N)			
9102	R408	Option Period I: Travel & Material - ODCs in support of CLIN 7102. SOW paragraph 5.0-5.2. (RDT&E) (RDT&E)	■	■	■
910201	R408	Funding in support of CLIN 9102 (RDT&E)			
9103	R408	Option Period I: Travel & Material - ODCs in support of CLIN 7103. SOW paragraph 5.0-5.2. (OCF) (Fund Type - OTHER)	■	■	■
910301	R408	Funding in support of CLIN 9103 (Fund Type - OTHER)			
910302	R408	Funding in support of CLIN 9103 (Fund Type - OTHER)			
910303	R408	Funding in support of CLIN 9103 (Fund Type - OTHER)			
910304	R408	Funding in support of CLIN 9103 (FMS)			
910305	R408	Funding in support of CLIN 9103 (FMS)			
910306	R408	Funding in support of CLIN 9103 (Fund Type - OTHER)			
910307	R408	Funding in support of CLIN 9103- Pakistan (FMS)			
910308	R408	Funding in support of CLIN 9103- Iraq (FMS)			
910309	R408	Funding in support of CLIN 9103 - Afghanistan (FMS)			
9104	R408	Option Period I: Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. (Fund Type - OTHER)	■	■	■

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 9 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9105	R408	Option Period 1: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	■	■	■
910501	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910502	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910503	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910504	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910505	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910506	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910507	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910508	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
9200	R408	Option Period II: Travel & Material- ODCs in support of CLIN 7200. SOW paragraph 5.0-5.2. (APN) (APN)	■	■	■
9201	R408	Option Period II: Travel & Material - ODCs in support of CLIN 7201. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)	■	■	■
920101	R408	Funding in Support of CLIN 9201 (O&MN,N)			
920102	R408	Funding in Support of CLIN 9201 (O&MN,N)			
920103	R408	Funding in Support of CLIN 9201 (O&MN,N)			
9202	R408	Option Period II: Travel & Material - ODCs in support of CLIN 7202. SOW paragraph 5.0 -5.2 (RDT&E) (RDT&E)	■	■	■
920201	R408	Funding in Support of CLIN 9202 (RDT&E)			
920202	R408	Funding in Support of CLIN 9202 (RDT&E)			
9203	R408	Option Period II: Travel & Material - ODCs in support of CLIN 7203. SOW paragraph 5.0-5.2 (OCF) (Fund Type - OTHER)	■	■	■
920301	R408	Funding Support of CLIN 9203 (FMS)			
920302	R408	Funding Support of CLIN 9203 (Fund Type - OTHER)			
920303	R408	Funding Support of CLIN 9203 (FMS)			
920304	R408	Funding Support of CLIN 9203 (Fund Type - OTHER)			
920305	R408	Funding Support of CLIN 9203 (FMS)			
9204	R408	Option Period II: Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)	■	■	■
		Option			
9205	R408	Option Period II: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	■	■	■
		Option			

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 10 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9300	R408	Option Period III: Travel & Material - ODCs in support of CLIN 7300. SOW paragraph 5.0-5.2. (APN) (APN)	█	█	█
9301	R408	Option Period III: Travel & Material - ODCs in support of CLIN 7301. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)	█	█	█
930101	R408	Funding in support of CLIN 9301 (O&MN,N)			
930102	R408	Funding in support of CLIN 9301 (O&MN,N)			
9302	R408	Option Period III: Travel & Material - ODCs in support of CLIN 7302. SOW paragraph 5.0-5.2. (RDT&E) (RDT&E)	█	█	█
930201	R408	Funding in support of CLIN 9302 (RDT&E)			
9303	R408	Option Period III: Travel & Material - ODCs in support of CLIN 7303. SOW paragraph 5.0-5.2. (OCF) (Fund Type - OTHER)	█	█	█
930301	R408	Funding in support of CLIN 9303 (Fund Type - OTHER)			
930302	R408	Funding in support of CLIN 9303 (Fund Type - OTHER)			
930303	R408	Funding in support of CLIN 9303 (Fund Type - OTHER)			
930304	R408	Funding in support of CLIN 9303 (Fund Type - OTHER)			
930305	R408	Funding in support of CLIN 9303 (Fund Type - OTHER)			
9304	R408	Option Period III: Increased Capacity, 10%. Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)  Option	█	█	█
9305	R408	Option Period III: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)  Option	█	█	█
9400	R408	Option Period IV: Travel & Material- ODCs in support of CLIN 7400. SOW paragraph 5.0-5.2. (APN) (APN)  Option	█	█	█
9401	R408	Option Period IV: Travel & Material - ODCs in support of CLIN 7401. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)  Option	█	█	█
9402	R408	Option Period IV: Travel & Material - ODCs in support of CLIN 7402. SOW paragraph 5.0-5.2. (RDT&E) (RDT&E)  Option	█	█	█
9403	R408	Option Period IV: Travel & Material - ODCs in support of CLIN 7403. SOW paragraph 5.0-5.2. (OCF) (Fund Type - OTHER)  Option	█	█	█
9404	R408	Option Period IV: Increased Capacity ODCs, 10%. Services in accordance with the SOW paragraphs 3.1 through 3.4. (Fund Type - OTHER)	█	█	█

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 11 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9405	R408	Option Period IV: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)			
		Option			

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

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

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

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

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

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

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

\* To be incorporated and completed at the Task Order Level, as appropriate.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 12 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work,  
and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 13 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **Section C - Descriptions and Specifications**

Items 4000-4005, Option Items 7100-7104, 7200-7204, 7300-7304, and 7400-7404 - The Contractor shall provide the services in accordance with the below Statement of Work for Small Tactical Unmanned Aircraft Systems (STUAS) Program Support.

Items 4006, Option Items 7105, 7205, 7305, and 7405 - The Contractor shall provide data in accordance with the below Statement of Work and CDRLs (Exhibit A) for STUAS Program Support.

Items 6000-6004, Option items 9100-9104, 9200-9204, 9300-9304, and 9400-9404 - The Contractor shall Provide ODC's in accordance with the below Statement of Work for STUAS Program Support.

Items 6005, 9105, 9205, 9305, and 9405 - The Contractor shall provide NMCI seats in accordance with Attachment J6, and Clauses 5252.237-9503 "Ordering Procedures for Navy Marine Corps Intranet Services" and 5252.245-9500 "Government Property for the Performance of this Contract"

### **PMA-263 SMALL TACTICAL UNMANNED AIRCRAFT SYSTEMS (UAS) STATEMENT OF WORK**

#### **Section C – Statement of Work:**

The following revised Statement of Work is hereby incorporated into the task order in lieu of the current Statement of Work.

### **PMA-263 SMALL TACTICAL UNMANNED AIRCRAFT SYSTEMS (UAS) STATEMENT OF WORK**

#### **1.0 INTRODUCTION**

This statement of work (SOW) defines the tasks to be performed by the vendor in providing program management services necessary to support the Navy and Marine Corps Small Tactical Unmanned Aircraft System (UAS) program office. The Navy and Marine Corps Small Tactical UAS provides Maritime and Littoral Intelligence, Surveillance, and Reconnaissance (ISR) capabilities to operational U.S. Naval Forces and coalition partners via Foreign Military Sales (FMS). The program offices supported by this requirement are responsible for managing all efforts related to the development, test, evaluation, acquisition, production, maintenance, technical documentation, training, and logistics.

#### **2.0 SCOPE OF WORK**

This is a Cost-Plus-Fixed-Fee (CPFF) contract. Multiple programs are supported by this contract. The effort to support these programs is outlined below. The contractor shall provide technical support services to the Integrated Product Teams (IPT) through all acquisition phases of naval aircraft, including research, design, development, and engineering; procurement and production; test and evaluation (T&E); training facilities and equipment; repair and modification; and in-service engineering and logistics support. The contractor shall provide the required levels of experience and qualifications in program/project administration; integral and technical financial, acquisition, configuration; production, budgeting, requirements, technical, systems engineering, logistics, and administrative support to UAS IPTs.

#### **3.0 REQUIREMENTS**

The SOW for this task order is laid out in paragraph format in order to facilitate tracking and task identification. General Support Requirements will be addressed initially, and then program specific tasks will be stated. The contractor will perform tasks to support the UAS IPTs in various stages of their acquisition life cycle, from development to sustainment. Technical support tasks, documentation and products shall be provided in accordance with the SOW.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 14 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

### **3.1 General Support Requirements**

3.1.1 Electronic Capabilities. The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government IT environment through the security classification of Secret. Current environment includes, but is not limited to the following:

Microsoft Windows XP/Windows7

Microsoft Windows XP Professional with plans to update to Windows 7 by 2014

Microsoft Office Access 2007

Microsoft Office Excel 2007 with plans to update to Microsoft Excel 2010 by 2014

Microsoft Office 2007 with plans to update to Microsoft Office 2010 by 2014

Microsoft Office Outlook 2007 with plans to update to Microsoft Outlook 2010 by 2014

Microsoft Office PowerPoint 2007 with plans to update to Microsoft PowerPoint 2010 by 2014

Microsoft Office Project 2007 with plans to update to Microsoft Project 2010 by 2014

Microsoft Office Word 2007 with plans to update to Microsoft Word 2010 by 2014

3.1.1.1 Maintain the ability to interface with and transfer data to and from PMA-263's software applications and future upgraded versions.

3.1.1.2 Maintain state-of-the-art virus software and ensure that all media are virus free when delivered.

3.1.1.3 Assist in performance of maintaining real-time communications, both voice and data transfer capabilities with PMA 263 during working hours whether at Contractor work site, the Program Office, or on travel.

3.1.2 Graphics Capabilities: The Contractor shall assemble, organize, and edit technical material for presentations.

3.1.3 Documentation: The Contractor shall provide technical recommendations for program documentation in accordance with DOD 5000.2 and DOD 5000.2R.

3.1.4 Meetings: When specified by the customer, the Contractor shall attend meetings in an advisory capacity to the program office and maintain minutes, which shall include a summary of agenda items, discussions and action items.

3.1.5 Facilities: Approximately 65 percent of work will be performed at Government site and 35 percent of work to be performed at Contractor site. The Contractor shall locate and secure conference room facilities, seating an estimated group of 10, for conducting meetings at the classification level of Secret.

#### **3.2 RQ-21A Small Tactical Unmanned Aircraft System (STUAS) Tasking:**

RQ-21A provides persistent Intelligence, Surveillance, and Reconnaissance (ISR) support for tactical level maneuver decisions and unit level force defense/force protection for Navy ships and Marine Corps land forces. This system fills the ISR capability shortfalls identified by the Navy Small Tactical Unmanned Aircraft System (STUAS) and Marine Corps Tier II UAS efforts. Consisting of three air vehicles, one ground control station, three payloads, and associated launch, recovery and support equipment, this system will support the Navy missions, including building the Recognized Maritime Picture, Maritime Security Operations, Maritime Interdiction Operations, and support of Navy units operating from sea/shore in the Overseas Contingency Operations (OCO), and the Marine Corps close range UAS, enabling enhanced decision-making and improved integration with ground schemes of maneuver. The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support for the RQ-21A integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

#### **3.2.1 Research Development Test and Evaluation RDT&E Tasking -The contractor shall:**

**3.2.1.1** Analyze and evaluate existing systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data for the RQ-21A program.

**3.2.1.2** Provide analysis and review of current capabilities, shortfalls of existing system, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of RQ-21A development.

