

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE 21-Dec-2011	4. REQUISITION/PURCHASE REQ. NO. 1300238628	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060 jessica.reitman@navy.mil 732-323-4188	CODE N68335	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 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) Eagle Systems 22560 Epic Drive Suite 100 California MD 20619-3097		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4304-4Y02
		10B. DATED (SEE ITEM 13) 22-Dec-2008
CAGE CODE 6V657	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

<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) Pursuant to FAR Clause 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) Laurie Paz, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Laurie Paz (Signature of Contracting Officer)	16C. DATE SIGNED 21-Dec-2011
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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## GENERAL INFORMATION

### Point of Contact

The Contract Specialist for this modification is Jessica Reitman, Phone: (732) 323-1682

Email: [jessica.reitman@navy.mil](mailto:jessica.reitman@navy.mil)

The COR for this contract is Patrick Weaver, Phone: (301) 757-6831

E-mail: [Patrick.weaver@navy.mil](mailto:Patrick.weaver@navy.mil)

The Technical Point of Contact is Paul McGuire, Phone: (732) 323-7571

E-mail: [paul.mcguire@navy.mil](mailto:paul.mcguire@navy.mil)

The Eagle Systems Inc. Point of Contact is Dawn Tennyson, Phone: (301) 863-2453

E-mail: [dtennyson@eaglesystemsinc.net](mailto:dtennyson@eaglesystemsinc.net)

**The purpose of this modification** is to Exercise Option Year 3 and incrementally fund CLINs 4200 Labor, 6600 Travel, 6700 Material, and 6800 NMCI.

### Funding Supports the Following Tasks:

Program management support for CSE commodities.

5.1 Engineering Technical Support. The contractor shall perform the following engineering and technical support tasking for design, development, integrate, test/evaluation and fleet support of ATS and OTPSs:

5.1.1 Monitor, evaluate, and report on the progress of critical testing technologies and provide sufficient information to support Technology Readiness Reviews or to plan for technology insertion or pre-planned product improvements. Provide assistance during the technical evaluation of Request for Information and Request for Proposal submissions.

5.1.2 Participate in requirements analysis, special studies, and investigations to define high level performance, engineering, test, or logistics requirements for new and ECP CASS modernization programs.

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5.1.3 Review, provide analysis, and make recommendations concerning parts obsolescence and equipment reliability issues including redesign options, standardization approaches, and proactive design initiatives for new and ECP CASS Modernization initiatives. Identify performance, cost, schedule, and risk impacts.

5.1.4 Monitor and report on prime contractor's ATS and TPS development, integration, test, and manufacturing progress, as applicable. Analyze identified deficiencies and recommend correction/work-around alternatives.

5.1.5 Participate in and/or support industry liaison meetings, design reviews, IPT meetings, technical working groups, technical interchange meetings, system readiness reviews, test readiness reviews, and other technology related meeting/conferences.

5.1.6 Provide technical support to assure conformance to specifications and standardization during TPS design, development, integration, testing, and Fleet implementation. Investigate hardware/software Trouble Reports submitted by test activities, depots, field activities, Fleet users, and other organizations and recommend resolutions.

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The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$6,006,602.63 by \$2,024,910.00 to \$8,031,512.63.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420001	APN	0.00	283,344.00	283,344.00
420002	APN	0.00	965,719.00	965,719.00
420003	APN	0.00	225,000.00	225,000.00
420004	APN	0.00	356,291.00	356,291.00
660001	APN	0.00	6,000.00	6,000.00
660002	APN	0.00	54,262.00	54,262.00
660003	OPN	0.00	86,740.00	86,740.00
670001	OPN	0.00	28,000.00	28,000.00
680001	OPN	0.00	17,554.00	17,554.00
680002	APN	0.00	2,000.00	2,000.00

The total value of the order is hereby increased from \$10,946,167.00 by \$4,069,478.00 to \$15,015,645.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4200	0.00	3,746,876.00	3,746,876.00
6600	0.00	147,002.00	147,002.00
6700	0.00	66,710.00	66,710.00
6800	0.00	108,890.00	108,890.00

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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	Labor for the Base Period. The contractor shall provide support services in accordance with Section C. (OTHER)	34992.0	LH	\$2,893,244.00	\$231,460.00	\$3,124,704.00
100001	Funding for CLIN 1000 in the amount of \$432,463.00 (RDT&E)					
100002	Funding for CLIN 1000 in the amount of \$342,016.00 (OTHER)					
100003	Funding for CLIN 1000 in the amount of \$120,528.00 (OTHER)					
100004	Funding for CLIN 1000 in the amount of \$412,264.00 (OTHER)					
100005	Funding for CLIN 1000 in the amount of \$127,680.00 (RDT&E)					
100006	Funding for CLIN 1000 in the amount of \$248,988.00 (WCF)					
100007	Funding for CLIN 1000 in the amount of \$55,242.96 (OTHER)					
100008	Funding for CLIN 1000 in the amount of \$0.00 (RDT&E)					

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100009 Funding for CLIN  
1000 in the  
amount of \$0  
(OTHER)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
3000	Travel for the Base Period. (OTHER)	1.0	LO	\$114,335.00
300001	Funding for CLIN 3000 in the amount of \$24,000. (RDT&E)			
300002	Funding for CLIN 3000 in the amount of \$10,500. (OTHER)			
300003	Funding for CLIN 3000 in the amount of \$3,000. (OTHER)			
300004	Funding for CLIN 3000 in the amount of \$1,403.22 (OTHER)			
300005	Funding for CLIN 3000 in the amount of \$0.00 (RDT&E)			
300006	Funding for CLIN 3000 in the amount of \$0 (WCF)			
300007	Funding for CLIN 3000 in the amount of \$0.00 (OTHER)			
300008	Funding for CLIN 3000 in the amount of \$0.00 (OTHER)			
300009	Funding for CLIN 3000 in the amount of \$0 (OTHER)			
3100	Material Costs for the Base Period. (OTHER)	1.0	LO	\$61,578.00

