

2. AMENDMENT/MODIFICATION NO. 44	3. EFFECTIVE DATE 27-Oct-2015	4. REQUISITION/PURCHASE REQ. NO. 1300176200-0001	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 christopher.pennini@navy.mil 301-757-5921	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) MANTECH SYSTEMS ENGINEERING CORPORATION 12015 Lee Jackson Highway Fairfax VA 22033		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4080-M801 10B. DATED (SEE ITEM 13) 04-Jan-2007
CAGE CODE 2U954	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) and the mutual agreement of both parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted], Executive Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lindsey A Hooyer, Contracting Officer
15B. CONTRACTOR/OFFEROR [Redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 27-Oct-2015
	16B. UNITED STATES OF AMERICA BY /s/Lindsey A Hooyer (Signature of Contracting Officer)
	16C. DATE SIGNED 27-Oct-2015

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GENERAL INFORMATION

The purpose of this modification is to deobligate CLIN 4320 in the amount of \$15,500 as shown below... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$28,176,597.50 by \$15,500.00 to \$28,161,097.50.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
432001	O&MN,N	17,000.00	(15,500.00)	1,500.00

The total value of the order is hereby increased from \$36,786,530.00 by \$0.00 to \$36,786,530.00.

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

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	AC64	Base Period, FY 07, 4 January 2007 through 30 November 2007. Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4 (RDT&E)	1.0	LO	██████████	██████████	\$3,935,019.00
100001	AC64	RDT&E funding in support of CLIN 1000 in the amount of \$3,687,406.00 on ACRN AA Mod 08 deobligated excess funds; from \$3,935,019 by -\$247,613 to \$3,687,406 (RDT&E)					
1030	AC64	Base Period, FY 07, 4 January 2007 through 30 November 2007 Increased Capacity within period of performance increases services to support the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$58,002.00
1040	AC64	Base Period, FY 07, 4 January 2007 through 30 November 2007 Technical Data in support of Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work. 1 Lot. Not Separately Priced (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
1050	AC64	OPSEC in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work. 1 Lot. Not Separately Priced (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
1060	AC64	OPSEC Data in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work. 1 Lot. Not Separately Priced (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
1100	AC64	Option Period I, FY 08, 1 December 2007 through 30 November 2008 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement	1.0	LO	██████████	██████████	\$5,501,262.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		of Work paragraph 4. (RDT&E)					
110001	AC64	RDT&E funding in support of CLIN 1100 in the amount of \$4,000.00 ACRN AB (RDT&E)					
110002	AC64	RDT&E funding in support of CLIN 1100 in the amount of \$4,403,095 ACRN AD (RDT&E)					
110003	AC64	RDT&E funding in support of CLIN 1100 in the amount of \$440,710 ACRN AE (RDT&E)					
110004	AC64	RDT&E funding in support of CLIN 1100 in the amount of \$488,457 ACRN AH Mod 18 deobligated \$165,000 from \$653,457 to \$488,457 (RDT&E)					
1130	AC64	Option Period I, FY 08, 1 December 2007 through 30 November 2008 Increased Capacity within period of performance increases services to support any of the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance (RDT&E)	1.0	LO	\$0.00	\$0.00	\$0.00
1140	AC64	Option Year I, FY 08, 1 December 2007 through 30 November 2008 Technical Data in support of Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work. 1 Lot. Not Separately Priced (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
1200	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4 (RDT&E)	1.0	LO			\$6,104,162.00
120001	AC64	RDT&E funding in support of CLIN 1200 in the amount of \$4,187,486 ACRN AJ (RDT&E)					
120002	AC64	RDT&E funding in support of CLIN 1200 in the amount of \$852,514.00 ACRN AJ (RDT&E)					
120003	AC64	RDT&E funding in support of CLIN 1200 in the amount of \$256,776.00 ACRN AJ (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
120004	AC64	RDT&E funding in support of CLIN 1200 in the amount of \$494,262.00 ACRN AJ. (RDT&E)					
1201	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Additional Option within FY09 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA). (RDT&E)	1.0	LO	██████████	██████████	\$1,960,645.00
1210	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 5 (APN) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
1211	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009. Additional Option within FY09 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA) (APN) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
1220	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Services in support of the Military Flight operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 6 (O&MN,N)	1.0	LO	██████████	██████████	\$454,622.00
1230	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Increased Capacity within period of performance increases services to support any of the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
1240	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Technical Data in support of Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work. 1 Lot. Not Separately Priced (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000	AC64	Base Period, FY 07, 4 January 2007 through 30 November 2007 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4. RDT&E under CLIN 1000 (RDT&E)	1.0	LO	\$495,000.00