**3.2.1.3** Provide systems engineering, independent assessments, data and recommendations for the RQ-21A program.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 15 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.2.1.4** Evaluate technical directives for applicability to RQ-21A program. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

**3.2.1.5** Evaluate, investigate, and provide alternatives for RQ-21A concept development, design reviews, and engineering development.

**3.2.1.6** Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in Engineering and Manufacturing Development to support the RQ-21A Initial Operating Capability.

**3.2.1.7** Conduct studies pertaining to evaluation and analysis of the RQ-21A system performance.

**3.2.1.8** Investigate system problems or failures of the RQ-21A system while in the R&D phase. Conduct investigative system analysis of the impact of performance changes to the overall weapon system relative to performance, cost, equipment, and facilities.

**3.2.1.9** Provide analysis and review of current RQ-21A capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

**3.2.1.10** Identify RQ-21A integration requirements. Provide technical integration and software deliverables for commonality applications.

**3.2.1.11** Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of the RQ-21A System.

**3.2.1.12** Perform programmatic support services for the RQ-21A program to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support test and integration efforts. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RQ-21A test activities. Provide technical input to support the preparation or revision of developmental related acquisition documentation.

**3.2.1.13** Provide acquisition support services for the RQ-21A program, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

**3.2.1.14** Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony for the RQ-21A program while in the RDT&E phase.

**3.2.1.15** Provide technical support of the risk management process for the RQ-21A program, including identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

**3.2.1.16** Provide acquisition support of RQ-21A program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items related to the RDT&E phase of the program. Technical services will be provided to ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all test GFE and GFI assets in support of developmental efforts.

**3.2.1.17** Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts for the RQ-21A program.

### **3.2.2 Aircraft Procurement, Navy (APN) Tasking**

The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 16 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

RQ-21A program:

**3.2.2.1** Provide analysis and technical recommendations for acquisition strategy and technical solutions as it applies to the RQ-21A production acceptance process. Evaluate technical directives for applicability to the RQ-21A production activities.

**3.2.2.2** Recommend, review, and evaluate RQ-21A program production documentation for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

**3.2.2.3** Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the RQ-21A production items. Investigate program problems and failures during production.

**3.2.2.4** Provide technical input to RQ-21A production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts.

**3.2.2.5** Perform production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control. Investigate program problems and failures during the RQ-21A production phase. Provide production analysis of operations. Provide review and evaluation of production design data and documentation during the RQ-21A production phase.

**3.2.2.6** Support technical reviews, evaluate results and provide recommendations to the program during RQ-21A production activities.

**3.2.2.7** Integrate Environmental, Safety and Occupational Health (ESOH) requirements within the RQ-21A production phase.

**3.2.2.8** Provide technical input to RQ-21A production schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk.

**3.2.2.9** Review, provide analysis and recommendations concerning development of product performance requirements and participate in Technical Design Reviews. Assist in the preparation of ECP packages.

**3.2.2.10** Monitor and report on the prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in RQ-21A production activities.

**3.2.2.11** Review, analyze and assess validity of acceptance test criteria and results, processes, and documentation.

### **3.2.3 Operation and Maintenance (OM&N) Tasking**

**3.2.3.1** Conduct RQ-21A performance tracking and analysis of fleet systems.

**3.2.3.2** Provide changes and updates to existing RQ-21A technical manuals and publications, to include fleet operational discovered discrepancies.

**3.2.3.3** Provide life cycle, operations, and sustainment cost analyses for the RQ-21A program's APM and IPT lead.

**3.2.3.4** Conduct management analysis of the impact on RQ-21A Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

**3.2.3.5** Provide configuration management and data management support for the RQ-21A program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

**3.2.3.6** Support technical reviews, evaluate results and provide recommendations to the RQ-21A program manager.

**3.2.3.7** Integrate Environmental, Safety and Occupational Health (ESOH) requirements for the RQ-21A program with the DoD acquisition process.

**3.2.3.8** Provide RQ-21A schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for sustainment activities.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 17 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.2.3.9** Review, provide analysis and recommendations concerning development of RQ-21A product performance requirements and participate in Technical Design Reviews and the preparation of ECP packages. Monitor and report on technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement.

**3.2.3.10** Collect, compile and analyze RQ-21A financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

**3.2.3.11** Consolidate, organize, maintain, and modify RQ-21A acquisition, budgetary, program execution, and contractual status information.

**3.2.3.12** Assist in preparing and maintaining the Master Government Furnished Equipment Lists (MGFEL) for the RQ-21A program.

**3.2.3.13** Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference room and resolve scheduling conflicts.

**3.2.3.14** Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

### **3.3 RQ-7B UAS Shadow Tasking:**

RQ-7B UAS Shadow provides dedicated Reconnaissance, Surveillance and Target Acquisition (RSTA), Intelligence, Battle Damage Assessment (BDA) and Force Protection. The RQ-7B provides critical battlefield intelligence and targeting information in the rapid cycle time required for success at the tactical level. RQ-7B consists of four air vehicles, (each configured with an EO/IR sensor payload), launcher and ground control and support equipment including: power generation, communications equipment, automated recovery equipment, remote video terminals, vehicle mounted shelters, and High Mobility Multipurpose Wheeled Vehicles with trailer(s). Each system is equipped with one Maintenance Section Multifunctional Vehicle and is supported by a Mobile Maintenance facility. The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support for the RQ-7B integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

#### **3.3.1 RDT&E Tasking - The Contractor Shall:**

**3.3.1.1** Analyze and evaluate existing systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data for the RQ-7B program.

**3.3.1.2** Provide analysis and review of current capabilities, shortfalls of existing system, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of RQ-7B development.

**3.3.1.3** Provide systems engineering, independent assessments, data and recommendations for the RQ-7B program.

**3.3.1.4** Evaluate technical directives for applicability to RQ-7B program. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

**3.3.1.5** Evaluate, investigate, and provide alternatives for RQ-7B concept development, design reviews, and engineering development.

**3.3.1.6** Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in Engineering and Manufacturing Development to support the RQ-7B Initial Operating Capability.

**3.3.1.7** Conduct studies pertaining to evaluation and analysis of the RQ-7B system performance.

**3.3.1.8** Investigate system problems or failures of the RQ-7B system while in the R&D phase. Conduct investigative system analysis of the impact of performance changes to the overall weapon system relative to performance, cost, equipment, and facilities.

**3.3.1.9** Provide analysis and review of current RQ-7B capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

**3.3.1.10** Identify RQ-7B integration requirements. Provide technical integration and software deliverables for commonality applications.

**3.3.1.11** Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of the RQ-7B system.

**3.3.1.12** Perform programmatic support services for the RQ-7B program to include analysis of contractor's cost data

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 18 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and current burn rates against fiscal/funding constraints to support test and integration efforts. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RQ-7B test activities. Provide technical input to support the preparation or revision of developmental related acquisition documentation.

**3.3.1.13** Provide acquisition support services for the RQ-7B program, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

**3.3.1.14** Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony for the RQ-7B program while in the RDT&E phase.

**3.3.1.15** Provide technical support of the risk management process for the RQ-7B program, including identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

**3.3.1.16** Provide acquisition support of RQ-7B program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items related to the RDT&E phase of the program. Technical services will be provided to ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all test GFE and GFI assets in support of developmental efforts.

**3.3.1.17** Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts for the RQ-7B program.

### **3.3.2 APN Tasking**

The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the RQ-7B program:

**3.3.2.1** Provide analysis, technical advice and technical recommendations for acquisition strategy and technical solutions as it applies to the RQ-7B production acceptance process. Evaluate technical directives for applicability to the RQ-7B production activities.

**3.3.2.2** Recommend, review, and evaluate RQ-7B program production documentation for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

**3.3.2.3** Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the RQ-7B production item. Investigate program problems and failures during production.

**3.3.2.4** Provide technical input to RQ-7B production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts.

**3.3.2.5** Perform production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control. Investigate program problems and failures during the RQ-7B production phase.

**3.3.2.6** Provide production analysis of operations. Provide review and evaluation of production design data and documentation during the RQ-7B production phase.

**3.3.2.7** Support technical reviews, evaluate results and provide recommendations to the program during RQ-7B production activities.

**3.3.2.8** Integrate Environmental, Safety and Occupational Health (ESOH) requirements within the RQ-7B production phase.

**3.3.2.9** Provide technical input to RQ-7B production schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk.

**3.3.2.10** Review, provide analysis and recommendations concerning development of product performance requirements and participate in Technical Design Reviews. Assist in the preparation of ECP packages.

**3.3.2.11** Monitor and report on the prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in RQ-7B production activities.

**3.3.2.12** Review, analyze and assess validity of acceptance test criteria and results, processes, and documentation.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 19 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

### **3.3.3 O&MN Tasking - The Contractor Shall:**

**3.3.3.1** Conduct RQ-7B performance tracking and analysis of fleet systems.

**3.3.3.2** Provide changes and updates to existing RQ-7B technical manuals and publications, to include fleet operational discovered discrepancies.

**3.3.3.3** Provide life cycle, operations, and sustainment cost analyses for the RQ-7B program's APLM and IPT lead.

**3.3.3.4** Conduct management analysis of the impact on RQ-7B Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

**3.3.3.5** Provide configuration management and data management support for the RQ-7B program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

**3.3.3.6** Support technical reviews, evaluate results and provide recommendations to the RQ-7B program manager.

**3.3.3.7** Integrate Environmental, Safety and Occupational Health (ESOH) requirements for the RQ-7B program with the DoD acquisition process.

**3.3.3.8** Provide RQ-7B schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for sustainment activities.

**3.3.3.9** Review, provide analysis and recommendations concerning development of RQ-7B product performance requirements and participate in Technical Design Reviews and the preparation of ECP packages. Monitor and report on technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement.

**3.3.3.10** Collect, compile and analyze RQ-7B financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

**3.3.3.11** Consolidate, organize, maintain, and modify RQ-7B acquisition, budgetary, program execution, and contractual status information.

**3.3.3.12** Assist in preparing and maintaining the Master Government Furnished Equipment Lists (MGFEL) for the RQ-7B program.

**3.3.3.13** Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference room and resolve scheduling conflicts.

**3.3.3.14** Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

### **3.4 Other Customer Tasking:**

Other customer funds includes funding from multiple services, as well as Foreign Military Sales (FMS) case and administrative funds. The contractor shall support Technical and Programmatic staffs funded by other customers. Support will include Systems Engineering Analysis and Evaluation, Test/Evaluation/Demonstration execution; Design Documentation Execution and Tracking; Acquisition Document Development and Tracking; Acquisition Logistics; and Program Management Support.

#### **3.4.1 United States Marine Corps (USMC) Other Customers (OC) RDT&E Tasking - The Contractor shall:**

**3.4.1.1** Analyze and evaluate existing systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data.

**3.4.1.2** Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

**3.4.1.3** Provide systems engineering, independent assessments, data and recommendations.

**3.4.1.4** Evaluate technical directives for applicability. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

**3.4.1.5** Evaluate, investigate, and provide alternatives for concept development, design reviews, and engineering development.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 20 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.4.1.6** Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in System Design and Development to support Initial Operating Capability.

**3.4.1.7** Conduct studies pertaining to evaluation and analysis of the system performance.

**3.4.1.8** Investigate system problems or failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities.

**3.4.1.9** Provide analysis and review of current capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

**3.4.1.10** Identify integration requirements. Provide technical integration and software deliverables for commonality applications.