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310001 Funding for CLIN  
3100 in the  
amount of  
\$20,000. (RDT&E)

310002 Funding for CLIN  
3100 in the  
amount of  
\$15,000. (OTHER)

310003 Funding for CLIN  
3100 in the  
amount of \$3,001.  
(OTHER)

310004 Funding for CLIN  
3100 in the  
amount of \$9,000.  
(OTHER)

310005 Funding for CLIN  
3100 in the  
amount of  
\$4,563.61 (OTHER)

310006 Funding for CLIN  
3100 in the  
amount of  
\$148.00. (RDT&E)

3200 NMCI Costs for 1.0 LO \$76,223.00  
the Base Period.  
(OTHER)

320001 Funding for CLIN  
3200 in the  
amount of  
\$19,819.00.  
(OTHER)

320002 Funding for CLIN  
3200 in the  
amount \$19,032.38  
(OTHER)

320003 Funding for CLIN  
3200 in the  
amount of \$0.00  
(OTHER)

320004 Funding for CLIN  
3200 in the  
amount of \$0.00  
(RDT&E)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Labor for Option Period I. The	36936.0	LH	\$3,134,138.00	\$250,731.00	\$3,384,869.00

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contractor shall  
provide support  
services in  
accordance with  
Section C.  
(OTHER)

400001 Funding for CLIN  
4000 in the  
amount of  
\$75,000. (WCF)

400002 Funding for CLIN  
4000 in the  
amount of  
\$15,000. (OTHER)

400003 Funding for CLIN  
4000 in the  
amount of  
\$19,000. (OTHER)

400004 Funding for CLIN  
4000 in the  
amount of \$4,000.  
(OTHER)

400005 Funding for CLIN  
4000 in the  
amount of  
\$630,153.00.  
(WCF)

400006 Funding for CLIN  
4000 in the  
amount of  
\$315089.00. (WCF)

400007 Funding for CLIN  
4000 in the  
amount of  
\$465,001.00  
(OTHER)

400008 Funding for CLIN  
4000 in the  
amount of \$10,800  
(OTHER)

400009

400010 Funding for CLIN  
4000 in the  
amount of  
\$303540.94  
(OTHER)

400011 Funding for CLIN  
4000 in the  
amount of  
\$10,000.00  
(OTHER)

4100 Labor for Option 38880.0 LH \$3,348,093.00 \$267,847.00 \$3,615,940.00

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Period II. The contractor shall provide support services in accordance with Section C.  
(OTHER)

- 410001 Funding in the amount of \$28,762.00  
(OTHER)
- 410002 Funding in the amount of \$223,599.00  
(OTHER)
- 410003 Funding in the amount of \$25692.00 (OTHER)
- 410004 Funding in the amount of \$313709.00  
(OTHER)
- 410005 Funding in the amount of \$13162.0 (OTHER)
- 410006 Funding in the amount of \$142,932.00  
(OTHER)
- 410007 Funding in the amount of \$5,996.00 (OTHER)
- 410008 Funding in the amount of \$299,640.00  
(OTHER)
- 410009 Funding in the amount of \$80,663.00  
(OTHER)
- 410010 Funding in the amount of \$205,000.00  
(OTHER)
- 410011 Funding in the amount of \$224,999.00  
(OTHER)
- 410012 Funding in the amount of \$0.00  
(APN)

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410013 Funding in the amount of \$141,501.00 (RDT&E)

410014 Funding in the amount of \$129,524.00 (RDT&E)

410015 Funding in the amount of \$68,500.50 (OTHER)

4200	Labor for Option Period III. The contractor shall provide support services in accordance with Section C. (OTHER)	38880.0	LH	\$3,469,330.00	\$277,546.00	\$3,746,876.00
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420001 Funding for CLIN 4200 in the amount of \$283,344.00 (APN)

420002 Funding for CLIN 4200 in the amount of \$965,719.00 (APN)

420003 Funding for CLIN 4200 in the amount of \$225,000.00 (APN)

420004 Funding for CLIN 4200 in the amount of \$356,291.00 (APN)

4300	Labor for Option Period IV. The contractor shall provide support services in accordance with Section C. (OTHER) Option	38880.0	LH	\$3,595,110.00	\$287,609.00	\$3,882,719.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Travel for Option Period I. (OTHER)	1.0	LO	\$125,224.00

600001 Funding for CLIN

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6000 in the  
amount of \$5,000.  
(OTHER)

600002 Funding for CLIN  
6000 in the  
amount of  
\$38,349.00. (WCF)

600003 Funding for CLIN  
6000 in the  
amount of  
\$16,651.00. (WCF)

600004 Funding for CLIN  
6000 in the  
amount of  
\$22,500.00  
(OTHER)

600005 Funding for CLIN  
6000 in the  
amount of  
\$4,200.00 (OTHER)

600006 Funding for CLIN  
6000 in the  
amount of  
\$23,459.06  
(OTHER)

600007 Funding for CLIN  
6000 in the  
amount of  
\$9,872.46 (OTHER)

6100 Material Costs                    1.0 LO            \$61,578.00  
for Option Period  
I. (OTHER)

610001 Funding for CLIN  
6100 in the  
amount of \$2,000.  
(OTHER)

610002 Funding for CLIN  
6100 in the  
amount of  
\$30,000.00. (WCF)

610003 Funding for CLIN  
6100 in the  
amount of  
\$14,000.00  
(OTHER)

610004 Funding for CLIN  
6100 in the  
amount of  
\$10,000.00  
(OTHER)

6200 NMCI Costs for                    1.0 LO            \$81,668.00  
Option Period I.

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(OTHER)

