

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 44	3. EFFECTIVE DATE 03-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. 1300162365		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 shayne.kenny@navy.mil 301-342-4426	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
shayne.kenny@navy.mil 301-342-4426

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARINC Engineering Services, LLC 2551 Riva Road Annapolis MD 21401	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4016-M801
	10B. DATED (SEE ITEM 13) 02-Nov-2006
CAGE CODE 1WAV4	FACILITY CODE 075916762

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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Josephine A Scully, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Josephine A Scully (Signature of Contracting Officer)	16C. DATE SIGNED 03-Jun-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to obligate funds for continued contract support. Accordingly, said Task Order is modified as follows: CLIN 4401 is incrementally funded in the amount of 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 by from

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
440103	RDT&E			

The total value of the order is hereby increased by

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Item 0001 SPS Text PR1300107784 (ARINC LABOR) 1 Lite Program Element 0604402N2 \$182,048.33 LOA 97X4930 NH2A 255 77777 0 050120 000000, Cost Code WC018PR03711, CIN 130010778400001It em 0002 SPS Text PR1300107784 (ARINC TRAVEL) 1 Lite Program Element 0604402N2 \$20,833.00 LOA 97X4930 NH2A 255 77777 0 050120 000000, Cost Code WC018PR03711, CIN 130010778400002			
1000AA	SubCLIN in support of CLIN 1000 (OTHER)			
1001	RESEARCH AND DEVELOPMENT SUPPORT OF JPALS AND N-UCAS PROGRAM INCLUDING DATA IN ACCORDANCE WITH FORM 1423-2, CONTRACT DATA REQUIREMENTS LIST (OTHER)			
100101	FUNDING FOR CLIN 1001 (OTHER)			
100102	FUNDING FOR CLIN 1001 (OTHER)			
100103	FUNDING FOR CLIN 1001 (OTHER)			
100104	FUNDING FOR CLIN 1001 (OTHER)			
100105	FUNDING FOR CLIN 1001 (OTHER)			
100106	FUNDING FOR CLIN			

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1001 (OTHER)

100107 FUNDING FOR CLIN
1001 (OTHER)

100108 FUNDING FOR CLIN
1001 (OTHER)

100109 FUNDING FOR CLIN
1001 (OTHER)

100110 FUNDING FOR CLIN
1001 (OTHER)

100111 FUNDING FOR CLIN
1001 (OTHER)

100112 FUNDING FOR CLIN
1001 (OTHER)

100113 FUNDING FOR CLIN
1001 (OTHER)

100114 FUNDING FOR CLIN
1001 (OTHER)

100115 FUNDING FOR CLIN
1001 (OTHER)

100116 FUNDING FOR CLIN
1001 (OTHER)

100117 FUNDING FOR CLIN
1001 (OTHER)

100118 FUNDING FOR CLIN
1001 (OTHER)

100119 FUNDING FOR CLIN
1001 (OTHER)

100120 FUNDING FOR CLIN
1001 (OTHER)

100121 FUNDING FOR CLIN
1001 (OTHER)

100122 FUNDING FOR CLIN
1001 (OTHER)

100123 FUNDING FOR CLIN
1001 (OTHER)

100124 FUNDING FOR CLIN
1001 (OTHER)

100125 FUNDING FOR CLIN
1001 (OTHER)

100126 FUNDING FOR CLIN
1001 (OTHER)

1101 RESEARCH AND
DEVELOPMENT
SUPPORT OF JPALS

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AND N-UCAS
PROGRAM INCLUDING
DATA IN
ACCORDANCE WITH
FORM 1423-2,
CONTRACT DATA
REQUIREMENTS LIST
(OTHER)

110101 FUNDING FOR CLIN
1101 (OTHER)

110102 FUNDING FOR CLIN
1101 (OTHER)

110103 FUNDING FOR CLIN
1101 (OTHER)

110104 FUNDING FOR CLIN
1101 (OTHER)

110105 FUNDING FOR CLIN
1101 (OTHER)

110106 FUNDING FOR CLIN
1101 (OTHER)

110107 FUNDING FOR CLIN
1101 (OTHER)

110108 FUNDING FOR CLIN
1101 (OTHER)

110109 FUNDING FOR CLIN
1101 (OTHER)

110110 FUNDING FOR CLIN
1101 (OTHER)

110111 FUNDING FOR CLIN
1101 (OTHER)

110112 FUNDING FOR CLIN
1101 (OTHER)

110113 FUNDING FOR CLIN
1101 (OTHER)

110114 FUNDING FOR CLIN
1101 (OTHER)

110115 FUNDING FOR CLIN
1101 (OTHER)

110116 FUNDING FOR CLIN
1101 (OTHER)

110117 FUNDING FOR CLIN
1101 (OTHER)

110118 FUNDING FOR CLIN
1101 (OTHER)

110119 FUNDING FOR CLIN
1101 (OTHER)

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110120 FUNDING FOR CLIN
1101 (OTHER)

110121 FUNDING FOR CLIN
1101 (OTHER)

110122 FUNDING FOR CLIN
1101 (OTHER)

110123 FUNDING FOR CLIN
1101 (OTHER)

110124 FUNDING FOR CLIN
1101 (OTHER)

1201 RESEARCH AND
DEVELOPMENT
SUPPORT OF JPALS
AND N-UCAS
PROGRAM INCLUDING
DATA IN
ACCORDANCE WITH
FORM 1423-2,
CONTRACT DATA
REQUIREMENTS LIST
(RDT&E)

120101 Funding for CLIN
1201 (RDT&E)

120102 Funding for CLIN
1201 (RDT&E)

120103 Funding for CLIN
1201 (RDT&E)

120104 Funding for CLIN
1201 (RDT&E)

120105 Funding for CLIN
1201 (RDT&E)

120106 Funding for CLIN
1201 (RDT&E)

120107 Funding for CLIN
1201 (RDT&E)

120108 Funding for CLIN
1201 (RDT&E)

120109 Funding for CLIN
1201 (RDT&E)

120110 Funding for CLIN
1201 (RDT&E)

120111 Funding for CLIN
1201 (RDT&E)

120112 Funding for CLIN
1201 (RDT&E)

120113 Funding for CLIN

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1201 (RDT&E)

120114 Funding for CLIN
1201 (RDT&E)

120115 Funding for CLIN
1201 (RDT&E)

120116 Funding for CLIN
1201 (RDT&E)

120117 Funding for CLIN
1201 (RDT&E)

120118 Funding for CLIN
1201 (RDT&E)

120119 Funding for CLIN
1201 (RDT&E)

120120 Funding for CLIN
1201 (RDT&E)

120121 Funding for CLIN
1201 (RDT&E)

120122 Funding for CLIN
1201 (RDT&E)

120123 Funding for CLIN
1201 (RDT&E)

120124 Funding for CLIN
1201 (RDT&E)

120125 Funding for CLIN
1201 (RDT&E)

120126 Funding for CLIN
1201 (RDT&E)

120127 Funding for CLIN
1201 (RDT&E)

120128 Funding for CLIN
1201 (RDT&E)

120129 Funding for CLIN
1201 (RDT&E)

120130 Funding for CLIN
1201 (RDT&E)

120131 Funding for CLIN
1201 (RDT&E)

120132 Funding for CLIN
1201 (RDT&E)

120133 Funding for CLIN
1201 (RDT&E)

120134 Funding for CLIN
1201 (RDT&E)

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120135 Funding for CLIN
1201 (RDT&E)

