

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 31	3. EFFECTIVE DATE 08-Apr-2010	4. REQUISITION/PURCHASE REQ. NO. 1300148832	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 catrina.vitez@navy.mil 301-757-9770	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) J.F. Taylor, Inc. 21610 South Essex Drive Lexington Park MD 20653-4239	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4397-M802
	10B. DATED (SEE ITEM 13) 23-Aug-2007
CAGE CODE 8V704	FACILITY CODE 114358625

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 43.103(b) and 52.232-22

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Colleen G Coombs, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Colleen G Coombs	16C. DATE SIGNED 08-Apr-2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 23 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

1.0 INTRODUCTION

This requirement is for engineering and technical support to ensure completion of mission essential and effective performance of Communication/Navigation/Identification (CNI) tasking for the Mission Systems Evaluation Division of the Naval Air Warfare Center (NAWC) Integrated Systems, Evaluation, Experimentation and Test (ISEET) Department for the Naval Air Systems Command (NAVAIRSYSCOM) at Patuxent River, MD.

The Mission Systems Evaluation Division (MSED) was established to provide people, processes, and facilities for Integrated Program Teams (IPTs) to plan, coordinate and conduct integrated mission system test and evaluation of avionics systems integrated in strike, rotary wing, maritime patrol and special mission aircraft.

2.0 SCOPE

The contractor shall provide test & evaluation and systems engineering support for navigation, communications, identification systems including design reviews, acquisition support, test planning, test execution, air-ship integration, data reduction, data analysis, and commercial air support services.

3.0 APPLICABLE DOCUMENTS

The following documents, or most recent version of same, at task order award, are necessary for proper performance under this task order.

NAVAIRWARCENACDIVINST 3432.1A 15 Jul 02
Operations Security

NAVAIRWARCENACDIVINST 5214.1A 01 Mar 94
Report Policy

NAVAIRWARCENACDIVINST 5213.1 09 Apr 99
Developmental Test/ Operational Test Transition Report

NAVAIRINST 3960.5 23 Apr 02
Policies, Procedures, and Responsibilities for the Naval Air Systems Command Technical Assurance Board (NTAB) for Monitoring of Aircraft Weapons System Development

AIRTEVRON23INST 3710.12G 27 Nov 02
Standard Operating Procedures for Aircraft Test and Evaluation

NAVAIRWARCENACDIV 3960.2A 24 Aug 01
General Operating Procedures for the Aircraft Test and Evaluation Facility

NAVAIRWARCENAVDIV 3960.1 22 Apr 04
Operating Use and Scheduling of the Aircraft Test and Evaluation Facility

NAVAIRWARCENACDIV 13050.1B 28 Jan 02
Aircraft Modification / Configuration Control Policy, Procedures, and Responsibilities

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 24 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NAVAIRINST 13034.1C 28 Sep 04
Flight Clearance Policy for Manned Air Vehicles and Aircraft Systems

NAVAIRINST 3960.4B 7 Jun 05
Project Test Plan Policy and Process for Testing Air Vehicles, Weapons, and Installed Systems

4.0 REQUIREMENTS

The contractor shall accomplish work as specified in this Performance-Based Statement of Work (PBSOW). Performance of this work shall be measured in accordance with the Performance Requirements Summary Matrix/Quality Assurance Surveillance Plan.

4.1 REPORTING

The contractor shall submit a monthly report (CDRL A001) to include a general status on all support provided as well as a financial update.

4.2 TEST AND EVALUATION

The contractor shall provide technical and engineering services to the Integrated Systems Evaluation, Experimentation and Test (ISEET) Department of the NAWCAD in support of Navigation, Combat Identification, and Communications Systems Aircraft Integrated and Laboratory Test and Evaluation (T&E). Services to be provided shall include the following:

4.2.1 Combat Identification: The contractor shall provide technical and engineering services in support of aircraft integrated and laboratory Combat Identification Systems T&E as follows (current programs include Mode 5, Mode S, AIMS certification, TCAS):

4.2.1.1 Engineering Support: The contractor shall provide engineering services in support of all phases of Combat Identification Systems programs, including system concept, development, implementation, system integration, developmental and operational T&E and fleet support.