620001 Funding for CLIN  
6200 in the  
amount of  
\$31578.00 (WCF)

620002 Funding for CLIN  
6200 in the  
amount of  
\$10,050.00  
(OTHER)

6300 Travel for the 1.0 LO \$136,113.00  
Option Period II.  
(OTHER)

630001 Funding in the  
amount of  
\$15,500.00  
(OTHER)

630002 Funding in the  
amount of  
\$45,304.00  
(OTHER)

630003 Funding in the  
amount of  
\$20,000.00  
(OTHER)

630004 Funding in the  
amount of  
\$15,000.00  
(OTHER)

630005 Funding in the  
amount of  
\$23,975.00  
(RDT&E)

630006 Funding in the  
amount of  
\$7,251.50 (OTHER)

6400 Material Costs 1.0 LO \$61,578.00  
for Option Period  
II. (OTHER)

640001 Funding in the  
amount  
of \$19,000.00  
(OTHER)

640002 Funding in the  
amount of  
\$9,000.00 (OTHER)

6500 NMCI Costs for 1.0 LO \$102,357.00  
Option Period II.  
(OTHER)

650001 Funding for CLIN

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6500 in the  
amount of  
\$24,000.00  
(OTHER)

6600 Travel for Option 1.0 LO \$147,002.00  
Period III.  
(OTHER)

660001 Funding for CLIN  
6600 in the  
amount of  
\$6000.00 (APN)

660002 Funding for CLIN  
6600 in the  
amount of  
\$54,262.00 (APN)

660003 Funding for CLIN  
6600 in the  
amount of  
\$86,740.00 (OPN)

6700 Material Costs 1.0 LO \$66,710.00  
for Option Period  
III. (OTHER)

670001 Funding for CLIN  
6700 in the  
amount of  
\$28,000.00 (OPN)

6800 NMCI Costs for 1.0 LO \$108,890.00  
Option Period  
III. (OTHER)

680001 Funding for CLIN  
6800 in the  
amount of  
\$17,554.00 (OPN)

680002 Funding for CLIN  
6800 in the  
amount of  
\$2,000.00 (APN)

6900 Travel Costs for 1.0 LO \$157,891.00  
Option Period IV.  
(OTHER)  
Option

6901 Material costs 1.0 LO \$71,841.00  
for Option Period  
IV. (OTHER)  
Option

6902 NMCI costs for 1.0 LO \$119,779.00  
Option Period IV.  
(OTHER)  
Option

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The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional SLINs during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

The Base Period of the Task Order, and the option periods if exercised, will be Cost Plus Fixed Fee.

For estimating purposes only, the following historical data is being provided as a guide for preparing future requirements. The contractor is not bound by these historical hours and is encouraged to provide innovative solutions and labor mixes for fulfilling the requirements as stated in the SOW.

For informational purposes only, the Government Estimate per period is as follows:

\*Indicates Key Personnel

**Labor Category Estimated Hours for Base Year**

* Project Manager (On Site)	1,944
*Senior Program Analyst (On Site)	972
*Senior Program Analyst (Off Site)	972
Program Analyst (On Site)	3,888
*Senior Aquisition Specialist (On Site)	3,888
Information Sys. Analyst (On Site)	1,944
Information Assurance Tech Spec (Off Site)	1,944
Jr. Information Assurance Tech Spec (On Site)	1,944
Logistics Analyst (On- Site)	5,832
*Sr. TPS Engineer (Off-Site)	3,888
*Sr. ATS/TPS Engineer Tech (Off-Site)	3,888
*Sr. Electrical Eng (Off Site)	1,944
Sr. Financial Analyst	0
Electrical Engineer	1,944

**Labor Category Estimated Hours for Option Period I**

* Project Manager (On Site)	1,944
*Senior Program Analyst (On Site)	972
*Senior Program Analyst (Off Site)	972
Program Analyst (On Site)	3,888
*Senior Aquisition Specialist (On Site)	3,888
Information Sys. Analyst (On Site)	1,944
Information Assurance Tech Spec (Off Site)	1,944
Jr. Information Assurance Tech Spec (On Site)	1,944
Logistics Analyst (On-Site)	5,832
*Sr. TPS Engineer (Off-Site)	3,888
*Sr. ATS/TPS Engineer Tech (Off-Site)	3,888
*Sr. Electrical Eng (Off Site)	1,944
Sr. Financial Analyst	1,944
Electrical Engineer	1,944

**Labor Category Estimated Hours for Option Period II**

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* Project Manager (On Site)	1,944
*Senior Program Analyst (On Site)	972
*Senior Program Analyst (Off Site)	972
Program Analyst (On Site)	5,832
*Senior Aquisition Specialist (On Site)	3,888
Information Sys. Analyst (On Site)	1,944
Information Assurance Tech Spec (Off Site)	1,944
Jr. Information Assurance Tech Spec (On Site)	1,944
Logisistics Analyst (On-Site)	5,832
*Sr. TPS Engineer (Off-Site)	3,888
*Sr. ATS/TPS Engineer Tech (Off-Site)	3,888
*Sr. Electrical Eng (Off Site)	1,944
Sr. Financial Analyst	1,944
Electrical Engineer	1,944