300001	AC64	RDT&E funding in support of CLIN 3000 for \$145,000.00 on ACRN AA (RDT&E)			
300002	AC64	RDT&E Funding in support of CLIN 3000 in the amount of \$350,000 ACRN AC (RDT&E)			
3030	AC64	Base Period, FY 07, 4 January 2007 through 30 Nov 2007 Other Direct Costs required to perform effort in support of Increased Capacity within period of performance increases services to support the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance under 1030 (Fund Type - OTHER)	1.0	LO	\$0.00
3100	AC64	Option Year I, FY 08, 1 December 2007 through 30 November 2008 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4. RDT&E under CLIN 1100 (RDT&E)	1.0	LO	\$404,543.00
310001	AC64	RDT&E funding in support of CLIN 3100 in the amount of \$1000 ACRN AB (RDT&E)			
310002	AC64	RDT&E funding in support of CLIN 3100 in the amount of \$124,000 ACRN AD (RDT&E)			
310003	AC64	RDT&E funding in support of CLIN 3100 in the amount of \$12,500 ACRN AF (RDT&E)			
310004	AC64	RDT&E funding in support of CLIN 3100 in the amount of \$250,000 ACRN AG (RDT&E)			
310005	AC64	RDT&E funding in support of CLIN 3100 in the amount of \$17,043 ACRN AH (RDT&E)			
3130	AC64	Option Year I, FY 08, 1 December 2007 through 30 November 2008 Other Direct Costs required to perform effort in support of Increased Capacity within period of performance increases services to support the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance under 1130 (Fund Type - OTHER)	1.0	LO	\$0.00
3200	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4. RDT&E under CLIN 1200. (RDT&E)	1.0	LO	\$618,500.00
320001	AC64	RDT&E funding in support of CLIN 3200 in the amount of \$110,000 ACRN AJ (RDT&E)			
320002	AC64	RDT&E funding in support of CLIN 3200 in the amount of \$250,000 ACRN AJ (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3201	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Other Direct Costs; Additional Option within FY09 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA). (RDT&E)	1.0	LO	\$50,000.00
3210	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 5. APN under CLIN 1210. (Fund Type - OTHER)	1.0	LO	\$0.00
3211	AC64	Option Year II, FY 09, Other Direct Costs; Additional Option within FY09 as result of program acceleration in support of the Military Flight Operations Quality Assurance (MFOQA) (APN). (Fund Type - OTHER)	1.0	LO	\$0.00
3220	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 6. OM&N under CLIN 1220. (O&MN,N)	1.0	LO	\$5,000.00
3230	AC64	Option Year II, FY 09, 1 December 2008 through 30 November 2009 Other Direct Costs required to perform effort in support of Increased Capacity within period of performance increases services to support any of the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance under CLIN 1230 (Fund Type - OTHER)	1.0	LO	\$0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4300	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4. (RDT&E)	1.0	LO	██████████	██████████	\$5,683,901.00
430001	AC64	Funding in support of CLIN 4300 in the amount of \$1,037,492 ACRN AK (RDT&E)					
430002	AC64	Funding in support of CLIN 4300 in the amount of \$384,910 ACRN AK (RDT&E)					
430003	AC64	Funding in support of CLIN 4300 in the amount of \$2,372,035 ACRN AK (RDT&E)					
430004	AC64	Funding in support of CLIN 4300 in the amount of \$1,218,222.47 ACRN AK (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4301	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Additional Option within FY10 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA). (RDT&E)	1.0	LO	██████████	██████████	\$2,279,395.00
4310	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 5. (APN) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4311	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010. Additional Option within FY10 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA) (APN) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4320	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 6. (O&MN,N)	1.0	LO	██████████	██████████	\$17,000.00
432001	AC64	Funding in support of CLIN 4320 in the amount of \$17,000 ACRN AN (O&MN,N)					
4330	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Increased Capacity within period of performance increases services to support the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$848,496.00
4340	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Technical Data in support of Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work. 1 Lot. Not Separately Priced (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4400	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Services in support of the Military Flight Operations Quality Assurance	1.0	LO	██████████	██████████	\$5,386,206.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(MFOQA) in accordance with Statement of Work paragraph 4. (RDT&E)					
440001	AC64	Funding in support of CLIN 4400 in the amount of \$678,000 ACRN AP (RDT&E)					
440002	AC64	Funding in support of CLIN 4400 in the amount of \$3,287,952 ACRN AP (RDT&E)					
440003	AC64	Funding in support of CLIN 4400 in the amount of \$100,000 ACRN AP (RDT&E)					
440004	AC64	Funding in support of CLIN 4400 in the amount of \$415,000 ACRN AP (RDT&E)					
440005	AC64	Funding in support of CLIN 4400 in the amount of \$254,655 ACRN AP (RDT&E)					
440006	AC64	Funding in support of CLIN 4400 in the amount of \$234,345 ACRN AP (RDT&E)					