4.2.1.2 Test Preparation and Planning: The contractor shall provide support for specific test programs by preparing preliminary test plans, provide test plan input, test plan review and comment, developing flight test scenarios, and designing and developing necessary data collection/reduction hardware and software to satisfy specified test requirements. All technical review comments and test plan inputs shall be provided in accordance with (CDRL A002).

4.2.1.3 Test Coordination and Analysis: The contractor shall provide support in the execution of test plans including the coordination of test assets, configuration of test aircraft, and instrumentation requirements. The contractor shall analyze ongoing test data and recommend changes to the program as results dictate.

4.2.1.4 Analysis, Test, and Modification Services: The contractor shall provide an electronics test and evaluation laboratory facility to support tasks during the contract duration which provide the capability to construct, independently test, analyze and recommend modifications to prototype test and evaluation systems (or any of their sub-components). Examples of these systems are specialized avionics instrumentation systems and specialized signal emulators utilizing state of the art technologies such as VME/VXI that support various communications, navigation, and identification systems test and evaluation programs.

4.2.1.5 Assets and Facilities: The contractor shall provide engineering and technical services in support of the development, maintenance and operation of combat identification systems test assets and facilities including but not limited to the following:

4.2.1.5.1 Navy Identification Friend or Foe Integration. Test and Evaluation (NIFFTE) Flight Test Laboratory: The contractor shall provide engineering and technical expertise for the hardware and software integration and development efforts of the NIFFTE flight test laboratory (located onsite). Support shall be documented and provided in accordance with (CDRL A003).

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 25 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4.2.1.5.2 Avionics Closed Loop Test Facility: The contractor shall provide calibration and maintenance of all Mark XII IFF and emerging technology systems including, but not limited to, the following systems on a test bench environment, as well as, integrated in the aircraft: AN/APX-72, AN/APX-100 AN/APX-76, AN/TPX-42, AN/TPX-54, AN/APX-111, CXP, DI, and all associated test equipment. Support shall be documented and provided in accordance with (CDRL A003).

4.2.1.5.3 Data Reduction, Analysis, and Management System (DRAMS): The contractor shall provide a computer laboratory onsite for reduction and analysis of CID data collected during flight, simulation and laboratory tests. DRAMS features a common user-interface enabling the verification and formatting of raw test data, sweep-by-sweep target summaries, analysis, prediction tools, and data management. Further DRAMS requirements are delineated in paragraph 4.2.4.

4.2.1.6 Reporting: The contractor shall provide support for specific test programs by preparing preliminary flight test reports, provide test report input, test report review and comment. All technical reviews and report inputs shall be provided in accordance with (CDRL A004).

4.2.1.7 Document Preparation Review and Evaluation: The contractor shall review and study various documents and evaluate system effectiveness and suitability for Naval Air applications. Documents such as specifications, system designs, interface control documents, etc., shall be reviewed in detail and the system's potential effectiveness, suitability and implications, including deficiencies, shall be specifically described. All technical reviews, inputs, and descriptions shall be provided in accordance with (CDRL A005).

4.2.2 NAVIGATION

The contractor shall provide technical and engineering services in support of Integrated Navigation Systems T&E as follows:

4.2.2.1 Engineering Support: The contractor shall provide engineering services in support of all phases of Navigation Systems programs, including system concept, development, implementation, system integration, Developmental and Operational T&E and Fleet support.

4.2.2.2 Test Preparation and Planning: The contractor shall provide support specific test programs by preparing preliminary test plans, provided test plan input, test plan review and comment, developing flight test scenarios, and designing and developing necessary data collection/reduction hardware and software to satisfy specified test requirements. All technical review comments and test plan inputs shall be provided in accordance with (CDRL A002).

4.2.2.3 Test Coordination and Analysis: The contractor shall provide support in the execution of test plans including the coordination of test assets, configuration of test aircraft, and instrumentation requirements. The contractor shall analyze ongoing test data and recommend changes to the program as results dictate.

4.2.2.4 Analysis, Test, and Modification Services: The contractor shall provide an electronics test and evaluation laboratory facility to support tasks during the contract duration which provide the capability to construct, independently test, analyze and recommend modifications to prototype test and evaluation systems (or any of their sub-components). Examples of these systems are specialized avionics instrumentation systems and specialized signal emulators utilizing state of the art technologies such as VME/VXI that support various communications, navigation, and identification systems test and evaluation programs.