120136 Funding for CLIN
1201 (RDT&E)

120137 Funding for CLIN
1201 (RDT&E)

120138 Funding for CLIN
1201 (RDT&E)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	MATERIAL AND TRAVEL		
3000AA	Material and Travel (OTHER)		
3001	MATERIAL AND TRAVEL IN SUPPORT OF CLIN 1001. (OTHER)		
300101	FUNDING FOR CLIN 3001 (OTHER)		
300102	FUNDING FOR CLIN 3001 (OTHER)		
300103	FUNDING FOR CLIN 3001 (OTHER)		
300104	FUNDING FOR CLIN 3001 (OTHER)		
300105	FUNDING FOR CLIN 3001 (OTHER)		
300106	FUNDING FOR CLIN 3001 (OTHER)		
300107	FUNDING FOR CLIN 3001 (OTHER)		
300108	FUNDING FOR CLIN 3001 (OTHER)		
300109	FUNDING FOR CLIN 3001 (OTHER)		
3002	NMCI SEAT (OTHER)		
300201	FUNDING FOR CLIN 3002 (OTHER)		
3101	MATERIAL AND TRAVEL IN SUPPORT OF CLIN 1101. (OTHER)		

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310101 Funding for CLIN
3101 (OTHER)

310102 Funding for CLIN
3101 (OTHER)

310103 Funding for CLIN
3101 (OTHER)

310104 Funding for CLIN
3101 (OTHER)

310105 Funding for CLIN
3101 (OTHER)

310106 Funding for CLIN
3101 (OTHER)

310107 Funding for CLIN
3101 (OTHER)

310108 Funding for CLIN
3101 (OTHER)

310109 Funding for CLIN
3101 (OTHER)

310110 Funding for CLIN
3101 (OTHER)

310111 FUNDING FOR CLIN
3101 (OTHER)

3102 NMCI Seat (RDT&E)

310201 Funding for CLIN
3102 (RDT&E)

310202 Funding for CLIN
3102 (RDT&E)

3201 MATERIAL AND
TRAVEL IN SUPPORT
OF CLIN 1201.
(RDT&E)

320101 Funding for CLIN
3201 (RDT&E)

320102 Funding for CLIN
3201 (RDT&E)

320103 Funding for CLIN
3201 (RDT&E)

320104 Funding for CLIN
3201 (RDT&E)

320105 Funding for CLIN
3201 (RDT&E)

320106 Funding for CLIN
3201 (RDT&E)

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320107 Funding for CLIN
3201 (RDT&E)

320108 Funding for CLIN
3201 (RDT&E)

320109 Funding for CLIN
3201 (RDT&E)

320110 Funding for CLIN
3201 (RDT&E)

320111 Funding for CLIN
3201 (RDT&E)

320112 Funding for CLIN
3201 (RDT&E)

320113 Funding for CLIN
3201 (RDT&E)

320114 Funding for CLIN
3201 (RDT&E)

320115 Funding for CLIN
3201 (RDT&E)

3202 NMCI SERVICES
(OTHER)

320201 Funding for CLIN
3202 (OTHER)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4301	RESEARCH AND DEVELOPMENT SUPPORT OF JPALS AND N-UCAS PROGRAM INCLUDING DATA IN ACCORDANCE WITH FORM 1423-2, CONTRACT DATA REQUIREMENTS LIST (RDT&E)			
430101	Funding for CLIN 4301 (RDT&E)			
430102	Funding for CLIN 4301 (RDT&E)			
430103	Funding for CLIN 4301 (RDT&E)			
430104	Funding for CLIN 4301 (RDT&E)			
430105	Funding for CLIN 4301 (RDT&E)			

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430106 Funding for CLIN
4301 (RDT&E)

430107 Funding for CLIN
4301 (RDT&E)

430108 Funding for CLIN
4301 (RDT&E)

430109 Funding for CLIN
4301 (RDT&E)

430110 Funding for CLIN
4301 (RDT&E)

430111 Funding for CLIN
4301 (RDT&E)

430112 Funding for CLIN
4301 (RDT&E)

430113 Funding for CLIN
4301 (RDT&E)

430114 Funding for CLIN
4301 (RDT&E)

430115 Funding for CLIN
4301 (RDT&E)

430116 Funding for CLIN
4301 (RDT&E)

430117 Funding for CLIN
4301 (RDT&E)

430118 Funding for CLIN
4301 (RDT&E)

430119 Funding for CLIN
4301 (RDT&E)

430120 Funding for CLIN
4301 (RDT&E)

430121 Funding for CLIN
4301 (RDT&E)

430122 Funding for CLIN
4301 (RDT&E)

430123 Funding for CLIN
4301 (RDT&E)

430124 Funding for CLIN
4301 (RDT&E)

430125 Funding for CLIN
4301 (RDT&E)

430126 Funding for CLIN
4301 (RDT&E)

430127 Funding for CLIN

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4301 (RDT&E)

430128 Funding for CLIN
4301 (RDT&E)

430129 Funding for CLIN
4301 (RDT&E)

430130 Funding for CLIN
4301 (RDT&E)

430131 Funding for CLIN
4301 (RDT&E)

430132 Funding for CLIN
4301 (RDT&E)

430133 Funding for CLIN
4301 (RDT&E)

430134 Funding for CLIN
4301 (RDT&E)

430135 Funding for CLIN
4301 (RDT&E)

430136 Funding for CLIN
4301 (RDT&E)

430137 Funding for CLIN
4301 (RDT&E)

430138 Funding for CLIN
4301 (RDT&E)

430139 Funding for CLIN
4301 (RDT&E)

430140 Funding for CLIN
4301 (RDT&E)

430141 Funding for CLIN
4301 (RDT&E)

430142 Funding for CLIN
4301 (RDT&E)

430143 Funding for CLIN
4301 (RDT&E)

430144 Funding for CLIN
4301 (RDT&E)

430145 Funding for CLIN
4301 (RDT&E)

430146 Funding for CLIN
4301 (RDT&E)

430147 Funding for CLIN
4301 (RDT&E)

430148 Funding for CLIN
4301 (RDT&E)

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430149 Funding for CLIN
4301 (RDT&E)

430150 Funding for CLIN
4301 (RDT&E)

430151 Funding for CLIN
4301 (RDT&E)

430152 Funding for CLIN
4301 (RDT&E)

430153 Funding for CLIN
4301 (RDT&E)

430154 Funding for CLIN
4301 (RDT&E)

430155 Funding for CLIN
4301 (RDT&E)

430156 Funding for CLIN
4301 (RDT&E)

430157 Funding for CLIN
4301 (RDT&E)

430158 Funding for CLIN
4301 (RDT&E)

430159 Funding for CLIN
4301 (RDT&E)

430160 Funding for CLIN
4301 (RDT&E)

4401 RESEARCH AND
DEVELOPMENT
SUPPORT OF JPALS
AND N-UCAS
PROGRAM INCLUDING
DATA IN
ACCORDANCE WITH
FORM 1423-2,
CONTRACT DATA
REQUIREMENTS LIST
(RDT&E)

440101 Funding for CLIN
4401 (RDT&E)

440102 Funding for CLIN
4401 (RDT&E)

440103 Funding for CLIN
4401 (RDT&E)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6301	MATERIAL AND TRAVEL IN SUPPORT			

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OF CLIN 4301.
(RDT&E)

- 630101 Funding for CLIN
6301 (RDT&E)
- 630102 Funding for CLIN
6301 (RDT&E)
- 630103 Funding for CLIN
6301 (RDT&E)
- 630104 Funding for CLIN
6301 (RDT&E)
- 630105 Funding for CLIN
6301 (RDT&E)
- 630106 Funding for CLIN
6301 (RDT&E)
- 630107 Funding for CLIN
6301 (RDT&E)
- 630108 Funding for CLIN
6301 (RDT&E)
- 630109 Funding for CLIN
6301 (RDT&E)
- 630110 Funding for CLIN
6301 (RDT&E)
- 630111 Funding for CLIN
6301 (RDT&E)
- 630112 Funding for CLIN
6301 (RDT&E)
- 630113 Funding for CLIN
6301 (RDT&E)
- 630114 Funding for CLIN
6301 (RDT&E)
- 630115 Funding for CLIN
6301 (RDT&E)
- 630116 Funding for CLIN
6301 (RDT&E)
- 630117 Funding for CLIN
6301 (RDT&E)
- 630118 Funding for CLIN
6301 (RDT&E)
- 630119 Funding for CLIN
6301 (RDT&E)
- 630120 Funding for CLIN
6301 (RDT&E)
- 630121 Funding for CLIN
6301 (RDT&E)

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630122 Funding for CLIN
6301 (RDT&E)

630123 Funding for CLIN
6301 (RDT&E)

630124 Funding for CLIN
6301 (RDT&E)

630125 Funding for CLIN
6301 (RDT&E)

630126 Funding for CLIN
6301 (RDT&E)

630127 Funding for CLIN
6301 (RDT&E)

630128 Funding for CLIN
6301 (RDT&E)

630129 Funding for CLIN
6301 (RDT&E)

6401 MATERIAL AND
TRAVEL IN SUPPORT
OF CLIN 1001.
(RDT&E)

640101 Funding for CLIN
6401 (RDT&E)

CLINs 1001, 1101, 1201, 4301, and 4401, on this task order are Cost Plus Fixed Fee.