4401	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Additional Option within FY11 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA). (RDT&E) Option	1.0	LO			\$1,352,571.00
4410	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of work paragraph 5. (APN) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4411	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011. Additional Option within FY11 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA) (APN) (Fund Type - OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00
4420	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 6. (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4430	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Increased Capacity within period of performance increases services to support the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	\$222,536.00
4440	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Technical Data in support of Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work. 1 Lot. Not Separately Priced (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4500	AC64	Option Year V, FY 12, 1 December 2011 through 31 May 2012 Services in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4. (RDT&E)	1.0	LO	██████████	██████████	\$2,021,159.00
450001	AC64	Funding in support of CLIN 4500 in the amount of \$173,950 ACRN AR (RDT&E)					
450002	AC64	Funding in support of CLIN 4500 in the amount of \$565,030.84 ACRN AR (RDT&E)					
450003	AC64	Funding in support of CLIN 4500 in the amount of \$755,776 ACRN AR (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6300	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4. RDT&E under CLIN 4300. (RDT&E)	1.0	LO	\$666,661.00
630001	AC64	Funding in support of CLIN 6300 in the amount of \$35,000 ACRN AL (RDT&E)			
630002	AC64	Funding in support of CLIN 6300 in the amount of \$15,090 ACRN AK (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
630003	AC64	Funding in support of CLIN 6300 in the amount of \$59,910 ACRN AK (RDT&E)			
630004	AC64	Funding in support of CLIN 6300 in the amount of \$16,203 ACRN AK (RDT&E)			
630005	AC64	Funding in support of CLIN 6300 in the amount of \$125,000 ACRN AM (RDT&E)			
630006	AC64	Funding in support of CLIN 6300 in the amount of \$125,000 ACRN AM (RDT&E)			
630007	AC64	Funding in support of CLIN 6300 in the amount of \$46,000 ACRN AQ (RDT&E)			
6301	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Other Direct Costs; Additional Option within FY10 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA). (RDT&E)	1.0	LO	\$0.00
6310	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 5. APN under CLIN 4310 (Fund Type - OTHER)	1.0	LO	\$0.00
6311	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010. Other Direct Cost; Additional Option within FY10 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA). (APN) (Fund Type - OTHER)	1.0	LO	\$0.00
6320	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance in accordance with Statement of Work paragraph 6. OM&N under CLIN 4320 (O&MN,N)	1.0	LO	\$33,000.00
632001	AC64	Funding in support of CLIN 6320 in the amount of \$33,000 ACRN AN (O&MN,N)			
6330	AC64	Option Year III, FY 10, 1 December 2009 through 30 November 2010 Other Direct Costs required to perform effort in support of Increased Capacity within period of performance increases services to support any of the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance under CLIN 4330. (Fund Type - OTHER)	1.0	LO	\$33,000.00
6400	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4. RDT&E under CLIN 4400. (RDT&E)	1.0	LO	\$90,957.00
640001	AC64	Funding in support of CLIN 6400 in the amount of \$32,098 ACRN AP (RDT&E)			
640002	AC64	Funding in support of CLIN 6400 in the amount of \$58,859.00 ACRN AP (RDT&E)			
6401	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Other Direct Costs; Aditonal Option within FY11 as results of	1.0	LO	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		program acceleration in support of Military Flight Operations Quality Assurance (MFOQA). (RDT&E) Option			
6410	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 5. APN under CLIN 4410. (Fund Type - OTHER)	1.0	LO	\$0.00
6411	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011. Other Direct Costs; Additional Option within FY11 as results of program acceleration in support of Military Flight Operations Quality Assurance (MFOQA) (APN) (Fund Type - OTHER) Option	1.0	LO	\$0.00
6420	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 6. OM&N under CLIN 4420. (O&MN,N)	1.0	LO	\$5,000.00
6430	AC64	Option Year IV, FY 11, 1 December 2010 through 30 November 2011 Other Direct Costs required to perform effort in support of Increased Capacity within period of performance increases services to support any of the Military Flight Operations Quality Assurance (MFOQA) Statement of Work paragraphs outlined in Section C. Refer to Section H Task Order Clause H-4 Increased Capacity within the Period of Performance under CLIN 4430. (Fund Type - OTHER) Option	1.0	LO	\$0.00
6500	AC64	Option Year V, FY 12, 1 December 2011 through 30 May 2012, Other Direct Costs required to perform effort in support of the Military Flight Operations Quality Assurance (MFOQA) in accordance with Statement of Work paragraph 4. RDT&E under CLIN 6500. (RDT&E)	1.0	LO	\$135,000.00
650001	AC64	Funding in support of CLIN 6500 in the amount of \$11,050 ACRN AR (RDT&E)			
650002	AC64	Funding in support of CLIN 6500 in the amount of \$19,946.89 ACRN AR (RDT&E)			
650003	AC64	Funding in support of CLIN 6500 in the amount of \$19,003.11 ACRN AR (RDT&E)			
650004	AC64	Funding in support of CLIN 6500 in the amount of \$65,242.20 ACRN AR (RDT&E)			