4.2.2.5 Assets and Facilities: The contractor shall provide engineering and technical services in support of the development, maintenance and operation of navigation systems test assets and facilities including but not limited to the following:

4.2.2.5.1 Aircraft Navigation Systems Integration Laboratory (ANSIL): The contractor shall provide engineering and technical expertise for the hardware and software integration and development efforts for the ANSIL facility. Support shall be documented and provided in accordance with (CDRL A003).

4.2.2.6 Reporting: The contractor shall provide support for specific test programs by preparing preliminary flight test reports, provided test report input, test report review and comment. All technical reviews and report inputs shall be

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 26 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

provided in accordance with (CDRL A004).

4.2.2.7 Document Preparation Review and Evaluation: The contractor shall review and study various documents and evaluate system effectiveness and suitability for Naval Air applications. Documents such as specifications, system designs, interface control documents, etc., shall be reviewed in detail and the system's potential effectiveness, suitability and implications, including deficiencies, shall be specifically described. All technical reviews, inputs, and descriptions shall be provided in accordance with (CDRL A005).

4.2.3 COMMUNICATIONS and ANTENNAS

The contractor shall provide technical and engineering services in support of integrated communications systems T&E as follows (current programs include ARC-210, MIDS, JTRS):

4.2.3.1 Engineering Support: The contractor shall provide engineering services in support of all phases of communications systems programs, including system concept, development, implementation, system integration, developmental and operational T&E and fleet Support.

4.2.3.2 Test Preparation and Planning: The contractor shall provide support for specific test programs by preparing preliminary test plans, provided test plan input, test plan review and comment, developing flight test scenarios, and designing and developing necessary data collection/reduction hardware and software to satisfy specified test requirements. All technical reviews and test plan inputs shall be provided in accordance with (CDRL A002).

4.2.3.3 Test Coordination and Analysis: The contractor shall provide support in the execution of test plans including the coordination of test assets, configuration of test aircraft, and instrumentation requirements. The contractor shall support specific programs, analyze ongoing test data and recommend changes to the program as results dictate.

4.2.3.4 Analysis, Test, and Modification Services: The contractor shall provide an electronics test and evaluation laboratory facility to support tasks during the contract duration which provide the capability to construct, independently test, analyze and recommend modifications to prototype test and evaluation systems (or any of their sub-components). Examples of these systems are specialized avionics instrumentation systems and specialized signal emulators utilizing state of the art technologies such as VME/VXI that support various communications, navigation, and identification systems test and evaluation programs.

4.2.3.5 Assets and Facilities: The contractor shall provide engineering and technical services in support of the development, maintenance and operation of communications systems test assets and facilities including but not limited to the following:

4.2.3.5.1 Communication, Test and Evaluation Laboratory (COMTEL): The contractor shall provide engineering and technical expertise for the hardware and software integration and development efforts for the COMTEL facility. Support shall be documented and provided in accordance with (CDRL A003).

4.2.3.5.2 The Antenna Test Automated System (ATLAS): This facility provides the unique capability to measure antenna radiation and Effective Radiated Power (ERP) patterns of airborne antennas, in-flight. An extensive antenna farm is located adjacent to this facility which contains omnidirectional and directional antennas which have unobstructed electromagnetic propagation paths over the Chesapeake Bay. The ATLAS system can simultaneously test up to 10 different aircraft antenna systems at a rate of 1200 data samples per second on each system. The contractor shall provide engineering and technical expertise for the hardware and software integration and development efforts for the ATLAS facility. Support shall be documented and provided in accordance with (CDRL A003).

4.2.3.5.3 The Ground Range Antenna Test Facility (GRATF) This facility is used to independently test uninstalled aircraft antennas and scale models and mock-ups systems. In support of the government engineers, the contractor shall provide engineering and technical expertise for the hardware and software integration and development efforts for the GRATF facility. Support shall be documented and provided in accordance with (CDRL A003).

4.2.3.6 Reporting: The contractor shall provide support for specific test programs by preparing preliminary flight test reports, provide test report input, test report review and comment. All technical reviews and report inputs shall be provided in accordance with (CDRL A004).