**Labor Category Estimated Hours for Option Period III**

* Project Manager (On Site)	1,944
*Senior Program Analyst (On Site)	972
*Senior Program Analyst (Off Site)	972
Program Analyst (On Site)	5,832
*Senior Aquisition Specialist (On Site)	3,888
Information Sys. Analyst (On Site)	1,944
Information Assurance Tech Spec (Off Site)	1,944
Jr. Information Assurance Tech Spec (On Site)	1,944
Logisistics Analyst (On-Site)	5,832
*Sr. TPS Engineer (Off-Site)	3,888
*Sr. ATS/TPS Engineer Tech (Off-Site)	3,888
*Sr. Electrical Eng (Off Site)	1,944
Sr. Financial Analyst	1,944
Electrical Engineer	1,944

**Labor Category Estimated Hours for Option Period IV**

* Project Manager (On Site)	1,944
*Senior Program Analyst (On Site)	972
*Senior Program Analyst (Off Site)	972
Program Analyst (On Site)	5,832
*Senior Aquisition Specialist (On Site)	3,888
Information Sys. Analyst (On Site)	1,944
Information Assurance Tech Spec (Off Site)	1,944
Jr. Information Assurance Tech Spec (On Site)	1,944
Logisistics Analyst (On-Site)	5,832
*Sr. TPS Engineer (Off-Site)	3,888
*Sr. ATS/TPS Engineer Tech (Off-Site)	3,888

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*Sr. Electrical Eng (Off Site)	1,944
Sr. Financial Analyst	1,944
Electrical Engineer	1,944

**Travel Estimate**

Base Period \$105,000

Option Period I \$115,000

Option Period II \$125,000

Option Period III \$135,000

Option Period IV \$145,000

**Material Estimate**

Base Period \$60,000

Option Period I \$60,000

Option Period II \$60,000

Option Period III \$65,000

Option Period IV \$70,000

**NMCI Estimate**

Base Period \$70,000

Option Period I \$75,000

Option Period II \$94,000

Option Period III \$100,000

Option Period IV \$110,000

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **Performance Based Statement of Work (PBSOW)**

#### **Engineering Technical and Integrated Product Team Support Services for Consolidated Automated Support System (CASS) Modernization Programs**

##### **1.0 INTRODUCTION**

This performance work statement defines the requirements for engineering, technical and Integrated Product Team (IPT) support services needed in support of CASS modernization programs. In order to support these requirements, a diverse staff with specific in-depth knowledge and experience in leading edge technology and acquisition is required.

##### **2.0 BACKGROUND**

In support of Naval aviation, the Common Aviation Support Equipment Program Office is responsible for program management, acquisition, development, and life-cycle support of all NAVAIR Automatic Test Systems (ATS) and offload of legacy Operational Test Program Set (OTPS) hardware/software. Appropriately, it continually initiates efforts to acquire new state-of-the-art test capabilities for emerging weapon systems employed by the USN, USMC, FMS, and other DoD services. These capabilities involve new testing strategies and next-generation hardware and software advancements such as synthetic instrumentation, high-speed digital technology, and direct to test technologies including, diagnostic reasoners/net-centric diagnostics, smart TPSs, and Automatic Test Markup Language (ATML).

To capitalize on these new advances, the Program Office has the need to provide expertise from multiple disciplines across various competencies to provide IPT support for the CASS Modernization Program. The CASS Modernization IPT will implement the next generation test capabilities through programs such as eCASS and retrofits into existing ATSs and OTPSs.

##### **3.0 SCOPE OF WORK**

This SOW describes a broad range of engineering, technical and Integrated Program Team support services required for acquisition, development, test, production, and Fleet implementation of CASS Modernization programs.

##### **4.0 APPLICABLE DOCUMENTS**

10 U.S.C. Section 2224, Defense Information Assurance Program  
Public Law 104-208, Clinger-Cohen Act of 1996

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CJCSI 651 0.01D, Information Assurance (IA) and Computer Network Defense (CND)  
DoD Directive 5000.1 The Defense Acquisition System  
DoD Directive 8500.1, Information Assurance  
DoD Instruction 4630.8, Procedures for Interoperability and Supportability of Information

Technology (IT) and National Security Systems (NSS)  
DoD Instruction 5000.2 Operation of the Defense Acquisition System  
DoD Instruction 5200.40, DoD IT Security Certification and Accreditation Process (DITSCAP)  
DoD Instruction 8500.2, IA Implementation

DoD Instruction 8580.1, IA in the Defense Acquisition System  
DoD 5105.38-M, Security Assistance Management Manual (SAMM)

DoD 5220.22-M, National Industrial Security Program

DoD 8510.1-M. DITSCAP Application Manual

NAVAIR Contracting for Supportability Guide

NAVAIRINST 3960.2, Test and Evaluation

NAVAIRINST 4200.36B, Acquisition Plans (APs)

NAVAIRINST 4200.37A, The Procurement Initiation Document (PID) Process

NAVAIR Instruction 13630.2E, Optimizing the Consolidated Automated Support System at All

Levels of Maintenance From Factory to Field

## 5.0 PERFORMANCE REQUIREMENTS

**5.1 Engineering Technical Support.** The contractor shall perform the following engineering and technical support tasking for design, development, integrate, test/evaluation and fleet support of ATS and OTPSs:

5.1.1 Monitor, evaluate, and report on the progress of critical testing technologies and provide sufficient information to support Technology Readiness Reviews or to plan for technology insertion or pre-planned product improvements. Provide assistance during the technical evaluation of Request for Information and Request for Proposal submissions.