Block 5:

Contract Specialist

McKenzy Hunter

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Code AIR-2.5.1.8.9
 .
 Phone Number 301-757-2612
 .
 Facsimile Number 301-757-6516
 .
 Email mckenzy.hunter@navy.mil
 .
 .

Block 21:

Contracting Officer **Victoria S. Thompson**

Code **AIR-2.5.1.8.16**
 .
 Phone Number **301-757-9766**
 .
 Facsimile Number **301-757-8988**
 .
 Email victoria.thompson@navy.mil

Notes:

- (1) This acquisition is applicable to Zone 2, National Capital.
- (2) This task order is issued in accordance with the terms and conditions of contract N00178-04-D-4080. Only clauses and provisions requiring fill-ins, or unique to the task order have been included in full text in the task order.
- (3) The task order is for a total performance period of five years and five months inclusive of all options.
- (4) The Contract Line Item Number (CLIN) structure of task order is as follows:

CLIN	Period of Performance	Dates of Performance
------	-----------------------	----------------------

Services:

10XX	Base Period	January 4, 2007 – November 30, 2007
11XX	Option I	December 1, 2007 – November 30, 2008

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.
12XX Option II December 1, 2008 – November 30, 2009

.
43XX Option III December 1, 2009 – November 30, 2010

.
44XX Option IV December 1, 2010 – November 30, 2011

4500 Option V (6 Month Extension) December 1, 2011 - May 31, 2012

.
ODC:

.
30XX Base Period January 4, 2007 – November 30, 2007

.
31XX Option I December 1, 2007 – November 30, 2008

.
32XX Option II December 1, 2008 – November 30, 2009

.
63XX Option III December 1, 2009 – November 30, 2010

.
64XX Option IV December 1, 2010 – November 30, 2011

6500 Option V (6 Month Extension) December 1, 2011 - May 31, 2012

.
(5) Funding for each CLIN will be added at the subCLIN (SLIN) level.

(6) Any support after 1 April 2009 is contingent upon the exercise of the award term option under the basic contract.

(7) The Ceiling Value of this Task Order is as follows:

CLIN	Period of Performance	Dates of Performance	Total Value of CLINS during Period of Performance
------	-----------------------	----------------------	---

.
Services:

.
10XX Base Period January 4, 2007 – November 30, 2007 \$3,993,021.00

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11XX	Option I	December 1, 2007 – November 30, 2008	\$5,501,262.00
.			
12XX	Option II	December 1, 2008 – November 30, 2009	\$8,519,429.00
.			
43XX	Option III	December 1, 2009 – November 30, 2010	\$8,828,792.00
.			
44XX	Option IV	December 1, 2010 – November 30, 2011	\$6,961,313.00
.			
4500	Option V	December 1, 2011 - May 31, 2012	\$2,021,159.00
.		Subtotal of Services:	\$35,824,976.00
.			
ODC:			
.			
30XX	Base Period	January 4, 2007 – November 30, 2007	\$495,000.00
.			
31XX	Option I	December 1, 2007 – November 30, 2008	\$404,543.00
.			
32XX	Option II	December 1, 2008 – November 30, 2009	\$673,500.00
.			
63XX	Option III	December 1, 2009 – November 30, 2010	\$817,661.00
.			
64XX	Option IV	December 1, 2010 – November 30, 2011	\$95,957.00
.			
6500	Option V	December 1, 2011 - May 1, 2012	\$50,000
.		Subtotal of ODC:	\$2,536,661.00
.			
.		Grand Total of Services & ODC:	\$38,361,637.00

(8) A DD254 is required for performance on classified tasking. Until a DD254 has been executed for this Task Order, the Contractor is NOT authorized access to any classified information. The Contractor is responsible for adherence to all required security measures to protect classified information.

(9) CLINS 1201, 1211, 4301, 4311, 4401, 4411, 3201, 3211, 6301, 6311, 6401 and 6411 have been incorporated for use in the event the MFOQA Program is funded (PR09, POM10, etc.) to accelerate their development and fielding efforts. If required, the option may be exercised at any time during the period of performance associated to the option year.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Note: All the provisions and clauses of Section C of the Basic Seaport-E Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

.

.

C-1 Statement of Work (SOW)

STATEMENT OF WORK FOR MILITARY FLIGHT OPERATIONS QUALITY ASSURANCE (MFOQA)
PRODUCT TEAM

.

See Section J, List of Attachments; Attachment J1, Statement of Work for MFOQA

.

.

C-2 ACRONYMS

.

Acronyms within Statement of Work:

ACAT Acquisition Category

.

AMATS Aircraft Maintenance and Troubleshooting System

.

APN Aircraft Procurement Navy

.

CLIN Contract Line Item Number

.

CDD Capability Development Document

.

CDR Critical Design Review

.

CDRL Contract Data Requirements List

.

CM Configuration Management

.

CMMI Capability Maturity Model Integration

.

COR Contracting Officer Representative

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.
COTS Commercial Off The Shelf

.
CPFF Cost-Plus-Fixed Fee

.
DoD Department of Defense

.
DT Developmental Testing

.
ECP Engineering Change Proposal

.
FAME F/A-18 Automated Maintenance Environment

.
FAR Federal Acquisition Regulations

.
FCA Functional Configuration Audit

.
FDA Flight Data Analysis

.
FDR Flight Data Recorder

.
FRP Full Rate Production

.
FYDP Five Year Defense Plan

.
GFE Government Furnished Equipment

.
GFI Government Furnished Information

.
GFP Government Furnished Property

.
GOSNET Goshawk Network

.
HMI Human Machine Interface

.
IDD Interface Design Document

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.
ILS Integrated Logistics Support

.
IMD-HUMS Integrated Maintenance Diagnostic - Health and Usage Maintenance System

.
IMP Integrated Master Plan

.
IMS Integrated Master Schedule

.
IOC Initial Operational Capability

.
IPT Integrated Product Team

.
IPTL Integrated Product Team Lead

.
IRS Interface Requirements Specification

.
ISP Information Support Plan

.
IT-21 Information Technology for the 21st Century

.
JMPS Joint Mission Planning System

.
JTDI Joint Technical Data Integration

.
MFOQA Military Flight Operations Quality Assurance

.
MSC Milestone C

.
NAS Naval Air Station

.
NATOPS Naval Aviation Training and Operating Procedures Standardization

.
NAVAIR Naval Aviation Systems Command

.
NMCI Navy Marine Corps Internet

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.
O&M,N Operations & Maintenance, Navy

.
ODC Other Direct Cost

.
OOMA Optimized Organizational Maintenance Activity

.
OPSEC Operational Security Program

.
OT Operational Testing

.
PC Personal Computer

.
PCA Physical Configuration Audits

.
PDR Preliminary Design Review

.
PMA Program Manager Aviation

.
PMAD Post Mission Aircrew Debrief

.
QPR Quarterly Program Review

.
RDT&E Research Development Test and Evaluation

.
SCAMPI Standard CMMI Appraisal Method for Process Improvement

.
SCB Software Control Board

.
SDD Software Design Document

.
SD&D System Development and Demonstration

.
SDF Software Development Folders

.
SDL Software Development Libraries

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.
SDP Software Development Plan