**3.4.1.11** Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of an end item.

**3.4.1.12** Perform programmatic support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support test and integration efforts. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RDT&E test activities. Provide technical input to support the preparation or revision of developmental related acquisition documentation.

**3.4.1.13** Provide acquisition support services, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

**3.4.1.14** Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony.

**3.4.1.15** Provide technical support of the risk management process, including identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

**3.4.1.16** Provide acquisition support of program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items related to the RDT&E phase of the program. Technical services will be provided to ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all test GFE and GFI assets in support of developmental efforts.

**3.4.1.17** Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts.

### **3.4.2 United States Marine Corps (USMC) OC Procurement Tasking**

The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the UAS IPT's Marine Corps customers:

**3.4.2.1** Provide analysis, technical advice and technical recommendations for acquisition strategy and technical solutions as it applies to the IPT production acceptance process. Evaluate technical directives for applicability to the IPT production activities.

**3.4.2.2** Recommend, review, and evaluate IPT production documentation for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

**3.4.2.3** Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the IPT production item. Investigate program problems and failures during production.

**3.4.2.4** Provide technical input to the IPT production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts.

**3.4.2.5** Perform production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control. Investigate program problems and failures during IPT production phase.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 21 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.4.2.6** Provide production analysis of operations. Provide review and evaluation of production design data and documentation during the IPT production phase.

**3.4.2.7** Support technical reviews, evaluate results and provide recommendations to the program during IPT production activities.

**3.4.2.8** Integrate Environmental, Safety and Occupational Health (ESOH) requirements with the IPT production phase.

**3.4.2.9** Provide technical input to IPT production schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk.

**3.4.2.10** Review, provide analysis and recommendations concerning development of product performance requirements and participate in Technical Design Reviews. Assist in the preparation of ECP packages.

**3.4.2.11** Monitor and report on the prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in IPT production activities.

**3.4.2.12** Review, analyze and assess validity of acceptance test criteria and results, processes, and documentation.

### **3.4.3 United States Marine Corps (USMC) O&M, Marine Corp (MC) Tasking**

The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support to the UAS integrated product team (IPT) Marine Corps customers. The contractor shall provide Program Management, Systems Engineering, Logistics, Training and Training Support, independent assessments, data, and recommendations to support Marine Corps customers. The Contractor shall perform the following efforts on an ongoing basis:

**3.4.3.1** Conduct performance tracking and analysis of fleet systems.

**3.4.3.2** Provide life cycle, operations, and sustainment cost analyses to the UAS programs APML and IPT lead.

**3.4.3.3** Provide configuration management and data management support for the UAS programs. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

**3.4.3.4** Support technical reviews, evaluate results and provide recommendations to the programs manager.

**3.4.3.5** Consolidate, organize, maintain, and modify the UAS acquisition, budgetary, program execution, and contractual status information.

**3.4.3.6** Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference room and resolve scheduling conflicts.

**3.4.3.7** Evaluate system integration, performance, supportability and quality of UAS installation aboard ships by working closely with IPT Lead and Engineering Staff.

**3.4.3.8** Provide liaison between government and industry personnel during shipboard installations and de-installations of UAS.

**3.4.3.9** Monitor all logistic support of UAS deployed assets.

**3.4.3.10** Maintain accountability of all Governmental Furnished Equipment (GFE) necessary for ship deployment to include ordering, outfitting, tracking and maintenance.

**3.4.3.11** Develop and disseminate weekly status reports on UAS deployments to both government and industry.

**3.4.3.12** Provide analytical, technical, operational and administrative support on UAS training research, plans, development, implementation, coordination, and documentation requirements. Assist in the development and revision of manpower and training plans and programs. Coordinate with Naval forces and formal training institutions on UAS training for new and existing UAS platforms.

**3.4.3.13** Provide Flight Training and familiarization of UAS units in Operation Enduring Freedom (OEF).

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 22 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.4.3.14** Assess situational awareness of Logistical support in OEF and other theaters of operation.

**3.4.3.15** Conduct analysis of all UAS systems sustainment (status of usability).

**3.4.3.16** Develop lessons learned from training provided to UAS Units.

**3.4.3.17** Provide preliminary planning for Digital Data Link UAS Deployment.

**3.4.3.18** Provide logistical support to Unmanned Systems Demonstration.

**3.4.4 OC, but not limited to FMS - The Contractor shall:**

**3.4.4.1** Analyze and evaluate existing systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data.

**3.4.4.2** Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

**3.4.4.3** Provide systems engineering, independent assessments, data and recommendations.

**3.4.4.4** Evaluate technical directives for applicability. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

**3.4.4.5** Evaluate, investigate, and provide alternatives for concept development, design reviews, and engineering development.

**3.4.4.6** Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in System Design and Development to support Initial Operating Capability.

**3.4.4.7** Conduct studies pertaining to evaluation and analysis of the system performance.

**3.4.4.8** Investigate system problems or failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities.

**3.4.4.9** Provide analysis and review of current capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

**3.4.4.10** Identify integration requirements. Provide technical integration and software deliverables for commonality applications.

**3.4.4.11** Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of an end item.

**3.4.4.12** Perform programmatic support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support test and integration efforts. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RDT&E test activities. Provide technical input to support the preparation or revision of developmental related acquisition documentation.

**3.4.4.13** Provide acquisition support services, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

**3.4.4.14** Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony.

**3.4.4.15** Provide technical support of the risk management process, including identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

**3.4.4.16** Provide acquisition support of program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items related to the RDT&E phase of the program. Technical services will be provided to ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all test GFE and GFI assets in support of developmental efforts.

**3.4.4.17** Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts.

### **3.4.5 OC Procurement Tasking**

The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 23 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the UAS IPT's other customers:

**3.4.5.1** Provide analysis, technical advice and technical recommendations for acquisition strategy and technical solutions as it applies to the IPT production acceptance process. Evaluate technical directives for applicability to the IPT production activities.

**3.4.5.2** Recommend, review, and evaluate IPT production documentation for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

**3.4.5.3** Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the IPT production item. Investigate program problems and failures during production.

**3.4.5.4** Provide technical input to the IPT production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts.

**3.4.5.5** Perform production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control. Investigate program problems and failures during IPT production phase.

**3.4.5.6** Provide production analysis of operations. Provide review and evaluation of production design data and documentation during the IPT production phase.

**3.4.5.7** Support technical reviews, evaluate results and provide recommendations to the program during IPT production activities.

**3.4.5.8** Integrate Environmental, Safety and Occupational Health (ESOH) requirements with the IPT production phase.

**3.4.5.9** Provide technical input to IPT production schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk.

**3.4.5.10** Review, provide analysis and recommendations concerning development of product performance requirements and participate in Technical Design Reviews. Assist in the preparation of ECP packages.

**3.4.5.11** Monitor and report on the prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in IPT production activities.

**3.4.5.12** Review, analyze and assess validity of acceptance test criteria and results, processes, and documentation.

#### **3.4.6 OC O&M Tasking**

The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support to the UAS integrated product team (IPT) other customers. The contractor shall provide Program Management, Systems Engineering, Logistics, Training and Training Support, independent assessments, data, and recommendations to support the other customers. The Contractor shall perform the following efforts on an ongoing basis:

**3.4.6.1** Conduct performance tracking and analysis of fleet systems.

**3.4.6.2** Provide life cycle, operations, and sustainment cost analyses to the UAS programs APML and IPT lead.

**3.4.6.3** Provide configuration management and data management support for the UAS programs. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

**3.4.6.4** Support technical reviews, evaluate results and provide recommendations to the programs manager.

**3.4.6.5** Consolidate, organize, maintain, and modify the UAS acquisition, budgetary, program execution, and contractual status information.

**3.4.6.6** Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference room and resolve scheduling conflicts.

**3.4.6.7** Evaluate system integration, performance, supportability and quality of UAS installation aboard ships by working closely with IPT Lead and Engineering Staff.

**3.4.6.8** Provide liaison between government and industry personnel during shipboard installations and de-installations of UAS.

**3.4.6.9** Monitor all logistic support of UAS deployed assets.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 24 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.4.6.10** Maintain accountability of all Governmental Furnished Equipment (GFE) necessary for ship deployment to include ordering, outfitting, tracking and maintenance.

**3.4.6.11** Develop and disseminate weekly status reports on UAS deployments to both government and industry.

**3.4.6.12** Provide analytical, technical, operational and administrative support on UAS training research, plans, development, implementation, coordination, and documentation requirements. Assist in the development and revision of manpower and training plans and programs. Coordinate with Naval forces and formal training institutions on UAS training for new and existing UAS platforms.

**3.4.6.13** Provide Flight Training and familiarization of UAS units in OEF.

**3.4.6.14** Assess situational awareness of Logistical support in OEF and other theaters of operation.

**3.4.6.15** Conduct analysis of all UAS systems sustainment (status of usability).

**3.4.6.16** Develop lessons learned from training provided to UAS Units.

**3.4.6.17** Provide preliminary planning for Digital Data Link UAS Deployment.

**3.4.6.18** Provide logistical support to Unmanned Systems Demonstration.

### **3.5 UAV Concept of Operations (CONOPS) Tasking:**

In support of the Navy's overall UAV strategy, this program develops Concept of Operations (CONOPS) that integrate UAVs into the Chief of Naval Operations By providing fleet input based on current operations with UAVs in a simulated combat environment, this CONOPS development investment is the foundation of how the Carrier Strike Group (CSG) will operate a combined Manned and Unmanned Naval Air Force. The Contractor shall provide program/project support; technical, configuration, and design review; production, and acquisition support for the UAV CONOPS integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

#### **3.5.1 Research Development Test & Evaluation RDTE Tasking -The contractor shall:**

**3.5.1.1** Provide analysis and review of current capabilities, shortfalls of existing UAV systems, and technical documentation as necessary to support decisions for transition of new technologies.

**3.5.1.2** Evaluate technical directives for applicability to UAVs and the CONOPS program. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis for CONOPS studies, demonstrations, and exercises.

**3.5.1.3** Evaluate, investigate, and provide alternatives for UAV concept development, design reviews, and engineering development, as defined in the CONOPS budget exhibit and in support of Naval and Joint missions from forward bases/platforms and naval ships.

**3.5.1.4** Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in System Design and Development to support the CONOPS Initial Operating Capability.

**3.5.1.5** Provide analysis and review of current UAV CONOPS capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

**3.5.1.6** Perform programmatic support services for the UAV CONOPS program to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support test and integration efforts. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of CONOPS test activities. Provide technical input to support the preparation or revision of developmental related acquisition documentation.

**3.5.1.7** Provide acquisition support services for the UAV CONOPS program, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

**3.5.1.8** Provide technical support of the risk management process for UAV CONOPS, including identifying and mitigating problems that directly contribute to a risk area for future UAVs. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

**3.5.1.9** Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts for UAV CONOPS.

### **3.6 Close Range O&M, N Tasking:**

The Close Range program is not an acquisition program of record; it provides operational imagery support when and where the need arises. This operational support is comprised of various operations consisting of: Naval Special Warfare (NSW), Crudes, Badger, and The AFSB. The contractor shall:

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 25 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.6.1 Ensure UAS contract Field Service Representatives (FSRs) meet all requirements issued by Theater and Combatant Commanders for deployment into Operation Freedom Sentence (OFS), and Operation Inherent Resolve (OIR) aboard Naval Vessels.

3.6.2 Coordinate FSR operations including forecasting and production of new and experienced contractors.

3.6.3 Evaluate system integration, performance, supportability and quality of UAS installation aboard ships by working closely with IPT Lead and Engineering Staff.