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 27 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4.2.3.7 Document Preparation Review and Evaluation: The contractor shall review and study various documents and evaluate system effectiveness and suitability for Naval Air applications. Documents such as specifications, system designs, interface control documents, etc., shall be reviewed in detail and the system's potential effectiveness, suitability and implications, including deficiencies, shall be specifically described. All technical reviews, inputs, and descriptions shall be provided in accordance with (CDRL A005).

4.2.4 DATA REDUCTION, ANALYSIS AND MANAGEMENT SYSTEM (DRAMS) FACILITY SUPPORT

The contractor shall provide the following engineering technical support for DRAMS for all software development including system requirements analysis, interface requirements, system design, system development, system integration, system testing and operations:

4.2.4.1 System Requirements Analysis: The contractor shall assess individual project requirements and generate associated DRAMS reduction and analysis software requirements for development/enhancement of DRAMS capabilities. The contractor shall perform hardware analysis, benchmark tests, provide recommendations and suggest alternatives to fulfill required data processing times. All recommendations shall be provided in accordance with (CDRL A006).

4.2.4.2 Interface Requirements: The contractor shall develop and document interface requirements specifications. Interface specifications shall describe Computer Software Configuration Items (CSCIs), Hardware Configuration Items (HWCIs) and system components to achieve interfaces among these entities. Documentation shall be provided in accordance with (CDRL A006).

4.2.4.3 System Design: System design shall consist of CSCI-WIDE design decisions, CSCI architectural design and the detailed design needed to implement software. The contractor shall provide computer system hardware designs supporting DRAMS requirements. Hardware designs shall be flexible to allow incorporation of future hardware technologies as they become available with minimal cost and/or schedule impacts. Designs shall be provided in accordance with (CDRL A006).

4.2.4.4 System Development: The contractor shall design, develop and document all software supporting DRAMS requirements. Software shall be developed providing a solid baseline for future software enhancements allowing flexibility and enabling the addition of features and capabilities as needed.

4.2.4.5 System Integration: The contractor shall develop an overall plan for integrating existing computers and software to reflect maximum flexibility in utility among Navigation, Combat Identification and Communications Systems programs. The plan shall include unit integration, informal integration testing, and identify problems expected during integration and provide recommended solutions. This plan shall be provided in accordance with (CDRL A006).

4.2.4.6 System Testing: The contractor shall conduct all phases of testing. The contractor shall describe plans for qualification testing of CSCIs and software systems. Test plans shall identify tests to be performed and provide schedules of test activities. Test plans shall be developed to include software test procedures to perform qualification testing. Software Test Reports (STR) shall be prepared as a record of qualification testing. Test plans and STRs shall be provided in accordance with (CDRL A006).

4.2.4.7 Operations: The contractor shall assist in daily operation of the DRAMS which includes document control, capability demonstrations, installing vendor computer software, maintaining software documentation library, software configuration management, and consumable inventory.

4.2.5 COMMERCIAL AIR SUPPORT (CAS)

The contractor shall provide the following engineering and technical support for the Commercial Air System (CAS):

4.2.5.1 CAS Requirement Support: The contractor shall support tracing and refining of Commercial Air Service (CAS)

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 28 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

requirements and capabilities. The contractor shall provide interface to fleet and potential CAS user community across DoD and at NATO and international levels for promulgating of CAS capability related information and for initial support coordination and provide contract administration, such as, assistance with RFP development and contract modification development.

4.2.5.2 CAS Planning and Coordination: The contractor shall perform and support Developmental Test and Evaluation (DT&E), Operational Test and Evaluation (OT&E), and fleet training detachment advanced planning and coordination; interface with USN Fleet and Air Control agencies for purposes of coordinating use of CAS controlled flight and pod assets; and monitor support to major fleet exercises. Detachment coordination shall include coordinating work/hangar space onboard military, civilian, and overseas facilities; detachment communications (phone, radio, LMRs, etc) onboard military facilities; and logistics on detachments such as setting up NALCOMIS accounts, coordination with local supply departments and AIMDs for availability of replacement parts and the logistics of getting these parts to remote sites. The contractor shall provide Frequency Management Support via numerous means including coordination with all levels of management from the NAVEMSCEN, JFMO LANT and PAC to the local Frequency Manager. Contractor shall also provide on-site control and coordination at various facilities, such as, FACSFAC and various ARTCC facilities during detachments and when needed, serve as a focal point for in-field liaison with the contractor and customers for the CAS office. The contractor shall provide advice on inputs for agenda for scheduling conferences and program review meetings; attend contract scheduling conferences/contract program reviews; and provide real time scheduling support as necessary.