5.1.2 Participate in requirements analysis, special studies, and investigations to define high level performance, engineering, test, or logistics requirements for new and ECP CASS modernization programs.

5.1.3 Review, provide analysis, and make recommendations concerning parts obsolescence and equipment reliability issues including redesign options, standardization approaches, and proactive

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design initiatives for new and ECP CASS Modernization initiatives. Identify performance, cost, schedule, and risk impacts.

5.1.4 Monitor and report on prime contractor's ATS and TPS development, integration, test, and manufacturing progress, as applicable. Analyze identified deficiencies and recommend correction/work-around alternatives.

5.1.5 Participate in and/or support industry liaison meetings, design reviews, IPT meetings, technical working groups, technical interchange meetings, system readiness reviews, test readiness reviews, and other technology related meeting/conferences.

5.1.6 Provide technical support to assure conformance to specifications and standardization during TPS design, development, integration, testing, and Fleet implementation. Investigate hardware/software Trouble Reports submitted by test activities, depots, field activities, Fleet users, and other organizations and recommend resolutions.

5.2 **Integrated Program Support.** The contractor shall perform the following Integrated Program team support tasking:

5.2.1 Assist Deputy Program Managers (DPM) in program planning efforts and preparation of program schedules, program management plans, and necessary documentation to obtain Milestone Decision Authority approval for new ATSS and implementation of modernization ECPs.

5.2.2 Assess the execution status of CASS Modernization and related ECP programs. Using automated tools, generate program reports, review assessments, earned value determinations, and program progress determination. Advise DPMs of evolving technical and program issues and problem resolution alternatives.

5.2.3 Prepare materials for and participate in program-related meetings such as program status briefs, program management reviews, in-process and quarterly/mid-year reviews, and Milestone Decision meetings. Draft and distribute minutes, action items, and other pertinent information electronically, when applicable.

5.2.4 Track, review, and evaluate contract deliverables and provide applicable comments and acceptance/rejection recommendations. Periodically conduct audits of deliverables to ensure that a detailed and adequate audit trail exists.

5.2.5 Analyze and make ATS recommendations regarding Fleet introduction, integration, installation, and supportability requirements.

5.2.6 Provide support in the analysis, evaluation, and tracking of configuration management baselines.

5.2.7 Provide data management support for all program management acquisition data, including tracking, receipt, cataloging, data imaging, development of automated data management tools, and distribution of program data and data products.

5.2.8 Act as the focal point for providing IA support to all programs and liaison between AIR

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7.2.6 and programs for any IA/IT compliance issues. Research and formulate resolutions to compliance issues arising from evolving DoD and Navy policies and guidance. Assist with DITSCAP certification and accreditation requirements.

5.2.9 Provide the program, financial, and contract management necessary to plan, coordinate, track, and execute the tasks contained within the PWS.

5.2.10 Provide website maintenance and connectivity and develop program databases to support inter-team and intra-team communications while protecting proprietary information.

5.3 **Acquisition Support.** The contractor shall perform the following acquisition support tasking:

5.3.1 Perform requirements analysis, market research, and assessment of Request For Information responses to provide planning recommendations for acquisition of new and modified CASS ATS and OTPSs and to develop specifications.

5.3.2 Assist in the formulation, review and update of acquisition-related documentation such as Acquisition Plans, Acquisition Strategy Reports, Capability Development Documents, Acquisition Program Schedules, and Acquisition Program Baseline Agreements, and Procurement Initiation Documents. Liaison with all levels of NAVAIR personnel, contracting officers, industry, and field activities to support documentation preparation and review.

5.3.3 Participate in the preparation and conduct of Procurement Planning Conferences and preparation of Procurement Planning Agreements.

5.3.4 Provide inputs to procurement-related documents such as Justifications and Approvals, Request for Proposals, Statement of Works/Objectives, Equipment/Software Specifications, Contract Data Requirements Lists, CLIN structures, Source Selection Plans, Test and Evaluation Master Plans, and other pertinent documents, as necessary.

5.3.5 Prepare ECPs and supporting documentation and process ECPs through the approval process.

5.4 **Financial/Budgetary Support.** The contractor shall perform the following financial/budgetary support tasking:

5.4.1 Collect Work Breakdown Structure (WBS) inputs and prepare planning and execution documents/reports to assist in workload planning and command staffing evolutions. Maintain WBS databases and generate reports such as Activity vs. Budget Reports, Project by Activity Reports, and Resource Lists.

5.4.2 Support fiscal year budget planning, program execution, and out-year planning to include development and preparation of Planning, Programming, and Budgeting System (PPBS) documents, spending plans, justifications, and reclaims.

5.4.3 Assist DPMs in identifying and monitoring funded and unfunded requirements and prepare funds execution documents through the Enterprise Resource Planning (ERP) tool.

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5.4.4 Collect, compile and analyze financial, project, and cost data in response to program data calls.

## 6.0 DELIVERABLES

6.1 The contractor shall submit a monthly progress and financial report in accordance with CDRL A001.

## 7.0 SECURITY

Tasking under this task order shall be conducted at security classifications up to and including SECRET. Contractor personnel assigned to support classified tasking shall maintain appropriate security clearance.

## 8.0 TRAVEL

Contractor personnel shall travel as required to provide needed tasks through off-site meetings, training, conferences, design reviews, site surveys, or other events. All travel will be performed in accordance with the provisions of the most current Joint and Federal Travel Regulations.