3.6.4 Provide completed Ship's Document Drawings (Red Lines) to authenticate condition of ship between deployments. Integrate photos within Redlines to maintain traceability of installed hardware.

3.6.5 Provide liaison between government and industry personnel during shipboard installations and de-installations of UAS.

3.6.6 Monitor all logistic support of UAS deployed assets.

3.6.7 Maintain accountability of all Governmental Furnished Equipment (GFE) necessary for ship deployment to include ordering, outfitting, tracking and maintenance.

3.6.8 Develop and disseminate weekly status reports on UAS deployments to both government and industry.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 26 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.6.9 Coordinate with Naval forces and formal training institutions on UAS training for existing UAS platforms.

3.6.10 Provide Flight Training and familiarization of UAS units in OFS/OIR.

3.6.11 Assess situational awareness of Logistical support in OFS/OIR.

3.6.12 Conduct analysis of all UAS systems sustainment (status of usability).

3.6.13 Develop lessons learned from training provided to UAS Units.

3.6.14 Provide logistical support to Unmanned Systems Demonstration.

#### 4.0 Security:

4.1 Only U.S. citizens may perform under this contract. All personnel must be able to obtain and maintain 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. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of Controlled Unclassified Information (CUI) and classified information, and to control distribution of CUI and classified information in accordance with all applicable documents listed below. The DoD Contract Security Classification Specification, DD Form 254 defines program specific security requirements. All controlled unclassified technical information shall be appropriately identified and marked as For Official Use Only in accordance with DoDM 5200.01 Vol 4 (Information Security Regulation) (Appendix 3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). The Contractor shall be responsible for ensuring all subcontractors implement Operations Security (OPSEC) Plan requirements, including the development and implementation of the any/all subcontractor OPSEC program(s).

4.2 The Contractor shall develop, implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with the DoD Manual 5220.22-M "National Industrial Security Program Operating Manual (NISPOM)" and DoD 5200.1-R Vol 4, Information Security Regulation. The DoD Contract Security Classification Specification, DD Form 254, Attachment J5, defines program specific security requirements. All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, classified equipment and materials and other equipment and materials.

4.3 The Contractor is required to provide Operations Security (OPSEC) protection for all classified information (as defined by FAR 4.402); and sensitive and technical information (as defined in Title 15, United States Code Section 278g-3 (d)(4)). Security policy, procedures and requirements for information are provided by DoD Manual 5220.22-M "National Industrial Security Program Operating Manual (NISPOM)." Use OPNAVINST 3432.1a and National Security Decision Directive (NSDD) 298 for the concept of OPSEC and apply the framework for telecommunications security in Defense Federal Acquisition Regulations Supplement (DFARS) Clause 252.239-7016, as appropriate. The Contractor will apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAV M-5510.36

4.4 The Contractor shall develop (or update, as applicable) the Program Protection Implementation Plan (PIIP) to ensure effective and efficient protection of essential program information, technologies and systems, and in accordance with Operational Security (OPSEC) requirements which will include (at a minimum):

- The Security Management structure.
- The CPI physical locations under the Contractor's or subcontractors' control.
- The vulnerability of the CPI under the Contractor's or subcontractors' control to intelligence collection in the following areas: Human Intelligence (HUMINT); Open Source Intelligence (OSINT); Signals Intelligence (SIGINT); Imagery Intelligence (IMINT); Computer Network Operations (CNO).
- Countermeasures at each site where CPI is held, from the following security domains (as applicable): physical security; personnel security; telecom and network security; application/systems development; cryptography; security architectures; operational security; network and IT access control.
- Any special handling procedures required for CPI, and procedures for recovering CPI in the event of a mishap. The Contractor shall address these procedures for all phases of the program, including (but not limited to): RDE&E; production; operations; maintenance; logistics; transportation; training; disposal.
- Procedures for ensuring compliance with U.S. Government export statutes and regulations.
- Procedures for public release of program information.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 27 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

4.5 A Program Protection Implementation Plan (PIIP) shall be required (CDRL A004).

4.6 Navy Marine Corps Intranet and any follow-on government directed Intranet computer resources shall 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 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.

4.6.1 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 order. Coordination of these services is to be conducted through the COR. Disposition or transfer instructions of previously acquired NMCI assets will be provided by the PCO as appropriate.

4.7 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 meet the security requirements to obtain and utilize a DoD Common Access Card (CAC) and certified Public Key Infrastructure (PKI) certification and encryption within 30 days of contract award.

4.8 The Contractor shall ensure that when transmitting FOUO, over non-secure e-mail (e.g. not connected to the NMCI network through Broadband Unclassified Remote Access System / Virtual Private network), those transmissions are encrypted using Department of Defense Public Key Infrastructure (DoD PKI), or an approved DOD External Certificate Authority (ECA), in accordance with DoD Instruction 8520.02, "Public Key Infrastructure (PKI) and Public Key (PK) Enabling," dated 24 May 2011.

4.9 The Contractor shall ensure that Contractor Owned and Operated Networks and Information Systems that process, store, display, manipulate, and/or transmit Unclassified Government Program technical data FOUO shall comply with the protective measures in accordance with DoD Directive Type Memorandum (DTM) 08-027, 31 July 2009, Security of Unclassified DoD Information on Non-DoD Information Systems. Contractor owned information systems that process, store, display, manipulate, and/or transmit classified Government information shall be certified and accredited by the appropriate Designated Approving Authority, Defense Security Service (DAA DSS).

4.10 Access to classified information is required. Base access shall be arranged through the Government Trusted Agent (TA) and Contracting Officer's Representative (COR). The contractor shall coordinate and provide a complete Contractor Base Access Request Form for access to any government installation to the TA.

4.11 Visit requests to military and government installations for classified or unclassified visits from subcontractors shall be sent via the prime contractor who will certify the need to know basis.

## 5.0 Other Direct Costs (ODC):

ODCs are based on a per annum Not To Exceed (NTE) amount. The Contractor may be required to provide miscellaneous supplies and hardware for the publication of reports and dissemination; and other equipment, supplies and mailings in support of this effort through Other Direct Costs (ODC). All purchase of material requires COR approval. Material support to include transportation cost, supplies pertinent to contractor supported activity are deemed acceptable ODC. Only those material expenses having prior COR approval shall be reimbursed to the Contractor. This ODC guidance does not apply to NMCI.

## 5.1 Travel:

Travel will be provided only when it is essential to the performance of the tasks detailed in the Labor section. Reimbursement for travel performed shall be in accordance with established Joint Travel Regulation rates. The COR shall approve all travel performed in support of this order prior to the commencement of the travel, with the exception of travel to destinations within the Arlington, VA vicinity, which do not require overnight accommodations. Travel may include general and administrative expenses, but shall not include profit Travel to the following locations is anticipated during the period of performance: Washington DC; Hunt Valley, MD; San Diego, CA; Ridgecrest, CA; 29 Palms, CA; Camp Pendleton, CA; Rancho Bernardo, CA; China Lake, CA; Pt. Mugu, CA; Huntsville, AL; Eglin AFB, FL; Hill AFB, UT; Yuma, AZ; Tucson, AZ; Ft. Huachuca, AZ; Panama City,

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 28 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FL; Pensacola, FL; Jacksonville, FL; Orange Park, FL; Nellis AFB, NV; Mechanicsburg, PA; Reiglesville, PA; Bethpage, NY; Chicago, IL; Bingen, WA; Boston, MA; Cherry Pt., NC; Norfolk, VA; Quantico, VA; Salt Lake City, UT; St. Johns, Newfoundland; Sidney, Australia; Melbourne, Australia; Brussels, Belgium; Norway, Sweden; Paris, France; London, United Kingdom; Canada; Ankara, Turkey. The government may direct other travel as necessary to accomplish assigned tasking. Local travel is not a reimbursable expense under this contract.

## 5.2 Material:

All materials not depleted during the performance of this order shall become Government property upon completion of this order. The contractor shall transfer all materials not depleted to the COR by way of Material Inspection and Receiving Report (DD Form 250). Other Direct Costs may include general and administrative expenses, but shall not include profit. Projected material requirements include, but are not limited to: photo copies, ink cartridges, paper, binders, transparencies, folders, notebooks, and computer diskettes.

## 6.0 Technical Data:

Technical data shall be provided as stated in the CDRLs: Monthly Contractor's Progress, Status and Management Report (CDRL A001); and Monthly Funds and Work-Hour Expenditure Report (CDRL A002), Incurred Cost and Progress Report (CDRL A003), Program Protection Implementation Plan (PIIP) (CDRL A004) are required.

## 7.0 Performance Metrics:

The work here shall be performance based. The performance metrics shall be found within Attachment (J3), Quality Assurance Surveillance Plan (QASP).

## 8.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER APPLICATION (ECMRA):

8.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAWCAD via a secure data collection site. The contractor is required to completely fill in all data fields using the following web address: <https://doncmra.nmci.navy.mil>. Reporting all 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. Contractor may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

## 9.0 Incurred Cost and Progress 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 and contract attachment J7.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 29 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

Items 4000-4005 and 6000-6004, and Option Items 7100-7104, 7200-7204, 7300-7304, 7400-7404, 9100-9104, 9200-9204, 9300-9304, and 9400-9404 - Packaging and marking are not applicable to these items.

Items 4006 Option Items 7105, 7205, 7305, and 7405 - Packaging and marking shall be in accordance with the clauses below and Exhibit A, DD Form 1423, Contract Data Requirements List (CDRL).

### 11RA HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### 11RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: \_\_\_\_\_  
 (Name of Individual Sponsor)  
 \_\_\_\_\_  
 (Name of Requiring Activity)  
 \_\_\_\_\_  
 (City and State)

\* To be completed at the Task Order level, when applicable.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 30 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

**Items 4000-4005 and 6000-6004, and Option Items 7100-7104, 7200-7204, 7300-7304, 7400-7404 9100-9104, 9200-9204, 9300-9304, and 9400-9404** - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Officer's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with the Section C Statement of Work and Section J, Attachment J3, Quality Assurance Surveillance Plan (QASP). Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A under the associated items 4006, Options 7105, 7205, 7305, and 7405 must be completed prior to final acceptance of the services identified herein.