4.2.5.3 CAS Engineering Support: The contractor shall provide engineering development, integration, maintenance, and operation of Patuxent River CAS related emitter and special equipment assets in support of CAS operations including airborne equipment operation. The contractor shall be required to fly on board aircraft to supply CAS engineering support and shall qualify personnel as required to support this flight requirement. The contractors shall conduct electromagnetic compatibility safety-of-flight testing and issue approval when required.

4.2.5.4 CAS FLIGHT SCHEDULING: [FIRM FIXED PRICE CLIN] The contractor shall be responsible for reserving and scheduling aircraft and airspace as required to support DT&E, OT&E, fleet training and other customer requirements. The contractor shall be responsible for generating cost estimates along with budgeting and invoicing associated with the flight scheduling.

4.2.5.5 CAS DATABASE MANAGEMENT: [FIRM FIXED PRICE CLIN] The contractor shall be responsible for maintaining the CAS database to track the following (including but not limited to): flight times, travel expenses, and asset availability.

4.3 SYSTEMS ENGINEERING

The contractor shall provide systems engineering services to the Research and Engineering Department of NAWCAD in support of Navigation, Combat Identification, Communications Systems acquisition, and air-ship integration. Services to be provided shall include the following:

4.3.1 Combat Identification: The contractor shall provide systems engineering services in support of aircraft Combat Identification Systems acquisition.

4.3.1.1 Engineering Support: The contractor shall provide engineering services in support of all phases of Combat Identification Systems acquisition programs, including system concept, development, implementation, and system integration. The contractor shall attend and gather pertinent information at design review and specification working group meetings. The contractor shall prepare position papers and other planning documents as necessary to articulate and emphasize developmental issues to NAVAIRSYSCOM and provide recommendations and inputs. Position papers and other inputs shall be provided in accordance with (CDRL A007).

4.3.1.2 Document Preparation Review and Evaluation: The contractor shall review and study various documents and evaluate system effectiveness and suitability for Naval Air applications. Documents such as specifications, system designs, interface control documents, etc., will be reviewed in detail and the system's potential effectiveness, suitability and implications, including deficiencies, shall be specifically described. Comments and inputs shall be provided in accordance with (CDRL A008).

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 29 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4.3.2 Navigation: The contractor shall provide systems engineering services in support of aircraft Navigation Systems acquisition.

4.3.2.1 Engineering Support: The contractor shall provide engineering services in support of all phases of Navigation Systems acquisition programs, including system concept, development, implementation, and system integration. Position papers and other inputs shall be provided in accordance with (CDRL A007).

4.3.2.2 Document Preparation Review and Evaluation: The contractor shall review and study various documents and evaluate system effectiveness and suitability for Naval Air applications. Documents such as specifications, system designs, interface control documents, etc., will be reviewed in detail and the system's potential effectiveness, suitability and implications, including deficiencies, shall be specifically described. Comments and inputs shall be provided in accordance with (CDRL A008).

4.3.3 Communications: The contractor shall provide systems engineering services in support of aircraft Communications Systems acquisition.

4.3.3.1 Engineering Support: The contractor shall provide engineering services in support of all phases of Communications Systems acquisition programs, including system concept, development, implementation, and system integration. Position papers and other inputs shall be provided in accordance with (CDRL A007).

4.3.3.2 Document Preparation Review and Evaluation: The contractor shall review and study various documents and evaluate system effectiveness and suitability for Naval Air applications. Documents such as specifications, system designs, interface control documents, etc., will be reviewed in detail and the system's potential effectiveness, suitability and implications, including deficiencies, shall be specifically described. Comments and inputs shall be provided in accordance with (CDRL A008).

4.3.4 Antenna: The contractor shall provide systems engineering services in support of aircraft Antenna Systems acquisition.

4.3.4.1 Engineering Support: The contractor shall provide engineering services in support of all phases of Antenna Systems acquisition programs, including system concept, development, implementation, system integration, and flight test. Position papers and other inputs shall be provided in accordance with (CDRL A007).