CLINs 3001, 3101, 3201, 6301, and 6401, on this task order are Cost Reimbursable only and Non-Fee Bearing CLINs.

Note 1: Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

Note 2: Exercise of option CLINs in award term periods are contingent upon the award term option period of the basic contract being exercised.

Note 3: FOR INFORMATIONAL AND BIDDING PURPOSES ONLY. The estimated composition of the total level of effort by labor category is as follows:

Labor Category	Base Yr.	Option I	Option II	Option III	Option IV
Program Manager	900	925	925	925	925
Engineering PM - JPALS	300	450	450	450	450
Engineering PM - UCAS	1928	1928	1928	1928	1928
Sr. Systems Engineer - JPALS	1928	1928	1928	1928	1928
SRGPS SME - JPALS	1928	1928	1928	1928	1928

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Systems Engineer - UCAS	1500	1500	1650	1720	1720
Systems Engineer - UCAS	1928	1928	1928	1928	1928
Systems Engineer - UCAS	1928	1928	1928	1928	1928
Systems Engineer - JPALS	300	400	400	450	450
Sr. Flight Test Engineer - UCAS	1200	1200	1300	1300	1350
Sr. Flight Test Engineer - JPALS	500	500	500	750	750
Sr. Electrical Engineer - JPALS	1000	1000	1000	1000	1000
Sr. Electrical Engineer - UCAS	1000	1000	1000	1000	1000
Jr. Electrical Engineer - JPALS	1928	1928	1928	1928	1928
Jr. Electrical Engineer - UCAS	1928	1928	1928	1928	1928
Mid. Electrical Engineer - JPALS	1928	1928	1928	1928	1928
Mid. Electrical Engineer - UCAS	1446	1446	1446	1446	1446
Datalink Engineer - JPALS	1928	1928	1928	1928	1928
Software Engineer - JPALS	1928	1928	1928	1928	1928
Jr. Specialty Engineer - JPALS	1928	1928	1928	1928	1928
Jr. Specialty Engineer - JPALS	950	950	950	950	950
Jr. Specialty Engineer - UCAS	1928	1928	1928	1928	1928
Jr. Specialty Engineer - UCAS	950	950	950	950	950
Field Engineer - JPALS	950	950	950	950	950
Field Engineer - UCAS	950	950	950	950	950
Jr. Field Engineer - JPALS	1446	1446	1446	1446	1446
Jr. Field Engineer - UCAS	1446	1446	1446	1446	1446
Jr. Mech. Engineer - JPALS	1928	1928	1928	1928	1928
Jr. Mech. Engineer - UCAS	1928	1928	1928	1928	1928
Sr. Technician - JPALS	1500	1500	1500	1500	1500

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Sr. Technician - UCAS	1500	1500	1500	1500	1500
Operations Analyst - UCAS	900	900	900	1025	1100
Operations Analyst - JPALS	250	250	400	400	400
Staff Analyst - JPALS	1928	1928	1928	1928	1928
QA Tech - UCAS	60	60	75	75	75
QA Tech - JPALS	60	60	75	75	75
Mid Drafter- UCAS	482	482	482	482	482
Mid Drafter - JPALS	482	482	482	482	482
Mid Tech Editor - UCAS	482	482	482	482	482
Mid Tech Editor - JPALS	482	482	482	482	482
Tech Admin Asst. - UCAS	920	920	1000	1000	1000
Tech Admin Asst. - JPALS	920	920	1000	1000	1000
Financial Analyst - UCAS	60	60	75	75	75
Financial Analyst - JPALS	60	60	75	75	75
Total	51,916	52,191	52,811	53,306	53,431

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 263,655 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 1,014 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE BASED WORK STATEMENT FOR JOINT PRECISION APPROACH AND LANDING SYSTEMS (JPALS) AND NAVY UNMANNED COMBAT AERIAL SYSTEMS (N-UCAS)

The ATC Systems Division, NAWCAD Patuxent River Code 4.5.8, located at St. Inigoes, MD is the In-Service Engineering Agent (ISEA) and Software Support Activity (SSA) for Air Traffic Control and Landing Systems (ATC&LS). The ATC Division also provides systems engineering support to developmental programs such as the Joint Precision Approach and Landing System (JPALS) and Navy Unmanned Combat Aerial System (N-UCAS) programs. The JPALS and N-UCAS programs are integrating GPS based, automated landing systems in a carrier environment. ATC Systems Division is acquiring program management and engineering support for the JPALS and the N-UCAS programs.

1.1 **Scope** To provide support to the JPALS and N-UCAS programs, the ATC Systems Division performs the following systems engineering processes: requirements definition and analysis; prototyping; test and evaluation; technical assistance; systems analysis and engineering; software development, integration and maintenance; hardware development, installation, and maintenance; test data acquisition, reduction, and analysis; technical logistics support; configuration management; training support; and program and project management. This performance based work statement establishes the requirements for Production and Engineering Services under the SEAPORT-E Contract.

2. **APPLICABLE DOCUMENTS** Documents will be provided "as required" from the Government, please see the Contract Data Requirements Listing (CDRL), Exhibit A. In the event of conflict between the documents referenced and the contents of this SOW, the SOW shall supersede. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only.

2.1 Military Specifications Provided as required

2.2 Military Standards Provided as required

2.3 Other Documents

a. N-UCAS Common Objectives Document (COD)

b. Concept of Operations for Future Air Traffic Control Operations using the Sea-based Joint Precision Approach and Landing System (JPALS)

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2.4 All Information Assurance (IA) will be in compliance with the following:

- a. DoD 5239.1--Introduction to Information Systems Security
- b. DoD 5239.2--Terms, Abbreviations, and Acronyms
- c. DoD 5239.3--Designated Approving Authority (DAA) Guidebook
- d. CJCSI 6211.02B--Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- e. CJCSI 6212.01C--Interoperability and Supportability of Information Technology and National Security Systems
- f. CJCSI 6250.01A--Satellite communications
- g. CJCSI 6215.01B--Policy for Department of Defense voice Networks
- h. DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- i. DoDD 8500.1--Information Assurance
- j. DoDI 8500.2--Information Assurance Implementation
- k. DoDI 8510.bb--DoD Information Assurance certification and Accreditation Process (DIACAP) (DRAFT)
- l. DoDI 8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP)
- m. CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002

3. **REQUIREMENTS** The contractor shall provide requirements definition and engineering support for the N-UCAS and JPALS programs and shall work in conjunction with the JPALS and N-UCAS teams within NAWCAD 4.5.8 division. When asked for analysis, recommendations, alternatives, estimates, reviews, research, plans, the contractor shall present their findings in report form unless tasked otherwise. (CDRL A011, A016, A017, A023)

3.1 General Requirements

3.1.1 Contract Program Management

a. Project Control

1. **Budget:** The contractor shall maintain cost accounting data, including data on utilization of proposed labor and reimbursable expenses.
2. **Milestones/Schedules:** The Contractor shall monitor work performed against milestones planned to assure that each project objective is met according to schedule.