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

**Items 4006, Option Items 7105, 7205, 7305, and 7405** - Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with the Exhibit A Contract Data Requirements Lists, DD Form 1423 in support of CLINS 4000-4005 and 6000-6004 and Options 7100-7104, 7200-7204, 7300-7304, 7400-7404, 9100-9104, 9200-9204, 9300-9304, and 9400-9404. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

### 11RA INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
4000-4999	Destination	Government	Destination	Government
5000-5999	Destination	Government	Destination	Government
6000-6999	Destination	Government	Destination	Government
7000-7999	Destination	Government	Destination	Government
8000-8999	Destination	Government	Destination	Government
9000-9999	Destination	Government	Destination	Government

Clauses incorporated by reference only:

#### **52.246-5 Inspection of Services - Cost-Reimbursement (apr 1984)**

Clauses Incorporated by Full Text:

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

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 31 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [N/A]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

\*Note: For the purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO"

**5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)**

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: Jessica Richard

Activity: PMA-263

Address: 22707 Cedar Point Road,  
Bldg. 3262,  
Patuxent River, MD 20670

Phone: (301)757-5866

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 32 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	2/1/2014 - 1/31/2015
4001	2/1/2014 - 1/31/2015
4002	2/1/2014 - 1/31/2015
4003	2/1/2014 - 1/31/2015
4004	7/1/2014 - 1/31/2015
4005	2/1/2014 - 1/31/2015
4006	2/1/2014 - 1/31/2015
6000	2/1/2014 - 1/31/2015
6001	2/1/2014 - 1/31/2015
6002	2/1/2014 - 1/31/2015
6003	2/1/2014 - 1/31/2015
6004	2/1/2014 - 1/31/2015
6005	2/1/2014 - 1/31/2015
7101	2/1/2015 - 1/31/2016
7102	2/1/2015 - 1/31/2016
7103	2/1/2015 - 1/31/2016
7105	2/1/2015 - 1/31/2016
7200	2/1/2016 - 1/31/2017
7201	2/1/2016 - 1/31/2017
7202	2/1/2016 - 1/31/2017
7203	2/1/2016 - 1/31/2017
7205	2/1/2016 - 1/31/2017
7300	2/1/2017 - 1/31/2018
7301	2/1/2017 - 1/31/2018
7302	2/1/2017 - 1/31/2018
7303	2/1/2017 - 1/31/2018
9101	2/1/2015 - 1/31/2016
9102	2/1/2015 - 1/31/2016
9103	2/1/2015 - 1/31/2016
9105	2/1/2015 - 1/31/2016
9200	2/1/2016 - 1/31/2017
9201	2/1/2016 - 1/31/2017
9202	2/1/2016 - 1/31/2017
9203	2/1/2016 - 1/31/2017
9300	2/1/2017 - 1/31/2018
9301	2/1/2017 - 1/31/2018
9302	2/1/2017 - 1/31/2018
9303	2/1/2017 - 1/31/2018

### CLIN - DELIVERIES OR PERFORMANCE

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 33 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

4000	2/1/2014 - 1/31/2015
4001	2/1/2014 - 1/31/2015
4002	2/1/2014 - 1/31/2015
4003	2/1/2014 - 1/31/2015
4004	7/1/2014 - 1/31/2015
4005	2/1/2014 - 1/31/2015
4006	2/1/2014 - 1/31/2015
6000	2/1/2014 - 1/31/2015
6001	2/1/2014 - 1/31/2015
6002	2/1/2014 - 1/31/2015
6003	2/1/2014 - 1/31/2015
6004	2/1/2014 - 1/31/2015
6005	2/1/2014 - 1/31/2015
7101	2/1/2015 - 1/31/2016
7102	2/1/2015 - 1/31/2016
7103	2/1/2015 - 1/31/2016
7105	2/1/2015 - 1/31/2016
7200	2/1/2016 - 1/31/2017
7201	2/1/2016 - 1/31/2017
7202	2/1/2016 - 1/31/2017
7203	2/1/2016 - 1/31/2017
7205	2/1/2016 - 1/31/2017
7300	2/1/2017 - 1/31/2018
7301	2/1/2017 - 1/31/2018
7302	2/1/2017 - 1/31/2018
7303	2/1/2017 - 1/31/2018
9101	2/1/2015 - 1/31/2016
9102	2/1/2015 - 1/31/2016
9103	2/1/2015 - 1/31/2016
9105	2/1/2015 - 1/31/2016
9200	2/1/2016 - 1/31/2017
9201	2/1/2016 - 1/31/2017
9202	2/1/2016 - 1/31/2017
9203	2/1/2016 - 1/31/2017
9300	2/1/2017 - 1/31/2018
9301	2/1/2017 - 1/31/2018
9302	2/1/2017 - 1/31/2018
9303	2/1/2017 - 1/31/2018

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 34 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7100	2/1/2015 - 1/31/2016
7104	2/1/2015 - 1/31/2016
7204	2/1/2016 - 1/31/2017
7304	2/1/2017 - 1/31/2018
7305	2/1/2017 - 1/31/2018
7400	2/1/2018 - 1/31/2019
7401	2/1/2018 - 1/31/2019
7402	2/1/2018 - 1/31/2019
7403	2/1/2018 - 1/31/2019
7404	2/1/2018 - 1/31/2019
7405	2/1/2018 - 1/31/2019
9100	2/1/2015 - 1/31/2016
9104	2/1/2015 - 1/31/2016
9204	2/1/2016 - 1/31/2017
9205	2/1/2016 - 1/31/2017
9304	2/1/2017 - 1/31/2018
9305	2/1/2017 - 1/31/2018
9400	2/1/2018 - 1/31/2019
9401	2/1/2018 - 1/31/2019
9402	2/1/2018 - 1/31/2019
9403	2/1/2018 - 1/31/2019
9404	2/1/2018 - 1/31/2019
9405	2/1/2018 - 1/31/2019

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

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

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

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

- (1) PCO, Naval Air Systems Command (AIR- 2.5.1.10)  
21983 Bundy Road., Bldg 441  
Patuxent River, MD 20670-1547

Program Office, PMA-263  
Naval Air Systems Command  
22707 Cedar Point Road., Bldg 3261  
Patuxent River, Md 20670-1547

- (2) ACO: Refer to Block 24 of the Basic Contract

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 35 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses:  
Program Office, PMA-263  
Naval Air Systems Command  
22707 Cedar Point Road., Bldg 3261  
Patuxent River, Md 20670-1547  
Contracting Officer's Representative (COR): TBD  
Phone: TBD

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

The services to be performed herein shall be performed at :

**ESTIMATED FULL TIME**

**EQUIVALENT (FTE)**

Place of Performance	Base	Option Period I	Option Period II	Option Period III	Option Period IV
Naval Air Station, Patuxent River, MD (Gov Site)	25	25	25	25	25
Pentagon, Washington, DC (Gov Site)	1	1	1	1	1
Naval Air Station, Pensacola, FL (Gov Site)	1	1	1	1	1
Contractor Site	13	13	13	13	13

**Historically the following labor categories are performed at the contractor site: One (1) Senior Administrative Analyst; Three (3) Senior Logistics Analysts; Three (3) FMS Senior Program Analysts; Four (4) Senior Program Management Analysts; One (1) Program Management Analyst; One (1) FMS Program Analyst and One (1) FMS Junior Management Analyst.**

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 36 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

(b) The Government shall make payment to the Contractor, subject to and in accordance with the clause in this contract entitled “FIXED FEE” (FAR 52.216-8) or “INCENTIVE FEE” (FAR 52.216-10), as applicable. Such payments shall be equal to See Attachment J4 for fee amounts for each CLIN of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled “ALLOWABLE COST AND PAYMENT” (FAR 52.216-7) subject to the withholding terms and conditions of the “FIXED FEE” or “INCENTIVE FEE” clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 37 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

“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 Central Contractor Registration 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): Cost Voucher

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

NAVAIR PMA-263  
Patuxent River, MD 20670, DODAAC: N00019

(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*

Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00421
Admin DoDAAC	S2404A
Inspect By DoDAAC	N00019
Ship To Code	N00019
Ship From Code	N/A

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 38 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Mark For Code N00019

Service Approver (DoDAAC) N00019

Service Acceptor (DoDAAC) N00019

Accept at Other DoDAAC N/A

LPO DoDAAC N/A

DCAA Auditor DoDAAC HAA819

Other DoDAAC(s) N/A

(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.

**COR: Jessica Richard** [jessica.richard1@navy.mil](mailto:jessica.richard1@navy.mil)

(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.: N/A

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

**PGI 204.7108 Payment instructions.**

(a) Scope. This section applies to contracts and any separately priced 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-materials/labor-hour line items; or

(3) Authorize financing payments.

(b) For contracts and orders covered by this subpart, the contracting officer shall insert numbered instructions in Section G (Contract Administration Data), to permit the paying office to charge the accounting classification citations assigned to that contract line item (see DFARS 204.7104-1(a)) in a manner that reflects the performance of work on the contract. When incorporating clauses by reference in Section G, cite the clause number, title, and date. If additional accounting classification citations are subsequently added, the payment instructions must be modified to include the additional accounting classification citations. Also, contracting officers shall not issue modifications that would create retroactive changes to payment instructions. All payment instruction changes shall be effective as of the date of the modification. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(c) Payment instructions-

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 39 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (1) Shall provide a methodology for the payment office to assign payments to the appropriate accounting classification citation(s), based on anticipated contract work performance;
  - (2) Shall be consistent with the reasons for the establishment of separate contract line items;
  - (3) Shall be selected from those provided in paragraph (d) of this section;
  - (4) Shall be revised to address the impact of changes to contract funding or significant disparities between existing instructions and actual contract performance;
  - (5) Shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied;
  - (6) Shall not be mixed within a level by contract type. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract type. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item;
  - (7) For contracts or orders that contain a combination of fixed-price, cost-reimbursement, and/or time-and-materials/labor-hour line items, shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items);
  - (8) For contracts or orders that contain foreign military sales requirements, shall include instructions for distribution of the contract financing payments to each country's account; and
  - (9) Shall use one of the standard payment instructions in paragraphs (d)(7) through (11) of this section unless the contracting officer documents in the contract file that there are significant benefits of requiring contractor identification of the contract line item on the payment request.
- (d) The numbered payment instructions ((d)(1) through (12)) below correspond to the automated payment instructions in the supporting systems; therefore, care should be exercised when identifying the numbered instructions below in Section G of the contract. Include either one contract-wide instruction or one or more line item specific instructions. The contracting officer shall not use a combination of contract-wide and line item specific instructions.
- (4) Line item specific: by fiscal year. 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, insert the following:

**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.

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

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

COR 1: Jessica Richard, 22707 Cedar Point Road, Patuxent River, MD 20670-1193, (301) 757-5866 to perform the following functions, duties, and/or responsibilities:[[See Attachment J2](#)]

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

ACOR 1: Michele Pressley, 22707 Cedar Point Road, Patuxent River, MD 20670-1193, (301) 342-0028 to perform the functions, duties, and/or responsibilities outlined below in the absence of [[See Attachment J7](#)].

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 40 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(c) The effective period of the COR designation is from 1 February 2014 to 31 July 2019 (inclusive option to extend services for 6 months).

**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 [REDACTED] (to be completed for each order) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] 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:

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} \text{ minus } \text{Expended LOE}) \text{ divided by } \text{Required LOE})$$

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 41 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

identifying compensated effort and uncompensated effort, if any.