4.3.4.2 Document Preparation Review and Evaluation: The contractor shall review and study various documents and evaluate system effectiveness and suitability for Naval Air applications. Documents such as specifications, system designs, interface control documents, etc., will be reviewed in detail and the antenna's potential effectiveness, suitability and implications, including deficiencies, shall be specifically described. Comments and inputs shall be provided in accordance with (CDRL A008).

4.3.5 Air-Ship integration: The contractor shall provide technical support services to support aviation/ship integration issues. The contractor shall provide input to NAVAIR standards for use by Government and industry customers to document systems requirements and performance specifications to effectively and safely operate aircraft from air capable ships. Onsite coordination with Government and industry organizations, as well as subject matter experts, is required. Inputs shall be provided in accordance with (CDRL A009).

5.0 GOVERNMENT FURNISHED FACILITIES AND EQUIPMENT

5.1 Government Furnished and Accessible Facilities: The Government will provide access to facilities in which to perform applicable statement of work requirements. These facilities are located at Naval Air Warfare Center, Aircraft Division, Patuxent River, MD.

5.2 Government Furnished Equipment: The Government will provide RDT&E ADP equipment and previously in-house and publicly available software at the Government facilities and for use at the contractor's facility to facilitate development, testing, data reduction, analysis, and archiving, as applicable, with statement of work requirements. The Government will provide all office furniture (i.e. tables, chairs, file cabinets, etc.) required to execute the tasks for those who will be located at the Government facility.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 30 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.0 TRAVEL

The contractor may be required to travel off-site to provide support services. All trips taken by contractor personnel shall be in accordance with the specific task requirements. Trip reports shall be provided in accordance with (CDRL A010).

7.0 MATERIAL

The contractor shall provide material, equipment and other items (e.g., incidental specialized parts, repair items, etc.) which are necessary or integral to the performance of technical and engineering services under this contract. All material requirements will be authorized and approved by the task order manager.

8.0 NAVY MARINE CORP INTRANET (NMCI)

8.1 This contract requires the use of and 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 on NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

8.2 The contractor shall procure the NMCI Services as identified in the tasks for contract performance.

8.3 Upon contract award, the contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from NMCI contractor. No NMCI Order may be placed without 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.

8.4 The procurement of NMCI services shall be charged in accordance with the contractor's disclosed or established cost practice. If a direct charge, the Government shall reimburse the contractor for the placement of NMCI orders including applicable indirect burdens (general and administrative, etc.), excluding profit or fee.

9.0 SECURITY REQUIREMENTS

9.1 All contractor personnel supporting tasks under this order must have or be able to obtain a security clearance that is appropriate for the position and services provided under this PBSOW. (Refer to DD Form 254)

9.2 Only U.S. citizens may perform under this PBSOW. Any person having had a security clearance revoked for any reason shall be ineligible to perform under this PBSOW. All contractor personnel supporting tasking under this PBSOW must be able to obtain an appropriate security clearance.

9.3 Identification Badges: Contractor identification badges shall be issued by the Government to on-site contractor personnel and must be visible at all times while contractor employees are at NAVAIR sites. The contractor must furnish all requested information required to facilitate issuance of identifications badges and must conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the Security Department at NAVAIR within 48 hours following the completion of the contract relocation, or termination of an employee, or upon the request of the Contracting Officer.

10.0 PLACE OF PERFORMANCE

10.1 The place of performance shall be at the following locations:

- Naval Air Warfare Center, Aircraft Division, Patuxent River MD
- Contractor Site

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 31 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

11.0 DELIVERABLES

All deliverables shall be delivered in accordance with the schedules and conditions specified in the attached Contracts Data Requirements List (CDRL), DD Form 1423.

A001 Monthly Report
A002 Test Plan
A003 Laboratory Status Report
A004 Test and Evaluation Report
A005 Document Review
A006 DRAMS Report
A007 Systems Engineering Papers
A008 Systems Engineering Document Review
A009 Air-Ship Integration Report
A010 Trip Report

12.0 **CLINGER-COHEN ACT:** This clause is **required** in all IT procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

13.0 Information Assurance (IA):

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

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

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- Navy IA Pub 5239-02 --Terms, Abbreviations, and Acronyms
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems
- CJCSI 6250.01 (series) --Satellite Communications
- CJCSI 6215.01 (series) --Policy for Department of Defense Voice Networks
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI 8510.bb--DoD Information Assurance certification and Accreditation Process (DIACAP) (DRAFT)
- DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, "DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP)," 30 Dec 1997
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"

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

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 32 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NAVAIR portal at <https://air74.navair.navy.mil>

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)), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 33 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 34 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

Inspection and Acceptance shall be in accordance with Section E of the Seaport-e Basic Contract.