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3. **Purchasing System:** The Contractor shall track, manage, and otherwise account for purchases made on behalf of the Government under the authority of this delivery order with a Purchasing System.

4. **Contract Management Reports** (Periodic, recurring submissions of resource expenditures and progress against the applicable planned activities): The Contractor shall provide a monthly Progress Report, which cover overall delivery order status and specific status on each effort or task. In the format as described in Paragraph 11, the contractor shall also deliver a monthly Cost Funding Status Report. **(CDRL A001, A002)**

b. Documentation of Reimbursable Expenses

The Contractor shall maintain current and accurate documentation of all expenses incurred in the performance of work under this delivery order. Original receipts and invoices, copies of originals, or summaries of all expenses charged to travel and other direct costs will be made available to the COR upon request.

3.2 Detailed Requirements

3.2.1 **Carrier Suitability** – N-UCAS The contractor shall provide CV Suitability products and services to include, as a minimum, system engineering, operational assessment analysis, training support, development of the concept of operations, future air traffic control requirements & design analysis, and CV integration, and test and evaluation associated with the N-UCAS and associated CV work centers and their systems/sub-systems. This includes general investigative support for N-UCAS milestone decisions, system requirements documentation, and presentation of program information. Program management support shall include management of cost, schedule, and performance of assigned programs and associated contracts for CV aviation systems being modified to support the integration of NUCAS. **(CDRL A014)**

3.2.1.1 **Progress Reports** The contractor shall provide monthly progress reports for the N-UCAS CV Suitability team progress including Automated Air Refueling efforts of the CV Working Group, X-45 CSA efforts and X-47 CSA efforts. **(CDRL A002)**

3.2.1.2 **Briefings and Plans** The contractor shall provide architecture briefings and plans for the Automated Air Refueling efforts of the CV Working Group, X-45 CSA efforts and X-47 CSA efforts, as required. **(CDRL A022)**

3.2.2 **Systems Engineering and System Acquisition Support** The contractor shall provide engineering and program management expertise to support systems engineering and acquisition. Specifically, the contractor shall:

a. Develop, maintain, and update program documents including but not limited to: Concept of Operations (CONOPS); Capability Description Document (CDD); System Requirements Document (SRD); Demonstration System Requirements Documents (DSRD), Cost Analyses, Analyses of Alternatives (AOA), Acquisition Strategies, Program Schedules, Test and Evaluation Master Plans (TEMP), Specifications, Engineering Change Proposal (ECP) documentation, Configuration Control Board (CCB) documentation, Software Support Activity (SSA) requirements documentation, Interface Control Documents (ICD), Test and Evaluation Requirements Analysis (TERA) and other documents essential to the system acquisition process. **(CDRL A003, A014)**

b. Provide systems engineering support to the Carrier Suitability team for the purposes of developing the Automated Air Refueling Technology as related to N-UCAS operations in the CV control area.

c. Identify system and integration requirements, and evaluate integration performance. **(CDRL A005)**

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d. Attend Design Reviews, Risk Meetings, Systems Working Group Meetings, Technical Interchange Meetings, Program Review Meetings, and Test Planning Meetings in support of system/software development and test and evaluation projects as required to perform the specified cost analysis tasks. **(CDRL A013)**

e. Provide assistance in the development of Technology Maturation and Technology Readiness Assessments.

f. Provide support for Technical Demonstrations including planning and documentation such as DSRD.

g. Analyze system operational requirements, functional requirements, installation requirements, operator interface requirements, hardware-software requirements, and specifications for new or modified systems and equipment. **(CDRL A005)**

h. Ensure proper flow-down and traceability of requirements throughout the requirements-to-design process. **(CDRL A005)**

i. Support system integration efforts. This encompasses on-site system and software engineering support for the systems engineering projects, including requirements development, software configuration management, unit testing and installed system testing.

3.2.3 Technical Development Planning The contractor shall provide engineering and program management expertise to support technical development planning. Specifically, the contractor shall:

a. Provide alternatives and recommendations for program development, test and evaluation, and fleet support. **(CDRL A023)**

b. Perform technical reviews of flight tests and demonstrations and provide recommendations for meeting project objectives. **(CDRL A023)**

c. Coordinate with appropriate NAVAIR activities for program development and technical review.

d. Attend meetings as authorized by Government Personnel as technical and subject matter experts with Navy, other DOD and government organizations, and other contractor organizations as necessary to disseminate/gather information and/or coordinate the program activities. **(CDRL A013)**

3.2.4 Modeling and Simulation (M&S) Support for CV Suitability The Contractor shall support M&S efforts to include design development, analysis and test and evaluation. **(CDRL A004, A005, A006, A007, A008, A009, A010, A011, A012, A017)**

Specifically, the contractor shall:

a. Develop hardware-in-the-loop models to be used in simulations.

b. Develop cost and lead time estimates for simulations to be developed.

c. Provide support for budgeting and planning for simulation software purchases.

d. Conduct analysis to ensure that simulation designs are cost effective and satisfy requirements.

e. Analyze requirements and design simulations for platforms and provide design alternatives with tradeoff analysis and risk assessments.

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- f. Develop specifications detailing design and expected performance.
- g. Prepare status reports describing simulations under development.
- h. Provide professional engineering skills and knowledge in solving problems that arise during the development or modification of simulation systems.
- i. Review simulation designs and conduct reviews.
- j. Integrate Unified Modeling Language (UML) use cases into the simulation environment.
- k. Monitor and assess simulation development and collaborate in resolving issues.
- l. Identify problems found during development and provide corrective recommendations. **(CDRL A023)**
- m. Develop, participate in, and evaluate human-machine interface demonstrations with planned government facilities.

3.2.5 Certification Planning The Contractor shall support the development of a certification plan for ATC Operations in the CV environment by providing inputs, reviewing, and commenting as required on the proposed Certification Methodology, testing, coordinating the development of certification criteria and documentation, and supporting civil interoperability planning, certification and rule-making efforts associated with flight in the National Airspace (NAS) including participation in RTCA committees, working groups and other relevant forums as directed by the government. Ensure timely coordination of SHIPMAIN and certification process. **(CDRL A010)**

3.2.6 Test and Evaluation Support The contractor shall provide test and evaluation engineering expertise to support test planning, management, and execution and system integration efforts. This encompasses on-site system and software engineering support for the systems engineering projects, including requirements development, software configuration management, unit testing and installed system testing. The contractor shall support data collection, analysis, and test report and coordinate test activities and resources with government and commercial service providers. **(CDRL A010)**

3.2.7 Concept of Operations (CONOPS) The contractor shall work with the system vendors, OPNAV, and the fleet to write and update the CONOPS for both Operational Assessment and Fleet introduction. **(CDRL A003)**

Specifically, the contractor shall:

- a. Plan, participate in, and/or conduct meetings and briefings with operational decision makers, pilots, controllers, deck personnel, air boss, etc to obtain fleet feedback and acceptance. **(CDRL A022)**
- b. Provide requirements definition and clarification. Focus on system capabilities; the operational concept, environment, scenarios; and end user expectations and needs. **(CDRL A005)**
- c. Develop the release schedule for CONOPS updates and coordinate with Fleet Project Teams on same. **(CDRL A014)**
- d. Serve the Integrated Product Teams and Future Air Traffic Control (FATC) lab evaluations, to evaluate architecture options and provide definition.