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

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

(End of Clause)

**5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)**

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S)	ALLOTED TO
FIXED FEE	
See Attachment J4	\$ See Attachment
J4	

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)	ALLOTED TO COST	PERIOD OF PERFORMANCE
See Attachment J4	\$ See Attachment J4	See Attachment J4

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

**5252.232-9528 Reimbursement of Costs Associated with OPNAV Services (NAVAIR) (JUN 2012)**

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontracts. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

(End of clause)

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)**

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 42 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
3. Conduct Post-award functions	PCO
4. Review and evaluate contractor's proposal	PCO, COR, requiring activity
10. Attempt to resolve controversies using ADR procedures	PCO
16. Ensure timely notification by the contractor of estimated cost overruns	COR
24. Negotiate and execute documents for termination by convenience	PCO
27. Perform property administration	COR
30. (i) through (iv) - Property Management duties	COR
30. Modify contracts to reflect addition of Government - Furnished property	PCO
34. Monitor contract labor relations	PCO/COR
38. Ensure contractor compliance with contractual quality assurance requirements	COR
39. Ensure contractor compliance with contractual safety requirements	PCO, COR, requiring activity
47. Assist in evaluating/recommending acceptance of waiver/deviation requests	COR
51. Consent to placement of subcontractors	PCO
58. Ensure timely submission of required reports	COR
59. Issue administrative changes, error corrections, etc.	PCO
67. Support the program office for review, status, and problem resolution	PCO, COR, requiring activity

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
(1) Negotiate or execute supplemental agreements incorporating contract proposals resulting from change order	PCO
(4) Negotiate or execute supplemental agreements providing for de-obligation of unexpected dollar balances considered excess	PCO
(6) Negotiate changes to interim billing prices	PCO

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

Accounting Data

SLINID	PR Number	Amount
400301	1300397393	██████████
LLA :		
AA 97-11X8242 2868 000 74682 0 065916 2D PPKB4N 335380350SDA		

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 43 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Standard Number: 130039739300001

600301 1300397393 [REDACTED]

LLA :

AA 97-11X8242 2868 000 74682 0 065916 2D PPKB4N 335380350SDA

Standard Number: 130039739300002

[REDACTED]  
[REDACTED]  
MOD 01

400101 1300402228 [REDACTED]

LLA :

AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649

Standard Number: 130040222800001

400302 1300401841 [REDACTED]

LLA :

AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805

Standard Number: 130040184100001

400303 1300401841 [REDACTED]

LLA :

AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805

Standard Number: 130040184100004

400304 1300401841 [REDACTED]

LLA :

AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805

Standard Number: 130040184100003

600101 1300402228 [REDACTED]

LLA :

AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649

Standard Number: 130040222800001

600302 1300401841 [REDACTED]

LLA :

AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805

Standard Number: 130040184100001

600303 1300401841 [REDACTED]

LLA :

AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805

Standard Number: 130040184100004

600304 1300401841 [REDACTED]

LLA :

AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805

Standard Number: 130040184100003

600501 1300401841 [REDACTED]

LLA :

AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805

Standard Number: 130040184100001

600502 1300401841 [REDACTED]

LLA :

AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805

Standard Number: 130040184100004

600503 1300401841 [REDACTED]

LLA :

AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805

Standard Number: 130040184100003

600504 1300402228 [REDACTED]

LLA :

AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649

Standard Number: 130040222800001

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 44 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

████████████████████  
████████████████████

MOD 02

400102 1300402228-0002 ██████████  
LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
Standard Number: 130040222800002

400305 1300401841-0002 ██████████  
LLA :  
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002109805  
Standard Number: 130040184100005

400306 1300401841-0002 ██████████  
LLA :  
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805  
Standard Number: 130040184100012

400307 1300401841 ██████████  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805  
Standard Number: 130040184100015

400308 1300401841-0002 ██████████  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805  
Standard Number: 130040184100018

600102 1300402228-0002 ██████████  
LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
Standard Number: 130040222800003

600305 1300401841-0002 ██████████  
LLA :  
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002109805  
Standard Number: 130040184100010

600306 1300401841-0002 ██████████  
LLA :  
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805  
Standard Number: 130040184100013

600307 1300401841 ██████████  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805  
Standard Number: 130040184100016

600308 1300401841-0002 ██████████  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805  
Standard Number: 130040184100019

600505 1300402228-0002 ██████████  
LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
Standard Number: 130040222800004

600506 1300401841-0002 ██████████  
LLA :  
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002109805  
Standard Number: 130040184100011

600507 1300401841-0002 ██████████  
LLA :  
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805  
Standard Number: 130040184100014

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 45 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

600508 1300401841-0002 [REDACTED]  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805  
Standard Number: 130040184100017

600509 1300401841-0002 [REDACTED]  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805  
Standard Number: 130040184100020

[REDACTED]  
[REDACTED]  
MOD 03

400103 1300402228-0003 [REDACTED]  
LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
CIN: 130040222800005

400309 1300445360 [REDACTED]  
LLA :  
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002429738  
CIN: 130044536000001

400310 1300445360-0001 [REDACTED]  
LLA :  
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002429738  
CIN: 130044536000002

400311 1300445360-0001 [REDACTED]  
LLA :  
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002429738  
CIN: 130044536000003

400401 1300446646 [REDACTED]  
LLA :  
AK 97-11X8242 PRP4 251 00019 0 050120 2D 000000 A00002440089  
CIN: 130044664600001

600309 1300445360-0001 [REDACTED]  
LLA :  
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002429738  
CIN: 130044536000001

600310 1300445360-0001 [REDACTED]  
LLA :  
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002429738  
CIN: 130044536000002

600311 1300445360-0001 [REDACTED]  
LLA :  
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002429738  
CIN: 130044536000003

600510 1300445360-0001 [REDACTED]  
LLA :  
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002429738  
CIN: 130044536000003

[REDACTED]  
[REDACTED]  
MOD 04

400312 1300458910 [REDACTED]  
LLA :  
AL 97-11X8242 2815 000 74152 0 065916 2D PSPR44 413680310LGS  
CIN: 130045891000002

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 46 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

400313 1300458910 [REDACTED]  
 LLA :  
 AM 97-11X8242 28U3 000 74U32 0 065916 2D PRO04N 314180020GAC  
 CIN: 130045891000001

400314 1300459048 [REDACTED]  
 LLA :  
 AN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002559203  
 CIN: 130045904800001

600312 1300459048 [REDACTED]  
 LLA :  
 AN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002559203  
 CIN: 130045904800001

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

MOD 06

710101 1300473272 [REDACTED]  
 LLA :  
 AR 1751804 4D4D 251 00019 0 050120 2D 000000 A00002687306  
 CIN: 130047327200001

710201 1300474025 [REDACTED]  
 LLA :  
 AQ 1751319 J7A5 251 00019 0 050120 2D 000000 A00002693603  
 CIN: 130047402500001

710301 1300474342 [REDACTED]  
 LLA :  
 AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
 CIN: 130047434200001

710302 1300473204 [REDACTED]  
 LLA :  
 AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002686068  
 CIN: 130047320400001

710303 1300473204 [REDACTED]  
 LLA :  
 AT 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002686068  
 CIN: 130047320400002

710304 1300472729 [REDACTED]  
 LLA :  
 AU 97-11X8242 2848 000 74482 0 065916 2D PCOD4N 235780010CAA  
 CIN: 130047272900001

710305 1300472729 [REDACTED]  
 LLA :  
 AW 97-11X8242 28S5 000 74S52 0 065916 2D PIQA44 332580670SBB  
 CIN: 130047272900004

710306 1300472729 [REDACTED]  
 LLA :  
 AX 97-11X8242 28T3 000 74T32 0 065916 2D PLHF44 307080620LAF  
 CIN: 130047272900003

910101 1300473272 [REDACTED]  
 LLA :  
 AR 1751804 4D4D 251 00019 0 050120 2D 000000 A00002687306  
 CIN: 130047327200002

910201 1300474025 [REDACTED]  
 LLA :  
 AQ 1751319 J7A5 251 00019 0 050120 2D 000000 A00002693603

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 47 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CIN: 130047402500002

910301 1300474342 [REDACTED]  
 LLA :  
 AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
 CIN: 130047434200002

910302 1300473204 [REDACTED]  
 LLA :  
 AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002686068  
 CIN: 130047320400001

910303 1300472729 [REDACTED]  
 LLA :  
 AV 97-11X8242 2848 000 74482 0 065916 2D PCOD44 901380080SCY  
 CIN: 130047272900002

910501 1300474342 [REDACTED]  
 LLA :  
 AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
 CIN: 130047434200003

910502 1300474025 [REDACTED]  
 LLA :  
 AQ 1751319 J7A5 251 00019 0 050120 2D 000000 A00002693603  
 CIN: 130047402500003

910503 1300473272 [REDACTED]  
 LLA :  
 AR 1751804 4D4D 251 00019 0 050120 2D 000000 A00002687306  
 CIN: 130047327200003

910504 1300473204 [REDACTED]  
 LLA :  
 AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002686068  
 CIN: 130047320400001

910505 1300472729 [REDACTED]  
 LLA :  
 AW 97-11X8242 28S5 000 74S52 0 065916 2D PIQA44 332580670SBB  
 CIN: 130047272900004

910506 1300472729 [REDACTED]  
 LLA :  
 AX 97-11X8242 28T3 000 74T32 0 065916 2D PLHF44 307080620LAF  
 CIN: 130047272900003

[REDACTED]  
 [REDACTED]

MOD 07

710202 1300477232 [REDACTED]  
 LLA :  
 AZ 1751319 J4NA 251 00019 0 050120 2D 000000 A0002718331  
 CIN: 130047723200001

710203 1300474025-0001 [REDACTED]  
 LLA :  
 AQ 1751319 J7A5 251 00019 0 050120 2D 000000 A00002693603  
 130047402500004 \$170,158.27

710307 1300474342-0002 [REDACTED]  
 LLA :  
 AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
 CIN: 130047434200006

710308 1300476099 [REDACTED]  
 LLA :  
 AY 97-11X8242 PRQ4 251 00019 0 050120 2D 000000 A00002710580  
 CIN: 130047609900001

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 48 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

910507 1300477232 [REDACTED]  
LLA :  
AZ 1751319 J4NA 251 00019 0 050120 2D 000000 A0002718331  
CIN: 130047723200002

MOD 07 Funding 748245.14  
Cumulative Funding 5805896.96

MOD 08

710102 1300477231 [REDACTED]  
LLA :  
BA 1751804 4D4D 251 00019 0 050120 2D 000000 A00002718325  
CIN 130047723100001 \$593,465.77

910102 1300477231 [REDACTED]  
LLA :  
BA 1751804 4D4D 251 00019 0 050120 2D 000000 A00002718325  
CIN 130047723100002 \$21,478

910103 1300473272-0001 [REDACTED]  
LLA :  
AR 1751804 4D4D 251 00019 0 050120 2D 000000 A00002687306  
CIN 130047327200004 \$28,208.65

910508 1300477231 [REDACTED]  
LLA :  
BA 1751804 4D4D 251 00019 0 050120 2D 000000 A00002718325  
CIN 130047723100003 \$11,434.32

[REDACTED]  
[REDACTED]

MOD 09

910301 1300474342 [REDACTED]  
LLA :  
AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
CIN: 130047434200002

910501 1300474342 [REDACTED]  
LLA :  
AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
CIN: 130047434200003

[REDACTED]  
[REDACTED]

MOD 10

710309 1300507554 [REDACTED]  
LLA :  
BB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002935506  
CIN: 130050755400001

[REDACTED]  
[REDACTED]

MOD 11

710310 1300476099-0001 [REDACTED]  
LLA :  
AY 97-11X8242 PRQ4 251 00019 0 050120 2D 000000 A00002710580  
CIN: 130047609900002

910304 1300509172 [REDACTED]  
LLA :

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 49 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

BC 97-11X8242 2868 000 74682 0 065916 2D PPKB4N 335380390SDA  
CIN: 130050917200002

910305 1300509172 [REDACTED]  
LLA :  
BD 97-11X8242 28T3 000 74T32 0 065916 2D PLHF44 307080630LAF  
CIN: 130050917200001

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

MOD 13

910306 1300507554-0001 [REDACTED]  
LLA :  
BB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002935506  
CIN: 130050755400002

[REDACTED]  
[REDACTED]

MOD 14

910307 1300533302 [REDACTED]  
LLA :  
BE 97-11X8242 2868 000 74682 0 065916 2D PPKB4N 335380400SDA  
CIN 130053330200001 [REDACTED]  
FMS CASE PK-P-SDA