See Attachment 2 for the Quality Assurance Surveillance Plan.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 35 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	8/23/2007 - 6/30/2008
1100	7/1/2008 - 6/30/2009
2000	8/23/2007 - 8/22/2008
2100	8/23/2008 - 8/22/2009
3000	8/23/2007 - 6/30/2008
3001	8/23/2007 - 6/30/2008
3002	8/23/2007 - 6/30/2008
3100	7/1/2008 - 6/30/2009
3101	7/1/2008 - 6/30/2009
3102	7/1/2008 - 6/30/2009
4200	6/15/2009 - 6/14/2010
5200	8/23/2009 - 8/22/2010
6200	6/15/2009 - 6/14/2010
6201	6/15/2009 - 6/14/2010
6202	6/15/2009 - 6/14/2010

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

4300	6/15/2010 - 6/14/2011
5300	8/23/2010 - 8/22/2011
6300	6/15/2010 - 6/14/2011
6301	6/15/2010 - 6/14/2011
6302	6/15/2010 - 6/14/2011

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

F-1 Task Order Options

(b) The Government may extend the term of this order by written notice to the Contractor within 5 days of the end of the current period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 36 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(c) If the Government exercises this option, the extended order shall be considered to include this option provision.

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 4 years.

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, Code (N/A).

(2) ACO, Code (N/A).

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

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

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

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

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

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

Code 5.1.2.2
Mission Systems Evaluation Division
22777 Saufley Rd
Patuxent River MD 20670

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 79 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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.

(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.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 80 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(e) Contracting restrictions.

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

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

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or 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 3 Years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 81 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[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 3 Years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

5252.211-9502 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.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 82 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (NAVAIR) (OCT 1994)

A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, Attachment 4 will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (JUL 1985)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) the amount available for payment and allotted to this incrementally funded option period is \$10,664,094.68;

(b) the items covered by such amount are Item(s) CLINs 4200, 6200, 6201, 6202;

(c) the period of performance for which it is estimated the allotted amount will cover is June 15, 2009 through May 10, 2010.

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 83 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

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

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

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 84 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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.

5252.242-9515 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

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 85 of 87	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contractor's proposal shall constitute written approval of those purchases.

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

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

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

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

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

NAVAIR/AD Aircraft Support Contracts Department (AIR 2.5 Division)

Bldg 441, Code 2.5E (Pamela K.Gray)

Naval Air Warfare Center Aircraft Division

21983 Bundy Road, Bldg. 441

Patuxent River, MD 20670-1127

Telephone: 301-757-9780

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CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 86 of 87	FINAL
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SECTION I CONTRACT CLAUSES

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

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

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

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

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

52.252-2 Clauses Incorporated by Reference (Feb 1998)

Clauses Incorporated by Reference This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

(End of Clause)

Task Order I-1 Task Order Options and Award Terms

(a) The Government may extend the term of this order by written notice to the Contractor within 7 calendar days of the end of the current period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this order, including the exercise of any options and award terms under this clause, shall not exceed 4 years and 6 months.

Task Order I-2 Option to Extend Order

The Government may require continued performance of any services within the limits and at the rates specified in the order. 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 calendar days of the end of the current period of performance.

52.222-41 Service Contract Act (1965)

52.232-22 Limitation of Funds (Apr 1984)

52.245-1 Government Property (June 2007)

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 87 of 87	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 1, Contract Data Requirements List, DD Form 1423, 5 Pages

Attachment 2, Quality Assurance Sureveillance Plan, QASP, 9 Pages

Attachment 3, Wage Determinations Number 2005-2103, Revision 7, 13 Pages

Attachment 4, Department of Defense, Contract Security Classification Specification, DD Form 254, 3 Pages

Attachment 5, COR/TOM Appointment Letter and List of Specific Assigned Duties, 4 Pages