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3.2.8 Data Link Technology Support The contractor shall provide engineering support for evaluation of the candidate data link solutions in support of SRGPS navigation and landing solutions. Specifically the contractor shall:

- a. Identify and clarify operational Data Link (DL) requirements.
- b. Evaluate performance by participating in periodic demonstrations, team meetings, technical discussions and teleconferences.
- c. Evaluate data links such as the Tactical Targeting Network Technology (TTNT) data link technology, as related to N-UCAS operations in the CV control area.
- d. Coordinate with Joint Tactical Radio System (JTRS) Program Office for future integration of candidate waveforms.
- e. Coordinate with lead platforms in development and integration of DL solutions as required and directed by the government.
- f. Provide engineering support for evaluation of the candidate data link technologies as related to JPALS operations in the sea based environment.

3.2.9 Future Air Traffic Control Requirements & Design Analysis

3.2.9.1 Analysis

3.2.9.1.1 Navy Simulation/Stimulation Assets The contractor shall conduct an analysis of existing Navy simulation and stimulation assets. The analysis shall include each simulation's capabilities, interfaces, assumptions, limitations, architecture, hardware/software requirements and Life Cycle Costs. The analysis shall include, but not be limited to:

- a. Carrier Air Traffic Control Center (CATCC) Trainer
- b. Amphibious Air Traffic Control Center (AATCC) Trainer
- c. Battle Force Tactical Training System (BFTT) Air Management Node
- d. Landing Signal Office (LSOT) Trainer

3.2.9.1.2 FATC System Interface Requirements The contractor shall identify and capture interface requirements for the following systems (**CDRL A005, A007, A009, A012**):

- a. Ship Relative Global Positioning System (SRGPS)
- b. Tactical Targeting Network Technology (TTNT)
- c. Aviation Data Management and Control System (ADMACS) Integrated Shipboard Information System (ISIS)
- d. Landing Signal Officer (LSO) Visual Systems
- e. Pri-Fly Console

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f. TPX-42B (V)14

g. N-UCAS Data Link

h. Fleet Aircraft Cockpit Displays

3.2.9.1.3 CONOPS

The contractor shall identify and capture the following CONOPS requirements (**CDRL A003, A005**):

- a. CONOPS Scenarios with N-UCAS aircraft
- b. Operator-Issued Data Link Commands
- c. Voice Recognition to Data Link Commands
- d. Voice over IP (VoIP)
- e. Data to Voice
- f. Data Link to Speech Synthesis

3.2.9.2 Simulation Design

3.2.9.2.1 FATC Integration Lab Simulation/Stimulation The contractor shall design a FATC lab simulation to stimulate operational components during integration and testing. The contractor simulation shall be based on their documented findings and approved approach. The proposed FATC simulation shall support simulated and live NUCAS aircraft.

3.2.9.2.2 CONOPS Lab Simulation/Stimulation The contractor shall design a CONOPS simulation to evaluate and demonstrate ATC proposed operational procedures and man-machine interfaces. The contractor CONOPS simulation shall be based on documented findings and approved approach. The proposed CONOPS simulation shall support simulated and live N-UCAS aircraft.

3.2.10 Fabrication The contractor shall design and integrate SRGPS prototype equipment. Integrations may be required in aircraft platforms, ship platforms, the fixed site, and mobile van configurations. The design shall include HW and SW platform emulation, required HW interfaces to the host platform and all required hardware including sensors, data recorders, racks, wiring, and connectors. The contractor shall prepare and deliver integration design documentation for both the initial design and for the as-built configuration. (**CDRL A007, A008, A009, A012**)

3.2.11 Ship Integration The contractor will interface with PMA213 in support of AIR 4.5.8, providing required expertise, information, and documentation to support management of all the programs, systems and products relating to the ship integration of the JPALS into the applicable air capable platforms and environments. This shall include

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coordination with PMA251 (Landing Systems), PEO Carrier, NAVAIR, NAVSEA and other government entities as directed, to collect data for costing and integration on related ship systems and subsystems. The technical support shall consist of system engineering, operational assessment analysis, training, revisions to the operational concept and gap analyses of future air traffic control requirements. This includes general investigative research in ship integration to support JPALS milestone decisions, system requirements documentation, assistance in the development of a shipboard integration guide, and presentations of program information. **(CDRL A007, A008, A009, A012)**

3.2.12 Aircraft Integration The contractor will interface to PMA213, and in support of AIR 4.5.8, providing required expertise, information, and documentation to support management of the aircraft integration aspects of the JPALS program to include providing assistance in coordinating across the air platforms and PMAs, including PMA209 (Common Avionics) as required. The Contractor shall perform liaison duties with the lead platforms including the F/A-35 Joint Strike Fighter, N-UCAS and F/A-18, assisting in the coordination of interim solutions as required. The contractor shall assist lead platforms with gap analysis and provide recommendations to the government regarding cost and schedule for aircraft integration. In addition, the contractor shall provide technical support in developing an aircraft integration guide. Additional technical support shall consist of systems engineering, operational assessments analyses, training applications, revisions to operational concepts, and evaluation of future air traffic control requirements. The contractor shall also provide phase in plans for platforms integration both, forward-fit and retrofit. **(CDRL A007, A008, A009, A012)**

3.2.13 Program Management Support The contractor shall provide Program/Project Management support for AIR 4.5.8 and associated tasks described within this PBWS. The contractor shall support project task definition and workload planning, acquisition management, funds management, and financial cost accounting. Support shall include project and program level planning, populating, updating and revising program specific information. The contractor shall respond to administrative and programmatic data calls, and provide administrative planning related to program events and day-to-day operations of assigned projects, and support administrative planning, record keeping, data entry, communications, and program administration related to day-to-day operations and activities of assigned projects. In addition, the contractor shall:

- a. Support development of life cycle cost estimates, Work Breakdown Structure (WBS) and WBS Dictionary development, Management Control System (MCS) execution and other program management tasks as assigned.
- b. Perform cost analysis in support of systems development, test and evaluation, fielding, operations and support.
- c. Provide cost support for Joint Services cost estimating and analysis efforts. These include services such as preparing life-cycle-cost estimates and analysis, budget submittal documentation, schedules, tracking status and funding expenditures, and resources.
- d. Update Navy cost models to accommodate the refinement of system design definition, and perform necessary investigations to refine and improve the associated cost element relations (CERs).
- e. Provide tailored project support documentation and reports as required. **(CDRL A022)**
- f. Participate in the development of acquisition plans, schedules and budgets for the systems in accordance with the Program Planning Budgeting System (PPBS) and DOD-5000.2, or the Government specified (and provided) equivalent. The acquisition plans, schedules and budgets will account for specific program elements, platform implementations, and execution goals. **(CDRL A014)**
- g. Provide alternatives and recommendations for program development, test and evaluation, and fleet support. **(CDRL A023)**
- h. Coordinate with appropriate NAVAIR activities for program development and technical reviews.
- i. Attend meetings as authorized by the government as technical and subject matter experts with Navy, other DOD

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and government organizations as necessary to disseminate/gather information and/or coordinate the program activities.

j. The contractor shall provide risk management support. This support includes identification, assessment, management and tracking of program risks using the risk management database software tool prescribed by the government. The Contractor shall schedule and convene regular Risk Board meetings and attend other associated meetings as required to support the Risk Management effort. The Contractor shall track risk actions, publish minutes of meetings, maintain and update the risk database, and provide risk training. **(CDRL A023)**

k. Provide support for the configuration control board of the appropriate documentation in support of the developmental programs.

l. Provide administrative assistance as required in support of the above tasks.

3.2.14 **SECURITY REQUIREMENTS** The work to be performed will involve access to handling of classified material up to and including Secret in accordance with the DD 254 in Section J of the solicitation. The Contractor shall submit to NAWCAD 7.4.4 an Operations Security (OPSEC) Plan which includes procedures to: protect sensitive Government information, identify the Contractor's activities during the performance of the contract, define security responsibilities and requirements, and define security practices and procedures in accordance with **CDRL A015**.

a. The contractor will require access to Communications Security (COMSEC) information, Non-SCI intelligence information, and For Official Use Only (FOUO) information. The contractor will also require access to Program/Security Classification Guides.