910308 1300533302 [REDACTED]  
LLA :  
BF 97-11X8242 28S5 000 74S52 0 065916 2D PIQA44 332580690SBB  
CIN 130053330200002: [REDACTED]  
FMS CASE IQ-P-SBB

910309 1300533302 [REDACTED]  
LLA :  
BG 97-11X8242 28M8 000 74M82 0 065916 2D PJ8044 526680010LAA  
CIN 130053330200003: [REDACTED]  
FMS CASE J8-P-LAA

[REDACTED]  
[REDACTED]

MOD 15

910104 1300532042 [REDACTED]  
LLA :  
BH 1761804 4D4D 251 00019 0 050120 2D 000000 A00003121428  
CIN 130053204200001: [REDACTED]

[REDACTED]  
[REDACTED]

MOD 16

720101 1300532428 [REDACTED]  
LLA :  
BM 1761804 4D4D 251 00019 0 050120 2D 000000 A00003125990  
CIN 130053242800001 [REDACTED]

720102 1300546600 [REDACTED]  
LLA :  
BS 1761804 4D4D 251 00019 0 050120 2D 000000 A00003250025  
CIN 130054660000001: [REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 50 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

720201 1300546631 [REDACTED]  
 LLA :  
 BN 1761319 J7A5 251 00019 0 050120 2D 000000 A00003250192  
 CIN 130054663100001 [REDACTED]

720301 1300542947 [REDACTED]  
 LLA :  
 BJ 97-11X8242 28M8 000 74M82 0 065916 2D PJ8044 526680180LAA  
 CIN 130054294700010: [REDACTED]  
 FMS CASE J8-P-LAA

720302 1300542947 [REDACTED]  
 LLA :  
 BK 97-11X8242 28S5 000 74S52 0 065916 2D PIQA44 332580700SBB  
 CIN 130054294700011 [REDACTED]  
 [REDACTED]

720303 1300546592 [REDACTED]  
 LLA :  
 BL 1761106 1A2A 252 67854 067443 2D M95450 6RCB881416QW  
 CIN 130054659200001 [REDACTED]

720304 1300543247 [REDACTED]  
 LLA :  
 BP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003222787  
 CIN 130054324700001: [REDACTED]  
 [REDACTED]

720305 1300544482 [REDACTED]  
 LLA :  
 BQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003232798  
 CIN 130054448200001: [REDACTED]

720306 1300546894 [REDACTED]  
 LLA :  
 BR 97-11X8242 PRR4 251 00019 0 050120 2D 000000 A00003252502  
 CIN 130054689400001: [REDACTED]  
 [REDACTED]

920101 1300532428 [REDACTED]  
 LLA :  
 BM 1761804 4D4D 251 00019 0 050120 2D 000000 A00003125990  
 CIN 130053242800002 [REDACTED]

920102 1300546600 [REDACTED]  
 LLA :  
 BS 1761804 4D4D 251 00019 0 050120 2D 000000 A00003250025  
 CIN 130054660000002: [REDACTED]

920201 1300546631 [REDACTED]  
 LLA :  
 BN 1761319 J7A5 251 00019 0 050120 2D 000000 A00003250192  
 CIN 130054663100002 [REDACTED]

920301 1300542947 [REDACTED]  
 LLA :  
 BK 97-11X8242 28S5 000 74S52 0 065916 2D PIQA44 332580700SBB  
 CIN 130054294700011 [REDACTED]  
 [REDACTED]

920302 1300546592 [REDACTED]  
 LLA :  
 BL 1761106 1A2A 252 67854 067443 2D M95450 6RCB881416QW  
 CIN 130054659200002 [REDACTED]

920303 1300543247 [REDACTED]  
 LLA :  
 BP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003222787  
 CIN 130054324700001: [REDACTED]  
 [REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 51 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

920304 1300544482 [REDACTED]  
LLA :  
BQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003232798  
CIN 130054448200001: [REDACTED]

[REDACTED]  
[REDACTED]  
MOD 17

920305 1300543247-0001 [REDACTED]  
LLA :  
BT 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003222787  
CIN 130054324700002: [REDACTED]

[REDACTED]  
[REDACTED]  
MOD 18

720103 1300546600-0001 [REDACTED]  
LLA :  
BS 1761804 4D4D 251 00019 0 050120 2D 000000 A00003250025  
CIN: 130054660000003: [REDACTED]

720202 1300546631-0001 [REDACTED]  
LLA :  
BN 1761319 J7A5 251 00019 0 050120 2D 000000 A00003250192  
CIN: 130054663100003: [REDACTED]

920103 1300546600-0001 [REDACTED]  
LLA :  
BS 1761804 4D4D 251 00019 0 050120 2D 000000 A00003250025  
CIN 130054660000004: [REDACTED]

[REDACTED]  
[REDACTED]  
MOD 19

920202 1300546631-0002 [REDACTED]  
LLA :  
BN 1761319 J7A5 251 00019 0 050120 2D 000000 A00003250192  
CIN 130054663100004: [REDACTED]

[REDACTED]  
[REDACTED]  
MOD 20

720307 1300581831 [REDACTED]  
LLA :  
BU 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003513757  
CIN 130058183100001: [REDACTED]

[REDACTED]  
[REDACTED]  
MOD 21

720308 1300546894-0001 [REDACTED]  
LLA :  
BR 97-11X8242 PRR4 251 00019 0 050120 2D 000000 A00003252502  
CIN 130054689400002: [REDACTED]

[REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 52 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[REDACTED]  
[REDACTED]  
[REDACTED]

MOD 23

720104 1300594858 [REDACTED]  
LLA :  
BV 1761804 4D4D 251 00019 0 050120 2D 000000 A00003598408  
CIN: 130059485800001: [REDACTED]

[REDACTED]  
[REDACTED]

MOD 24

730101 1300616720-0001 [REDACTED]  
LLA :  
BW 1771804 4D4D 251 00019 0 050120 2D 000000 A00003782113  
CIN: 130061672000001 [REDACTED]

730102 1300619184 [REDACTED]  
LLA :  
BX 1771804 4D4D 251 00019 0 050120 2D 000000 A00003800207  
CIN: 130061918400001 [REDACTED]

730103 1300619350 [REDACTED]  
LLA :  
CC 1771804 4D4D 251 00019 0 050120 2D 000000 A00003800949  
CIN: 130061935000002 [REDACTED]

730202 1300618898 [REDACTED]  
LLA :  
CB 1771319 J7A5 251 00019 0 050120 2D 000000 A00003797591  
CIN: 130061889800001 [REDACTED]

730301 1300617836 [REDACTED]  
LLA :  
BY 97-11X8242 2815 000 74152 0 065916 2D PSPR44 606180110LGX  
CIN: 130061783600010 [REDACTED]  
[REDACTED]

730302 1300617836 [REDACTED]  
LLA :  
BZ 97-11X8242 2868 000 74682 0 065916 2D PPKB4N 335380410SDA  
CIN: 130061783600011 [REDACTED]  
[REDACTED]

730303 1300617836 [REDACTED]  
LLA :  
CA 97-11X8242 28X8 000 74X82 0 065916 2D PV3044 629180010GAC  
CIN: 130061783600012 [REDACTED]  
[REDACTED]

730304 1300620112 [REDACTED]  
LLA :  
CD 1771106 1A2A 251 67854 067443 2D M95450 7RCB879716QW  
CIN: 130062011200002 [REDACTED]

930101 1300616720-0001 [REDACTED]  
LLA :  
BW 1771804 4D4D 251 00019 0 050120 2D 000000 A00003782113  
CIN: 130061672000002 [REDACTED]

930102 1300619350 [REDACTED]  
LLA :  
CC 1771804 4D4D 251 00019 0 050120 2D 000000 A00003800949  
CIN: 130061935000002 [REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 53 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

930201 1300618898 [REDACTED]  
 LLA :  
 CB 1771319 J7A5 251 00019 0 050120 2D 000000 A00003797591  
 CIN: 130061889800002 [REDACTED]

930301 1300617836 [REDACTED]  
 LLA :  
 BY 97-11X8242 2815 000 74152 0 065916 2D PSPR44 606180110LGX  
 CIN: 130061783600010 [REDACTED]  
 [REDACTED]

930302 1300617836 [REDACTED]  
 LLA :  
 BZ 97-11X8242 2868 000 74682 0 065916 2D PPKB4N 335380410SDA  
 CIN: 130061783600011 [REDACTED]  
 [REDACTED]

930303 1300617836 [REDACTED]  
 LLA :  
 CA 97-11X8242 28X8 000 74X82 0 065916 2D PV3044 629180010GAC  
 CIN: 130061783600012 [REDACTED]  
 [REDACTED]

930304 1300620112 [REDACTED]  
 LLA :  
 CD 1771106 1A2A 251 67854 067443 2D M95450 7RCB879716QW  
 CIN: 130062011200002 [REDACTED]

[REDACTED]  
 [REDACTED]

MOD 25

730305 1300617647 [REDACTED]  
 LLA :  
 CE 97-11X8242 PRS4 251 00019 0 050120 2D 000000 A00003787900  
 CIN: 130061764700001 [REDACTED]

730306 1300618338 [REDACTED]  
 LLA :  
 CF 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003793715  
 CIN: 130061833800001 [REDACTED]

[REDACTED]  
 [REDACTED]

MOD 26

730101 1300616720-0002 [REDACTED]  
 LLA :  
 BW 1771804 4D4D 251 00019 0 050120 2D 000000 A00003782113  
 CIN: 130061672000001 [REDACTED]  
 [REDACTED]

[REDACTED]  
 [REDACTED]

MOD 27

730307 1100620112-0001 [REDACTED]  
 LLA :  
 CD 1771106 1A2A 251 67854 067443 2D M95450 7RCB879716QW  
 CIN: 130062011200003 [REDACTED]

930305 1300620112-0001 [REDACTED]  
 LLA :  
 CD 1771106 1A2A 251 67854 067443 2D M95450 7RCB879716QW  
 CIN: 130062011200004 [REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 54 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[REDACTED]  
[REDACTED]

[REDACTED]

730104 1300619350-0001 [REDACTED]  
LLA :  
CC 1771804 4D4D 251 00019 0 050120 2D 000000 A00003800949  
CIN: 130061935000003 [REDACTED]

730203 1300618898-0001 [REDACTED]  
LLA :  
CB 1771319 J7A5 251 00019 0 050120 2D 000000 A00003797591  
CIN:130061889800003 [REDACTED]

730308 1300617836-0001 [REDACTED]  
LLA :  
CG 97-11X8242 28M9 000 74M92 0 065916 2D PU8044 721480560LBN  
CIN: 130061783600013 [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 55 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed **5** years in duration.

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

(d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

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

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

### H-22 BURDENED LABOR RATE

The contractor's fully burdened labor rates for the base year and for each option year, as proposed in Attachment P-7 Fully Burdened Labor Rates, shall be incorporated by reference into this task order.

(a) The executed fully burdened labor rate per hour shall not exceed the proposed fully burdened hourly rate, during the performance of this task order, unless authorized in writing by the Contracting Officer.

(b) Furthermore, unless otherwise authorized in writing by the Contracting Officer, the fully burdened labor rates authorized under this task order shall not exceed the established fully burdened functional labor rates as defined herein. The established fully burdened annualized and/or hourly labor rate identified below (otherwise referred to as tripwires) are identified by functional labor areas and are applicable to this task order\*.