## 9.0 PLACE OF PERFORMANCE

The primary place of performance will be on-site at NAVAIR Patuxent River, MD or off-site at the Contractor's facility as required by the Government. During the performance of tasks under this contract, the Contractor personnel shall be required to commute between NAVAIR Patuxent River, MD and the Contractor's facility for the purpose of performing tasks that require the use of equipment and systems at the respective facility and for the purpose of obtaining direction and instruction. The contractors must support meetings at NAVAIR, Patuxent River, MD within 30 minutes of meeting notification. During the task order performance period, performance may also be required at NAVAIR Lakehurst, NJ.

## 10.0 STANDARDS OF QUALITY AND TIMELINESS

The Contractor's performance will be measured in accordance with the criteria specified in the following table:

## 11.0 COMPLIANCE CLAUSE

All Information Technology Systems or software/application development, modification or support will be performed in accordance with Defense Business Transformation guidance, DON/NAVAIR Functional Area Manager (FAM) Policies & Guidance, Network & Server Registration, & Web Enablement mandates.

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

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

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

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

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

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## SECTION D PACKAGING AND MARKING

ITEMS 1000 THROUGH 3000 AND AWARD TERM OPTION ITEMS 4000 THROUGH 9000- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

### DATA PACKAGING LANGUAGE

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (Sep 1990)

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

- (1) name and business of the contractor
- (2) contract number
- (3) task order number
- (4) sponsor Patrick Weaver, Naval Air Warfare Center, Patuxent River, Maryland

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

The Task Order Manager (TOM) will be designated the responsibility of monitoring, progressing, and controlling the technical work for the resultant task order. The Quality Assurance Plan (QASP) for this task order includes the TOM performing a Task Order Performance Evaluation (TOPE) in accordance with the Seaport-e basic contract. This Task Order will be registered in the Contractor Performance Assessment Reporting System (CPARS). As part of the QASP, performance will be measured by the TOM for technical accuracy of deliverables, the general quality of services, timeliness, cost control, the contractor's responsiveness to customers, and team stability and cooperation with other IDIQ holder terms.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance for the Base Period is 22 December 2008 - 21 December 2009.

The Period of Performance for Option Period I is 22 December 2009- 21 January 2011.

The Period of Performance for Option Period II is 22 December 2010 - 21 December 2011.

The Period of Performance for Option Period III is 22 December 2011 - 21 December 2012.

The Period of Performance for Option Period IV is 22 December 2012 - 21 December 2013.

### F-1 Task Order Options

The Government may extend the term of this order by written notice to the Contractor within 7 days before the end of the current period of performance; provided that the Government give 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.

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

The total duration of this order, including the exercise of any option under this clause, shall not exceed 5 years.

### 52.217-5 Evaluation of Options

#### Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

(End of Provision)

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## SECTION G CONTRACT ADMINISTRATION DATA

### CONTRACTING OFFICER REPRESENTATIVE (COR) APPOINTMENT (JUL 2005)

(a) The Task Ordering Contracting Officer hereby appoints the following individual as the Contracting Officer Representative (COR) for this Task

Name: Patrick Weaver

Code: PMA260D

E-mail: patrick.weaver@navy.mil

Mailing Address: Bldg. 2272, 44174 Buse Road, Patuxent River, MD 20670

Telephone: (301) 757-6831

(b) The COR is responsible for those specific functions assigned in the Contracting Officer Representative appointment letter.

(c) Only the Task Order Contracting Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Ordering Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

### SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

#### ESTIMATED

#### ITEM (S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

COST	FEE	TOTAL	PERIOD OF PERFORMANCE
[\$1,739,820.61]	[Fee: \$128,828.56]	[\$1,868,649.17]	[12/22/08 - 12/21/09] Base Period
[\$1,918,385.38]	[Fee: \$136,858.08]	[\$2,055,243.46]	[12/22/09 - 12/21/10] Option Period I
[\$1,941,696.91]	[Fee: \$141,013.09]	[\$2,082,710.00]	[12/22/10 - 12/21/11] Option Period II
[\$1,889,328.40]	[Fee: \$135,581.60]	[\$2,024,910.00]	[12/22/11-12/21/12] Option Period III

#### TOTAL:

COST: 7,489,231.30 FEE: 542,281.33 CPFF: 8,031,512.63

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

(c) CLINs/SLINs [\_\_\_\_\_] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

#### FUNDING PROFILE

The following details funding to date:

**Total \$8,031,512.63**

#### 5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:  
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(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](http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html)- Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N68335.

Admin Office DODAAC: See block 7 of Task Order front page.

Inspector DODAAC (if applicable): N00019

Ship To DODAAC (for Combo),Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (for Final Cost Voucher) (if applicable):N00019

Acceptor DODAAC (if applicable): N00019 \*\*Organization that Government Acceptor Works for

Local Processing Office:N/A (Leave blank)

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DCAA Office DODAAC (Cost Voucher Approver – if applicable): Enter DCAA Office DODAAC

Paying Office DODAAC: See Block 15 of Task Order front page.