4. **PROGRESS REPORTS**

4.1 **Funds Expenditure Report** The contractor shall prepare monthly funds expenditure reports which depict the costs associated with each PBWS paragraph including a breakout of costs per task.

4.1.1 **Deliverable Products**

a. Funds Expenditure Report - provide monthly funds expenditure reports. **(CDRL A001)**

b. Voucher Reconciliation Report - provide voucher reconciliation reports and explain any discrepancies 10 working days after delivery of each voucher. **(CDRL A019)**

4.2. **Time Expenditure Report** The contractor shall prepare monthly time expenditure reports including monthly and year-to-date work hours (straight time and overtime), hourly rate, and costs expended per individual. These reports may be reviewed by a support contractor for compilation of data and verification purposes. The support contractor will submit a nondisclosure form.

4.2.1. **Deliverable Products Time Expenditure Report** - provide monthly time expenditure reports. **(CDRL A018)**

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4.3. **Progress Report** The contractor shall prepare monthly progress reports describing tasks performed each month. The contractor shall notify the Government, by letter, when the cost for a task exceeds 75 percent of the total funded cost and provide recommendations if the task can be completed as estimated.

4.3.1. Deliverable Products

a. Progress Status Report - provide monthly progress reports. (CDRL A002)

b. 75 Percent Letter - provide a letter when the cost for a task exceeds 75 percent of the task's total funded cost, as well as estimated cost. (CDRL A020)

4.4. **Material** The contractor shall, at times, be required to furnish material to support the efforts described herein. A list of allowable material is attached (Attachment 4). All purchases exceeding \$2,500.00 shall be approved by the TOM before materials are purchased. However, the TOM may reduce the material threshold, as required. Additionally, the Contracting Officer must approve any material purchases that exceed \$100,000.00. A copy of each purchase request and each purchase order shall be provided to the TOM.

4.4.1. **Deliverable Products Material Tracking Report** – prepare quarterly material tracking reports that include the burdened and unburdened current and cumulative costs and any record of material transferred to the Government via Form 1149. (CDRL A021)

5. NAVY MARINE CORPS INTRANET (NMCI) INSTRUCTION

The contractor is advised that Information Technology (IT) services shall be ordered from the Navy Marine Corps Intranet (NMCI) contract in accordance with the provisions of 5252.237-9503. The contractor shall order NMCI seats and services and provide a copy of purchase order, itemized by name, seat type, and locations to the NAVAIR NMCI Customer Technical Representative (CTR) via the local 4.5 NMCI POC. Where applicable, application tool suites under this effort shall be modernized and developed in accordance with the Navy Enterprise Application Developer's Guide (NEADG), which includes Functional Area Manager (FAM), NMCI and Task Force Web requirements. Any tools developed that will be hosted by NMCI or run on NMCI workstations will need to be certified for NMCI and comply with NMCI and Navy policy. Servers and/or applications supporting this effort may also be transitioned in accordance with the NAVAIR Server Consolidation plans and policies."

5.1 Any tools developed that will be hosted by NMCI or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

5.2 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (Sep 2000)

(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

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(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.

5.3 Future development will be performed in accordance with the Navy Enterprise Application Developer's Guide (NEADG), DON/NAVAIR FAM and Task Force Web (TFWeb) mandates. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure as soon as possible. A transition plan will be provided within 60 days. Registration of all Web sites will be completed within 30 days, if not yet completed.

5.4 All Information Technology Systems or software/application development, modification or support will be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), the Navy Enterprise Application Developer's Guide (NEADG), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

6. FACILITIES/PROPERTY

6.1. **Government Accessible Facilities** The Government will provide facilities or access to facilities and equipment in which to perform applicable performance work statement requirements. These facilities are located at Patuxent River and St. Inigoes, Maryland. 20% of work to be performed at Government facilities.

6.2. **Contractor's Facilities** The Contractor's facility shall consist of engineering and support staff offices, design, implementation, document development and production equipment, and storage spaces as necessary to fulfill the requirements of this Statement of Work. Facilities shall be in the proximity of NAWCAD, Patuxent River, and St. Inigoes, MD. The Contractor shall provide, for both on-site and off-site requirements, all equipment and office/facility furnishings to support the Performance Work Statement (PWS) requirements. The Contractor's facility shall meet the requirements of the DD Form 254 applicable to this contract. 80% of work to be performed at Contractor facilities.

7. **TRAVEL** The contractor may be required to travel to provide a range of site support services, including but not limited to attending meetings/conferences, training, installation, integration, maintenance or system tests to support field experiments and tests and evaluation in support of the JPALS and N-UCAS programs. The contractor shall provide personnel with passports and that can respond to travel requirements within 24 hours notice. The number of trips to each destination will vary as program requirements dictate. Contractor personnel shall complete trip reports documenting the purpose of the trip, persons contacted, commitments, accomplishments, outstanding problems and recommendations **as needed** after trip completion. **(CDRL A013)** The contractor may, on occasion, provide transportation to Government members of the TDY team when it is deemed most economical to the Government and is otherwise in the Government's best interest.

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8. **OPERATIONS SECURITY (OPSEC)** The contractor is required to provide OPSEC protection for all classified information and sensitive information, pursuant to the National Security Decision Directive 298 of 22 January 1988. The current editions of DoD Manual 5200.1-R Information Security Program Regulation, Chapter IX and OPNAVINST 3432.1 Operations Security, shall be used as guidance. In order to meet this requirement, the contractor shall develop, implement and maintain a facility level OPSEC program in accordance with **CDRL A015** to protect classified and sensitive information to be used at a contractor's and subcontractor's facilities during the performance of this contract. The contractor's OPSEC program shall be described in a facility level OPSEC planning document. The contractor shall submit the document to the government for approval. The contractor is responsible for subcontractor implementation of the OPSEC program requirement for this contract. The work to be performed will involve access to handling of classified material up to and including Secret.

9. PERIOD OF PERFORMANCE

The period of performance for this delivery order shall be one year with four (4) option years, from the date of award.

10. DESIGNATION OF TASK ORDER MANAGER (TOM) AND ALTERNATE TASK ORDER MANAGER (ATOM)

The TOM for the contract is Daniel E. Shade, Code 4.5.8.1, Landing System's Branch Head.

The ATOM for this delivery order is Adam Andersen, Code 4.5.8.1.

11. **RESTRICTED ENTRY TO WORKPLACE** In the event that the offeror/contractor is prevented from performance as a result of an Executive Order which applies to the using activity, such charges are allowable if they are paid in accordance with the contractor's disclosed or established practice and are determined to be reasonable in nature and amount.

12. PERFORMANCE MATRIX AND STANDARDS DEFINITIONS

Task #	Description of Products	Performance Standards (and AQL)	Method of Surveillance	Incentives
3.2.1	N-UCAS Carrier Suitability Requirements. Reports that define, analyze and/or help develop the following as they apply to CV suitability; future ATC requirements; system requirements; system design; system integration; operational assessment; training needs; CONOPS; and N-UCAS test	Receive a Rating of "Meets Expectations" in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.

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3.2.2	<p>and evaluation.</p> <p>Systems Engineering and System Acquisition Support. Reports that define, analyze and/or help develop the following Systems Engineering and Acquisition processes and documents: CONOPs, SRDs, DSRDs, Capability Description Documents.</p>	<p>Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.</p>	<p>Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.</p>	<p>(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.</p>
3.2.3	<p>Technical Development Planning Support. Attendance at meetings to act as Subject matter expert and/or to disseminate/gather information. Reports that define, analyze and/or help develop the Technical Development processes and documents: analysis of alternatives (AoA); test and evaluation; fleet support concepts; recommendations for meeting project objectives.</p> <p>Modeling and Simulation Support</p>	<p>Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.</p>	<p>Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.</p>	<p>(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.</p>

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3.2.4	for CV Suitability. Develop Hardware-in-the-loop (HITL) models for simulations. Develop reports that identify cost, lead time, budgeting, planning, design, risk and requirements analysis associated with modeling and simulation.	Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.
3.2.5	Certification Planning support. Test and Evaluation Plan to support certification of CV Suit system.	Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.
3.2.6	Test and Evaluation Support. Data Collection, Analysis, Test Reports, Coordination of Test Activities	Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.
3.2.7	Concept of Operations (CONOPS) support. Reports that define and/or help develop CONOPS associated with JPALs and N-N-UCAS.	Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.