.
SDTP Software Development Technical Plan

.
SEI Software Engineering Institute

.
SFR System Functional Review

.
SOW Statement of Work

.
SRS Software Requirements Specification

.
SS System Specification

.
SSA Software Support Activity

.
STD Software Test Description

.
STP Software Test Plan

.
STR Software Trouble Report

.
SYSCOM Systems Command

.
TOM Task Order Manager

.
USN United States Navy

.
VDD Version Description Document

.
C-3 LABOR QUALIFICATIONS: KEY:

.
Engineer IV - Knowledge of Military Flight Operations Quality Assurance (MFOQA) concepts and capabilities.
Knowledge of industry capabilities related to FOQA applications; historical knowledge of the Navy MFOQA

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demonstration program. Familiar with the military flight data recorder technology. Knowledge and experience in the areas of software development, testing, production, and systems design and development required. Familiar with FAR acquisition processes.

Engineer V - Knowledge and experience in DOD systems acquisition processes including test and evaluation. Knowledge of JTDI, F-18 Automated Maintenance Environment (FAME), Integrated Maintenance Diagnostics/Health and Usage Monitoring System (IMD/HUMS) and Joint Mission Planning System (JMPS); understanding of human factors related to aircraft mishaps, training, maintenance and operations. Knowledge and experience in platform integration requirements planning and execution. Knowledge of MFOQA concepts and capabilities.

Software Analyst – Experience and knowledge of the Navy Marine Corp Intranet (NMCI) business operations. Knowledge and experience in the areas of NMCI certification and testing. Familiar with FAR acquisition processes. Knowledge of MFOQA concepts and capabilities.

Sr. Software Analyst - Knowledge and experience in best software engineering practices, process improvement procedures & processes (Capability Maturity Model-Integrated (CMMI)). Knowledge and experience in the DOD acquisition process. Knowledge of MFOQA concepts and capabilities.

Add Clause 5252.204-9505, Information Assurance and Personnel Security Requirements for Accessing Government Information Technology Systems.

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at IT POSITIONS.pdf as amended IT Policy Amendment 6 June 07 or through the Procuring Contracting Officer (PCO). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at DD2875 12 June 2006.pdf) and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website IT Positions Process for Contractors.doc.

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRLs A004 and A005. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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SECTION D PACKAGING AND MARKING

Packaging and markings shall be in accordance with Section D of the Basic Seaport-e Multiple Award Contract.

.

The ship to address for all deliverables is as follows:

.

Naval Air Systems Command

Air Combat Electronics (ACE) Program Office (PMA 209)

47123 Buse Road, Room 350, Bldg 2272

Patuxent River, MD 20670

.

Ship to DODAAC: N00019

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SECTION E INSPECTION AND ACCEPTANCE

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

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

Supplies/Services will be inspected at:

CLIN	INSPECTION AT	INSPECTION BY	ACCEPTANCE AT	ACCEPTANCE BY
1000	Destination	Government	Destination	Government
1030	Destination	Government	Destination	Government
1040	Destination	Government	Destination	Government
1050	Destination	Government	Destination	Government
1060	Destination	Government	Destination	Government
1100	Destination	Government	Destination	Government
1130	Destination	Government	Destination	Government
1140	Destination	Government	Destination	Government
1200	Destination	Government	Destination	Government
1201	Destination	Government	Destination	Government
1210	Destination	Government	Destination	Government
1211	Destination	Government	Destination	Government
1220	Destination	Government	Destination	Government
1230	Destination	Government	Destination	Government
1240	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4301	Destination	Government	Destination	Government
4310	Destination	Government	Destination	Government
4320	Destination	Government	Destination	Government
4330	Destination	Government	Destination	Government
4340	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
4401	Destination	Government	Destination	Government
4410	Destination	Government	Destination	Government
4411	Destination	Government	Destination	Government