(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:

Patrick Weaver, [patrick.weaver@navy.mil](mailto:patrick.weaver@navy.mil), (301) 757-6831, TOM

The Line of Accounting information is hereby changed as follows:

410013:

From: BQ 97X4930 NH2A 252 77777 0 050120 2F 000000

To: BQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000836737

410014:

From: BR 97X4930 NH2A 252 77777 0 050120 2F 000000

To: BR 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000836737

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Accounting Data
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300002  130011958800002             10500.00
LLA :
AB 97X4930 NH2A 253 77777 0 050120 2F 000000 A10000110435

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300005 130011958800005 6000.00  
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 AE 97X4930 NH2A 253 77777 0 050120 2F 000000 A40000110435

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BASE Funding 1543452.00  
 Cumulative Funding 1543452.00

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MOD 01 Funding 337988.00  
 Cumulative Funding 1881440.00

MOD 02

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MOD 02 Funding 57510.00  
 Cumulative Funding 1938950.00

MOD 03

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MOD 03 Funding 78313.00

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Cumulative Funding 2017263.00

MOD 04

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MOD 04 Funding 75000.00  
 Cumulative Funding 2092263.00

MOD 05

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 LLA :  
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400002 130011958800004 15000.00  
 LLA :  
 AD 97X4930 NH2A 253 77777 0 050120 2F 000000 A30000110435

400003 130013075200001 19000.00  
 LLA :  
 AM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000233924

400004 130012163300002 4000.00  
 LLA :  
 AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000131129

600001 130011958800004 5000.00  
 LLA :  
 AD 97X4930 NH2A 253 77777 0 050120 2F 000000 A30000110435

610001 130012163300002 2000.00  
 LLA :  
 AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000131129

MOD 05 Funding 0.00  
 Cumulative Funding 2092263.00

MOD 06

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400005 130014591200001 630153.00  
 LLA :  
 AN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000369162

400006 130014591200002 315089.00  
 LLA :  
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000369162

600002 130014591200002 38349.00  
 LLA :  
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000369162

600003 130014591200003 16651.00  
 LLA :  
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000369162

610002 130014591200003 30000.00  
 LLA :  
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000369162

620001 130014591200003 31578.00  
 LLA :  
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000369162

MOD 06 Funding 1061820.00  
 Cumulative Funding 3154083.00

MOD 07

400007 130014710900001 465001.00  
 LLA :  
 AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000377849

600004 130014710900002 22500.00  
 LLA :  
 AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000377849

MOD 07 Funding 487501.00  
 Cumulative Funding 3641584.00

MOD 08

100009 130015993200001 10800.00  
 LLA :  
 AS 97-11X8242 PRK4 252 00019 0 050120 2D 000000 A00000459315

300009 130015993200001 4200.00  
 LLA :  
 AS 97-11X8242 PRK4 252 00019 0 050120 2D 000000 A00000459315

MOD 08 Funding 15000.00  
 Cumulative Funding 3656584.00

MOD 09

100007 130012696100001 (23070.04)  
 LLA :  
 AK 1791804 4A4N 251 00019 0 050120 2D 000000 A00000192719

100008 130013075200002 (42423.00)  
 LLA :  
 AL 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000233924

300004 130011958800004 (5596.78)  
 LLA :  
 AD 97X4930 NH2A 253 77777 0 050120 2F 000000 A30000110435

300005 130011958800005 (6000.00)  
 LLA :  
 AE 97X4930 NH2A 253 77777 0 050120 2F 000000 A40000110435

300006 130012006900001 (14000.00)  
 LLA :

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AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000114670

300007 130012163300002 (1430.00)

LLA :

AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000131129

300008 130013075200001 (1000.00)

LLA :

AM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000233924

310005 130013075200001 (3865.39)

LLA :

AM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000233924

320002 130012163300001 (1640.62)

LLA :

AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000131129

320003 130012163300002 (588.00)

LLA :

AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000131129

320004 130013075200002 (4000.00)

LLA :

AL 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000233924

MOD 09 Funding -103613.83

Cumulative Funding 3552970.17

MOD 10

100009 130015993200001 (10800.00)

LLA :

AS 97-11X8242 PRK4 252 00019 0 050120 2D 000000 A00000459315

300009 130015993200001 (4200.00)

LLA :

AS 97-11X8242 PRK4 252 00019 0 050120 2D 000000 A00000459315

400008 130015993200001 10800.00

LLA :

AT 97-11X8242 PRK4 252 00019 0 050120 2D 000000 A00000459315

600005 130015993200001 4200.00

LLA :

AU 97-11X8242 PRK4 252 00019 0 050120 2D 000000 A00000459315

MOD 10 Funding 0.00

Cumulative Funding 3552970.17

MOD 11

400010 130017714100003 303540.94

LLA :

AV 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000554163

600006 130017714100003 23459.06

LLA :

AW 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000554163

600007 130017714100004 9872.46

LLA :

AX 97X4930 NH2A 252 77777 0 050120 2F 000000 A30000554163

610003 130017714100004 14000.00

LLA :

AY 97X4930 NH2A 252 77777 0 050120 2F 000000 A30000554163

620002 130017714100004 10050.00

LLA :

AZ 97X4930 NH2A 252 77777 0 050120 2F 000000 A30000554163

MOD 11 Funding 360922.46

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Cumulative Funding 3913892.63

MOD 12

610004 130018425000001 10000.00  
 LLA :  
 BA 97-11X8242 PRL4 251 00019 0 050120 2D 000000 A00000610942

MOD 12 Funding 10000.00  
 Cumulative Funding 3923892.63

MOD 13

400011 130018425000001 10000.00  
 LLA :  
 BA 97-11X8242 PRL4 251 00019 0 050120 2D 000000 A00000610942

610004 130018425000001 (10000.00)  
 LLA :  
 BA 97-11X8242 PRL4 251 00019 0 050120 2D 000000 A00000610942

MOD 13 Funding 0.00  
 Cumulative Funding 3923892.63

MOD 14

410001 130018821100001 28762.00  
 LLA :  
 BB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000636086

410002 130018821100002 223599.00  
 LLA :  
 BC 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000636086

410003 130018821100003 25692.00  
 LLA :  
 BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000636086

410004 130018821100004 313709.00  
 LLA :  
 BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A30000636086