Functional Area	Solicitation Labor Category	Annualized Rate (\$/WY)	Hourly Rate (\$/HR)
<b>Program Management</b>	Sr. Program Analyst	<b>\$250K</b>	<b>\$130.00</b>
	Program Analyst		
	Jr. Program Analyst		
	FMS Sr. Program Analyst		
	FMS Program Analyst		
	FMS Jr. Program Analyst		
	Configuration Management Analyst		

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 56 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

<b>Engineering</b>	System Analyst	<b>\$250K</b>	<b>\$130.00</b>
<b>Logistics</b>	Sr. Logistics Analyst	<b>\$192K</b>	<b>\$100.00</b>
	Logistics Analyst		
<b>Business</b>	Sr. Financial Analyst	<b>\$192K</b>	<b>\$100.00</b>
	Financial Analyst		
	Jr. Financial Analyst		
<b>Administrative</b>	Sr. Administrative Analyst	<b>\$96K</b>	<b>\$50.00</b>
	Administrative Analyst		

\*A "Fully Burdened Annualized Labor Rate" is calculated by taking the fully burdened labor rate per hour (inclusive of fee), and multiplying that figure by 1,920 hours. The fully burdened labor cost for any proposed subcontractor labor will be calculated in a similar manner and will also be inclusive of all pass-through costs being applied by the prime.

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 57 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 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 year 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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 58 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

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

**5252.210-9501 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.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 59 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 60 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

TM

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 61 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

(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)**

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

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

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 62 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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) (JAN 2012)**

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00039-10-D-0010, "Ordering" clause.

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

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

NAVAIR Clause 5252.237-9503 Ordering Procedures for Navy Marine Corps Intranet (NMCI) and the associated [Attachment \(J6\)](#) are hereby suspended from use under this contract/order effective 1 October 2015.

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

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 63 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 64 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Lauren Martz  
AIR -2 .5.1.10  
(301) 737-7141  
[lauren.martz@navy.mil](mailto:lauren.martz@navy.mil)

or

Christin J. Simpson  
AIR -2 .5.1.10.3  
(301) 342-4592  
[christin.simpson@navy.mil](mailto:christin.simpson@navy.mil)

Naval Air Warfare Center Aircraft Division  
21983 Bundy Road  
Bldg. 441  
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 NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 65 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

Nomenclature/Description	Part/Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
NMCI Services provided for off-site contractor (The list specific to the order can be obtained by the COR form the designated NMCI POC or AIR 7.2)	7400003615	HP	WLPAXR143476	1/EA	Yes	\$1,100.00
	5100367883	HP	MXL3060J7P	1/EA	Yes	\$1,100.00
	7400001131	Dell	JSHZ5V1	1/EA	Yes	\$1,100.00

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

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

[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/dlms/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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 66 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

#### **H.6 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL**

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the Seaport Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.

2. In addition, for Orders under Item 4000 or Award Term Option Item 7000, the Contractor agrees to assign to the Task Order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.

3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- an explanation of the circumstances necessitating the substitution;
- a complete resume of the proposed substitute; and
- any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **5252.215-9511 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION (NAVAIR)(OCT 2005)**

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition. In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 67 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

Clauses Incorporated by reference:

52.216-8 -- Fixed Fee (Jun 2011)  
52.219-8 -- Utilization of Small Business Concerns (Jan 2011)

Clauses Incorporated by full text:

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

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

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

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

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

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

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

- (1) Is exempt from disclosure under the Freedom of Information Act ([5 U.S.C. 552](#)) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

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

- (1) Among the sources of personal conflicts of interest are—
  - (i) Financial interests of the covered employee, of close family members, or of other members of the covered

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 68 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

employee's household;

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

(iii) Gifts, including travel.

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

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

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

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

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

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

(vi) Real estate investments;

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

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

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

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

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

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

(C) Gifts, including travel; and

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

(2) For each covered employee—

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

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

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

(3) Inform covered employees of their obligation—

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

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 69 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
- (iii) To avoid even the appearance of personal conflicts of interest;

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

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

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

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

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

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

(c) Mitigation or waiver.

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

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

(ii) A waiver of the requirement.

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

(3) The Contractor shall—

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

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

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

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

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

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 70 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if —

(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 71 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontract awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSR database at <http://www.fsr.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 72 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

information is incorrect, the contractor is responsible for correcting this information.

## **52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010)**

### **(a) Exceptions from certified cost or pricing data.**

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR [15.403-4](#) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 73 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

### **52.237-3 Continuity of Services (Jan 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

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

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

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 74 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

**52.216-1 -- Type of Contract (Apr 1984)**

The Government contemplates award of a Cost Plus Fixed Fee task order under the Seaport multiple award contract resulting from this solicitation.

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

**09RA 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 within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**52.222-2 Payment for Overtime Premiums (Jul 1990)**

a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*\$0.00 or the overtime premium is paid for work --

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

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

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

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

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

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 75 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Title 37, United States Code; or

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

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

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

(End of clause)

**252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)**

describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

accomplished exclusively or partially at private expense.

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party,

except that the Government may reproduce, release, or disclose such data or authorize

the use or reproduction of the data by persons outside the Government if—

further reproduction, release, disclosure, or use of the technical data; and

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 76 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

such reproduction, release, disclosure, or use.

method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be

identified in a license agreement made part of this contract.

paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license

negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has

released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

Identification and Assertion of Restrictions on the Government's Use, Release,

or Disclosure of Technical Data.

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

(End of identification and assertion)

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

(End of legend)

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

(End of legend)

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 77 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SPECIAL LICENSE RIGHTS

(End of legend)

(End of clause)

### **252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)**

accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

accomplished exclusively or partially at private expense.

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

as commercial computer software under paragraph (a)(1) of this clause.

mean the Government's rights to—

(a)(15)(i) and (iii) of this clause; and

paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer

software documentation than are enumerated in paragraph (a)(14) of the Rights in

Technical Data--Noncommercial Items clause of this contract.

with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a

license negotiated under paragraph (b)(4) of this clause, or by others to whom the

recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 78 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

(End of identification and assertion)

GOVERNMENT PURPOSE RIGHTS

Contract No.  
Contractor Name  
Contractor Address

Expiration Date

(End of legend)

RESTRICTED RIGHTS

Contract No.  
Contractor Name  
Contractor Address

(End of legend)

SPECIAL LICENSE RIGHTS

(End of legend)

(End of clause)

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

contract under the Small Business Innovation Research Program, the Rights in

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 79 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Noncommercial Technical Data and Computer Software--Small Business Innovation

Research (SBIR) Program clause.

Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be

generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

Technical Data or			
Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

Date

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

(End of identification and assertion)

**52.245-1 GOVERNMENT PROPERTY (APR 2012) - ALTERNATE I (APR 2012) (DEVIATION)**

**52.245-2 Government Property Installation Operation Services.**

As prescribed in [45.107\(b\)](#), insert the following clause:

Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 80 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(d) Except as Property clause of this contract.

(e) Government provided in this clause, Government property furnished under this contract shall be governed by the Government operty provided under this clause:

**52.245-9 Use and Charges (Apr 2012)**

**252.211-7007 Reporting of Government-Furnished Property**

**252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (APR 2012)**

**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)**

**252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)**

**252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)**

**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)**

**252.242-7005 Contractor Business Systems.**

As prescribed in [242.7001](#), use the following clause:

**CONTRACTOR BUSINESS SYSTEMS (FEB 2012)**

(a) This clause only applies to covered contracts that are subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1 (see the FAR Appendix).

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

“Acceptable contractor business systems” means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

“Contractor business systems” means—

- (1) Accounting system, if this contract includes the clause at [252.242-7006](#), Accounting System Administration;
- (2) Earned value management system, if this contract includes the clause at [252.234-7002](#), Earned Value Management System;
- (3) Estimating system, if this contract includes the clause at [252.215-7002](#), Cost Estimating System Requirements;
- (4) Material management and accounting system, if this contract includes the clause at [252.242-7004](#), Material Management and Accounting System;
- (5) Property management system, if this contract includes the clause at [252.245-7003](#), Contractor Property Management System Administration; and
- (6) Purchasing system, if this contract includes the clause at [252.244-7001](#), Contractor Purchasing System Administration.

“Significant deficiency,” in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(c) *General.* The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.

(d) *Significant deficiencies.* (1) The Contractor shall respond, in writing, within 30 days to an initial determination

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 81 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(e) *Withholding payments.* (1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost-reimbursement, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) *Payment withhold percentage limits.*

(i) The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means any of the following payments authorized under this contract:

(i) Interim payments under—

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts;

(D) Labor-hour contracts.

(ii) Progress payments.

(iii) Performance-based payments.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 82 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(f) *Correction of deficiencies.* (1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (e) of this clause, and not bill for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will reduce withholding directly related to the significant deficiencies identified in the Contractor notification by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the payment withholding from billings on interim cost vouchers directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(End of clause)

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 83 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

### **252.244-7001 Contractor Purchasing System Administration.**

*Basic.* As prescribed in [244.305-71](#) and [244.305-71\(a\)](#), use the following clause:

#### CONTRACTOR PURCHASING SYSTEM ADMINISTRATION-BASIC (MAY 2014)

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

“Acceptable purchasing system” means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

“Purchasing system” means the Contractor’s system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable purchasing system. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) *System criteria.* The Contractor’s purchasing system shall—

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS);

(2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;

(11) Document negotiations in accordance with FAR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 84 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the FAR and DFARS flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of 41 U.S.C. chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the FAR and DFARS, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract, including the requirements of [252.246-7007](#), Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources, including the requirements of [252.246-7007](#), Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements, including the requirements of [252.246-7007](#), Contractor Counterfeit Electronic Part Detection and Avoidance System, and the item marking requirements of [252.211-7003](#), Item Unique Identification and Valuation, if applicable;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and
- (24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if—
- (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
  - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) *Significant deficiencies.* (1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
- (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
- (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 85 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the clause at [252.242-7005](#), Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 86 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

### Exhibits:

Exhibit\_A\_CDRLs\_A001\_A004

### Attachments:

Attachment\_J1\_Organizational\_Conflict\_of\_Interest

Attachment\_J2\_COR Appointment Letter

Attachment\_J3\_Quality\_Assurance\_Surveillance\_Plan

Attachment\_J4\_Task\_Order\_Ceiling\_Spreadsheet

Attachment\_J5\_DD\_Form\_254

Attachment\_J6\_NAVAIR\_Process\_and  
Procedures\_Direct\_Funded\_Contractors(DFCs\_Requiring\_NMCI\_Access

Attachment\_J7\_Incurred\_Cost

ACOR\_Designation\_Michele\_Pressley

Attachment\_J4\_Spreadsheet\_Mod04

Attachment J4 Spreadsheet MOD 6

Attachment J4 - Spreadsheet MOD 07

Attachment\_J4\_Mod\_08

Attachment\_J4\_Mod\_09

Attachment J4 Mod 10

Attachment J4 for Mod 11

Attachment J4 - Mod-13

Attachment\_J4\_MOD\_14

Attachment\_J4\_MOD\_15

External Mod for 16

Attachment\_J4\_Mod\_16

Attachment\_J4\_Mod\_17

J4 MOD 18

J4 MOD 19

J4 MOD 20

J4 MOD 21

CONTRACT NO. N00178-08-D-5651	DELIVERY ORDER NO. N00178-08-D-5651-M803	AMENDMENT/MODIFICATION NO. 28	PAGE 87 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

J4 MOD 23

J4 MOD 24

J4 MOD 25

J4 MOD 26

Attachment J4 MOD 27

J4 MOD 28