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3.2.8	Data Link Technology Support. Reports that identify, analyze and/or evaluate candidate data link technologies for use with N-UCAS and JPALS navigation systems.	Receive a Rating of "Meets Expectations" in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.
3.2.9	Future Air Traffic Control Requirements and Design Analysis support. Reports that analyze current NAVY ATC Simulators/Stimulators and capture interface specifications and requirements for items a-d and a-h, respectively. Reports that identify and develop CONOPS for items a-f. FATC Lab and CONOPS Lab Simulation Design	Receive a Rating of "Meets Expectations" in accordance with the Task Order Performance Standards in Section E of this order. Simulations to accurately stimulate FATC lab components and accurately test proposed ATC procedures and interfaces.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.
3.2.10	Fabrication of integrations of SRGPS prototype equipment. Integration Design Documentation, Initial Design, and As-Built configuration	Hardware Integration not to exceed 10% of estimated cost and reject rate less than 5%.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.

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3.2.11	Ship Integration support. Reports that define, analyze and/or help develop: a shipboard integration guide, shipboard integration cost and schedule recommendations, forward-fit and retro-fit platform integration phase in plans.	Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.
3.2.12	Aircraft Integration support. Reports that define, analyze and/or help develop: an aircraft integration guide, aircraft integration cost and schedule recommendations, forward-fit and retro-fit platform integration phase in plans.	Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.
3.2.13	Program Management Support. Work breakdown structure, Life Cycle Cost Estimates and budget analysis, acquisition plans and schedules.	Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.
3.1.1	Contract Program Management, Budget, Milestones/Schedules, Purchasing System, Management Reports. Monthly Progress Reports and Cost Funding Status Report	Receive a Rating of “Meets Expectations” in accordance with the Task Order Performance Standards in Section E of this order.	Base Year-Transition evaluation, Annual evaluations. Option Years-Annual evaluations. Government review of deliverables for content and submission time.	(+)Exercise of the next option period. (+) Very Good or above CPARS evaluation. (-) Non-exercise of the next option year period.(-) Satisfactory or below CPARS evaluation.

All tasks (which include sub-task and specific emphasis) will be assessed focusing on the following.

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1. Quality of Product or Service – Assess the contractor’s effort to transform operational needs and requirements into an integrated solution. Areas of focus may include the planning and management of program tasks, the quality of support provided throughout all phases of contract execution, the integration of program management specialties, management of interfaces, and the management of a totally integrated effort of all program management concerns to meet cost, performance, and schedule objectives. Assess how successfully the contractor meets program quality.

2. Schedule – Assess the contractor’s adherence to the required delivery schedule by assessing the contractor’s efforts during the assessment period that contributes to or effects the schedule variance. Also address significance of scheduled events (i.e., design reviews), discuss causes, and assess the effectiveness of contractor corrective actions.

3. Cost Control – Assess the contractor’s effectiveness in forecasting, managing, and controlling contract cost. Is the contractor experiencing cost growth or under-run? If so, discuss the causes and contractor-proposed solutions for the cost overruns. For contracts where task or contract sizing is based upon contractor provided person-hour estimates, the relationship of these estimates to ultimate cost should be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources in each work effort should be assessed.

4. Business Relation – Assess the timeliness, completeness and quality of problem identification, corrective actions plans, proposal submittals, the contractor’s reasonable and cooperative behavior, effective business relations, and customer satisfaction.

5. Management – (a) Assess the contractor’s success with timely award and management of subcontracts, including whether the contractor met small/small disadvantage and women-owned business participation goals. (b) Discuss the extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by contract; communicates appropriate information to affected program elements in a timely manner. Ask the contractor's risk mitigation plans. If applicable, identify any other management areas that are unique to the contract.

6. Other areas - Specify additional evaluation areas unique to the contract, or that cannot be captured elsewhere.

Surveillance. During the base period the contractor's performance will be evaluated twice. The first evaluation will occur 90 days after contract award to include the transition period and the second evaluation will occur at the end of the base period of performance. During option years, if exercised, the contractor will be rated annually.

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SECTION D PACKAGING AND MARKING

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

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

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

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance

Inspection and Acceptance for CLINs of this order, as cited in Section B, shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and supplemented by the following performance assessment standard:

Task Order Performance Standard:

Monthly status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number Rating Description

5 Significantly Exceeds Expectation

4 Exceeds Expectation

3 Meets Expectation

2 Barely Meets Expectation

1 Fails to Meet Expectation

Task Order acceptance will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of "Meets Expectation" or better.

Rating Definitions:

Significantly Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time without further revisions being required.

Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with only minor revisions being required on approximately 5% of items submitted. The required rework does not negatively impact upon the respective program.

Meets Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with minor revisions being required on approximately 10% of items submitted. The required rework does not negatively impact upon the respective program.

Barely Meets Expectation: Deliverables are completed on or prior to their respective due date approximately 95% of the time with minor revisions being required on approximately 15% of items submitted. The delayed submission and required rework of deliverables results in a minor negative impact to the respective program.

Fails to Meet Expectation: Deliverables are completed on or prior to their respective due date less than 90% of the time with significant revisions being required on greater than 15% of items submitted. The delayed submission and required rework of deliverables results in a significant negative impact to the respective program.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000AA	6/2/2007 - 11/1/2007
1001	11/2/2006 - 11/1/2007
1101	11/2/2007 - 11/1/2008
1201	11/2/2008 - 11/1/2009
3000AA	11/2/2007 - 11/1/2008
3001	11/2/2006 - 11/1/2007
3002	6/15/2007 - 11/30/2008
3101	11/2/2007 - 11/1/2008
3102	11/2/2007 - 11/1/2008
3201	11/2/2008 - 11/1/2009
3202	11/2/2008 - 11/1/2009
4301	9/17/2009 - 9/16/2010
4401	5/1/2010 - 4/30/2011
6301	9/17/2009 - 9/16/2010
6401	5/1/2010 - 4/30/2011

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 [insert exhibit number(s)], 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 - (CDRLS A001 & A020 ONLY)

NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION

BLDG 8110, VILLA ROAD, CODE 2.5.1.2.2

SAINT INIGOES, MD 20684-0010

(2) ACO - N/A

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

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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:

NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION (NAWCAD)

CODE 4.5.8, ATTN: Valentino Torello

BLDG. 8111, VILLA ROAD

SAINT INIGOES, MD 20684-0010

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NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION

BLDG 8110, VILLA ROAD, CODE 2.5.1.2.2

SAINT INIGOES, MD 20684-0010

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NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION (NAWCAD)

CODE 7.4.4

BLDG 463, STE. 103, 22514 McCOY ROAD

NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION

PATUXENT RIVER, MD 20670-1161

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SECTION G CONTRACT ADMINISTRATION DATA

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR)– ALT I (MAY 2006)

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

SLIN	ACRN	AMOUNT OBLIGATED
100101	AA	
100102	AB	
100103	AC	
100104	AD	
100105	AE	
100106	AE	
100107	AG	
100108	AF	
100109	AH	
100110	AK	
100111	AK	
100112	AJ	
100113	AM	
100114	AL	
100115	AN	
100116	AP	
100117	AQ	
100118	AR	
100119	AS	
100120	AT	
100121	AU	
100122	AV	
100123	AW	
100124	AX	
100125	AZ	
100126	AZ	
110101	AY	
110102	AK	
110103	AK	
110104	AE	
110105	AE	
110106	AB	
110107	BA	