410005 130018821100005 13162.00  
 LLA :  
 BF 97X4930 NH2A 252 77777 0 050120 2F 000000 A40000636086

630001 130018821100003 15500.00  
 LLA :  
 BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000636086

640001 130018821100003 19000.00  
 LLA :  
 BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000636086

MOD 14 Funding 639424.00  
 Cumulative Funding 4563316.63

MOD 15

410006 130018961900002 142932.00  
 LLA :  
 BH 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000644763

410007 130018961900003 5996.00  
 LLA :  
 BJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A20000644763

410008 130018961900004 299640.00  
 LLA :  
 BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A30000644763

410009 130018961900005 80663.00  
 LLA :

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BL 97X4930 NH2A 252 77777 0 050120 2F 000000 A4000644763

630002 130018961900001 37304.00  
 LLA :  
 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000644763

640002 130018961900001 41000.00  
 LLA :  
 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000644763

MOD 15 Funding 607535.00  
 Cumulative Funding 5170851.63

MOD 16

640002 130018961900001 (32000.00)  
 LLA :  
 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000644763

650001 130018961900001 32000.00  
 LLA :  
 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000644763

MOD 16 Funding 0.00  
 Cumulative Funding 5170851.63

MOD 17

410010 130019447400001 205000.00  
 LLA :  
 BM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000677345

630003 130019447400002 20000.00  
 LLA :  
 BM 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000677345

MOD 17 Funding 225000.00  
 Cumulative Funding 5395851.63

MOD 18

410011 130019896200001 224999.00  
 LLA :  
 BN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000711006

630004 130019896200002 15000.00  
 LLA :  
 BN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000711006

MOD 18 Funding 239999.00  
 Cumulative Funding 5635850.63

MOD 19

410012 130019835300001 78134.00  
 LLA :  
 BP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000706825

MOD 19 Funding 78134.00  
 Cumulative Funding 5713984.63

MOD 20

630002 130018961900001 8000.00  
 LLA :  
 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000644763

650001 130018961900001 (8000.00)  
 LLA :  
 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000644763

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MOD 20 Funding 0.00  
Cumulative Funding 5713984.63

MOD 21

410012 130019835300001 (78134.00)  
LLA :  
BP 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000706825

MOD 21 Funding -78134.00  
Cumulative Funding 5635850.63

MOD 22

410013 130021971100001 141501.00  
LLA :  
BQ 97X4930 NH2A 252 77777 0 050120 2F 000000

410014 130021971100002 129524.00  
LLA :  
BR 97X4930 NH2A 252 77777 0 050120 2F 000000

630005 130021971100002 23975.00  
LLA :  
BR 97X4930 NH2A 252 77777 0 050120 2F 000000

MOD 22 Funding 295000.00  
Cumulative Funding 5930850.63

MOD 23 Funding 0.00  
Cumulative Funding 5930850.63

MOD 24

410015 130022992700001 68500.50  
LLA :  
BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000903005

630006 130022992700001 7251.50  
LLA :  
BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000903005

MOD 24 Funding 75752.00  
Cumulative Funding 6006602.63

MOD 25

420001 130023862800001 283344.00  
LLA :  
BT 1721506 47C2 251 00019 0 050120 2D 000000 A00000972998

420002 130023862800002 965719.00  
LLA :  
BU 1721506 47C2 251 00019 0 050120 2D 000000 A10000972998

420003 130023862800003 225000.00  
LLA :  
BV 1721506 47C2 251 00019 0 050120 2D 000000 A20000972998

420004 130023862800003 356291.00  
LLA :  
BV 1721506 47C2 251 00019 0 050120 2D 000000 A20000972998

660001 130023862800003 6000.00  
LLA :  
BV 1721506 47C2 251 00019 0 050120 2D 000000 A20000972998

660002 130023862800003 54262.00  
LLA :  
BV 1721506 47C2 251 00019 0 050120 2D 000000 A20000972998

660003 130023862800004 86740.00

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LLA :  
BW 1721810 43S6 251 00019 0 050120 2D 000000 A30000972998

670001 130023862800004 28000.00

LLA :  
BW 1721810 43S6 251 00019 0 050120 2D 000000 A30000972998

680001 130023862800004 17554.00

LLA :  
BW 1721810 43S6 251 00019 0 050120 2D 000000 A30000972998

680002 130023862800003 2000.00

LLA :  
BV 1721506 47C2 251 00019 0 050120 2D 000000 A20000972998

MOD 25 Funding 2024910.00  
Cumulative Funding 8031512.63

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Statement of Work of the Task Order .

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

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

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

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

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

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

(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.

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(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 insert the period of prohibition 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-development 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 twelve (12) months after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of twelve (12) months after the terms of this contract. (FAR 9.505-2(b)(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)

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(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 twelve (12) months 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;

(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.

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

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

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

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

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

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

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (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."

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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.

#### SECURITY REQUIREMENTS

Program Administrator (PA) Employees. The PA shall not employ persons for work in the performance of this Award who are identified to the PA by the Contracting Officer as potential threats to the health, safety, security, general well being, or operational mission of the installation and its population. Where reading, understanding, read, write, and speak English to the twelfth grade level. (The speaking skill is not required of a PA employee who is hearing impaired). All PA employees must be computer literate.

Employment of Foreign Nationals: No foreign nationals shall be employed under this award. The PA shall ensure that all personnel employed in the performance of this award shall be United States Citizens, and capable of obtaining a secret security clearance.

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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.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - CDRLs, A001-A003

Attachment 1 - Quality Assurance Surveillance Plan

Attachment 2 - Final DD 254

Attachment 3 - COR/TOM Appointment Letter