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(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types:http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html- Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N00421

Admin Office DODAAC: S2101A

Inspector DODAAC (if applicable): N/A

Ship To DODAAC (for Combo),Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (for Final Cost Voucher) (if applicable):N3555A

Acceptor DODAAC (if applicable): Enter Acceptor DODAAC **Organization that Government Acceptor Works for Local Processing Office (LPO –if applicable): N3555A

DCAA Office DODAAC (Cost Voucher Approver – if applicable): N/A

Paying Office DODAAC: HQ0338

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name / Email / Phone / Role

Daniel Shade/ Daniel.Shade@navy.mil/ 301-995-8203/ TOM

Adam Andersen / adam.andersen@navy.mil / 301-995-8179 / Alternate TOM

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (OCT 2005)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: DCMA MARYLAND (S2101A)

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are:

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the [insert Naval Air Systems Command or other appropriate information] shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by [insert Naval Air Systems Command or other appropriate information], the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(b) Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Notwithstanding FAR and DFARS clauses 52.227-11, 52.227-12, 52.227-13, 252.227-7013, 252.227-7014, 252.227-7015, and 252.227-7019, the contractor is aware that Philip Weber, Mark Pilling and Robert Moody are being assigned to work on tasks assigned to the Government under Cooperative Research and Development Agreement (CRADA) number NSCRADA-NAWCADPAX-07-120. The contractor has read the terms and conditions of that CRADA and in the event that any Subject Invention is made by Philip Weber, Mark Pilling, or Robert Moody while performing tasks under NSCRADA-NAWCADPAX-07-120, the contractor agrees that the Government will have all right, title, and interest in any such Subject Invention, under the terms and conditions set forth in the CRADA. The contractor further agrees that the contractor shall not have any right, title, or interest in any Subject Data as defined in Paragraph 1.23 of NSCRADA-NAWCADPAX-07-120.

SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS

The following Wage Determination applies to this Task Order:

WAGE DETERMINATION NO: 94-2103 REV (35) AREA: DC,DISTRICT-WIDE

This Wage Determination is available in it's entirety at the following website:

<http://www.wdol.gov/>

If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

(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 [insert attachment number]. [insert either "Task orders issued under the contract" or "The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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(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) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

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

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

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

(9) “Interest” means organizational or financial interest.

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

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [insert the period of prohibition] 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 [insert the period of prohibition] 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 a contractor 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 [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

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

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

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

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

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

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

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

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

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(3) the dollar amount;

(4) the period of performance; and

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

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

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

5252.232-9525 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS (NAVAIR) (OCT 2005)

(a) The contractor shall segregate costs incurred under this contract at the lowest level of performance, either by tasks or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries or work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

(b) When there is more than one line of accounting, the Government will ascribe each ACRN preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

(c) Invoices shall contain the following cost elements by schedule and include supporting detail.

(d) Invoice summary for current billing period and cumulative.

(Schedule A) - Direct Labor \$

(Schedule B) - Material \$

(Schedule C) - Travel \$

(Schedule D) - Other Direct Charges \$

(Schedule E) - Indirect Charges \$

(Schedule F) - Adjustments \$ _____

TOTAL \$ _____

(Schedule G) - Outstanding Commitments

Schedule A - DIRECT LABOR

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Period Covered Cumulative

00-00-00 \$000

Employee Labor Hours Worked Unburdened Burdened Total Hours Costs

Identifier Category Off-site **On-site *Rate *Rate

_____ \$ _____ \$ _____ \$ _____ \$ _____

TOTAL

Direct labor rates shall be reported as both fully burdened and unburdened rates for the current period. The unburdened rate shall not include indirect costs, and shall reflect the actual rate paid. The cumulative period shall only reflect the fully burdened direct labor costs.

**On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

Schedule B - MATERIAL

* Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

Schedule C - TRAVEL

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up

receipts need not be submitted; however, they should be retained and are subject to review.

Schedule D - OTHER DIRECT CHARGES

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

Schedule E - INDIRECT CHARGES

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract close-out.

Schedule F - ADJUSTMENTS

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments shall pertain to prior fiscal years shall be invoiced separately.

Schedule G - OUTSTANDING COMMITMENTS

Any authorized expenditures that remain unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in this section.

(e) Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim or will the Navy pay for direct costs associated with preparation of an invoice.

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(f) Program management/support charges are limited to the first level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP must be explained in the proposal with a justification of the specific duties to be performed. The costs shall not be permitted without approval of the contracting officer.

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

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

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

(c) The contractor agrees that during the first 12 months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(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

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performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(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.

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (OCT 2005)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL:

(2) Contract and TDL number;

(3) Reference to the relevant section or item in the statement of work;

(4) Signature of COR.

(5) The specific direction provided to the contractor.

(c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes to such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When in the opinion of the contractor a technical direction calls for effort outside the contract statement of work, the contractor shall notify the Contracting Officer thereof in writing, with a copy to the COR, within two (2) working days of having received the technical direction in question. The contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction given is reduced in writing by the COR within two (2) working days of its issuance.

(f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by [insert the name, title and/or code of the individual authorized to orally amend technical direction letters] in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

(h) The COR must provide a copy of the TDL to the Contracting Officer and the Administrative Contracting Officer (If contractor had on-site DCMS) within two (2) days of issuance.

(i) The COR must retain a copy for the files.

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Post Award Conference

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

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

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

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

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

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

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third

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party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contracts awarded as a result of this solicitation will be a [] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 350), and the Contractor will be required to follow all of the requirements of this regulation.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [\$0.00] or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with

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other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Labor Category	SCA Category	SCA Category Code	GS Equivalent (Step 5)	Monetary Wage	Fringe Benefits
Program Manager	N/A	N/A	GS-14	\$ 42.24	N/A
Engineering Project Manager	N/A	N/A	GS-13	\$ 35.75	N/A
Senior Systems Engineer	N/A	N/A	GS-13	\$ 35.75	N/A
Systems Engineer	N/A	N/A	GS-13	\$ 35.75	N/A
Senior Flight Test Engineer	N/A	N/A	GS-13	\$ 35.75	N/A
Software Engineer	N/A	N/A	GS-12	\$ 30.06	N/A
Operations Analyst	N/A	N/A	GS-12	\$ 30.06	N/A
Financial Analyst	N/A	N/A	GS-12	\$ 30.06	N/A
Staff Analyst	N/A	N/A	GS-10	\$ 22.83	N/A
Quality Assurance Technician	Engineering Tech V	#29085	GS-9	\$ 20.73	\$6.82
Technical Administrative Assistant	Word Processor III	#01613	GS-7	\$ 16.95	\$5.58

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SECTION J LIST OF ATTACHMENTS

EXHIBIT A Contract Data Requirements List

Attachment 1 - DD254 (Revision 2) (M80132)

Attachment 2 - Personnel Qualifications

Attachment 3 - Allowable Materials List

Attachment 4 - Subcontractors List 09 08 08

Attachment 5 - Key Personnel List 03 20 07

Attachment 6 - NMCI Services Requisition Approval Form 06 14 07

Attachment 7 - Government Furnished Property List 08 28 08

Attachment 8 - Department of Labor Wage Determination 2005-2103(Rev 8) 06 02 09

Attachment 9 - Inventory List 11 20 2009

Attachment 10 – Inventory List 12 14 2009

Attachment 11 – Department of Labor Wage Determination 2005-2521(Rev 9) 06 02 09 Bexar Texas

Attachment 12 – DD Form 254 Revision 4

Attachment 13 – SwRI Patent Notice

Attachment 14 – DD254 Revision 3

Attachment 15 – DD254 Revision 5

Attachment 16 - NMCI Form 3/2/10