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4420	Destination	Government	Destination	Government
4430	Destination	Government	Destination	Government
4440	Destination	Government	Destination	Government
3000	Destination	Government	Destination	Government
3030	Destination	Government	Destination	Government
3100	Destination	Government	Destination	Government
3130	Destination	Government	Destination	Government
3200	Destination	Government	Destination	Government
3201	Destination	Government	Destination	Government
3210	Destination	Government	Destination	Government
3211	Destination	Government	Destination	Government
3220	Destination	Government	Destination	Government
3230	Destination	Government	Destination	Government
6300	Destination	Government	Destination	Government
6301	Destination	Government	Destination	Government
6310	Destination	Government	Destination	Government
6311	Destination	Government	Destination	Government
6320	Destination	Government	Destination	Government
6330	Destination	Government	Destination	Government
6400	Destination	Government	Destination	Government
6401	Destination	Government	Destination	Government
6410	Destination	Government	Destination	Government
6411	Destination	Government	Destination	Government
6420	Destination	Government	Destination	Government
6430	Destination	Government	Destination	Government

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

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

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(b)

Name: Susan E. Whitley

E-Mail: susan.whitley@navy.mil.

Activity: PMA-209 Air Combat Electronics

Naval Air Systems Command.

Address: Building 2272, Room 350

47123 Buse Road

Patuxent River, MD 20670-1537.

Phone: 301-757-6706 FAX: 301-757-6459

.

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

.

Note: Regarding 5252.246-9529, at paragraph (c), contractor's representative is defined as an employee of the contractor, who is not employed in the day performance of the contract task order, and is visiting the Government work site for purposes of contract surveillance of work performed by the employees of the prime and subcontractor(s) on a specific task order.

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SECTION F DELIVERABLES OR PERFORMANCE

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

1000	1/4/2007 - 11/30/2007
1030	1/4/2007 - 11/30/2007
1040	1/4/2007 - 11/30/2007
1050	1/3/2007 - 11/30/2007
1060	1/3/2007 - 11/30/2007
1100	12/1/2007 - 11/30/2008
1130	12/1/2007 - 11/30/2008
1140	12/1/2007 - 11/30/2008
1200	12/1/2008 - 11/30/2009
1201	12/1/2008 - 11/30/2009
1210	12/1/2008 - 11/30/2009
1211	12/1/2008 - 11/30/2009
1220	12/1/2008 - 11/30/2009
1230	12/1/2008 - 11/30/2009
1240	12/1/2008 - 11/30/2009
3000	1/4/2007 - 11/30/2007
3030	1/4/2007 - 11/30/2007
3100	12/1/2007 - 11/30/2008
3130	12/1/2007 - 11/30/2008
3200	12/1/2008 - 11/30/2009
3201	12/1/2008 - 11/30/2009
3210	12/1/2008 - 11/30/2009
3211	12/1/2008 - 11/30/2009
3220	12/1/2008 - 11/30/2009
3230	12/1/2008 - 11/30/2009
4300	12/1/2009 - 11/30/2010
4301	12/1/2009 - 11/30/2010
4310	12/1/2009 - 11/30/2010
4311	12/1/2009 - 11/30/2010
4320	12/1/2009 - 11/30/2010
4330	12/1/2009 - 11/30/2010
4340	12/1/2009 - 11/30/2010
4400	12/1/2010 - 11/30/2011
4410	12/1/2010 - 11/30/2011
4420	12/1/2010 - 11/30/2011
4440	12/1/2010 - 11/30/2011
4500	12/1/2011 - 5/31/2012
6300	12/1/2009 - 11/30/2010
6301	12/1/2009 - 11/30/2010
6310	12/1/2009 - 11/30/2010
6311	12/1/2009 - 11/30/2010

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6320	12/1/2009 - 11/30/2010
6330	12/1/2009 - 11/30/2010
6400	12/1/2010 - 11/30/2011
6410	12/1/2010 - 11/30/2011
6420	12/1/2010 - 11/30/2011
6500	12/1/2011 - 5/31/2012

CLIN - DELIVERIES OR PERFORMANCE

.

The periods of performance for the following firm items are from date of task order award through 11 months thereafter, estimated at:

.

CLINs:..... Period of Performance:

1000..... 1/4/2007 - 11/30/2007
1030..... 1/4/2007 - 11/30/2007
1040..... 1/4/2007 - 11/30/2007
1050..... 1/4/2007 - 11/30/2007
1060..... 1/4/2007 - 11/30/2007
3000..... 1/4/2007 - 11/30/2007
3030..... 1/4/2007 - 11/30/2007

.

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

.

CLINs:..... Period of Performance:

1100..... 12/1/2007 - 11/30/2008
1130..... 12/1/2007 - 11/30/2008
1140..... 12/1/2007 - 11/30/2008
1200..... 12/1/2008 - 11/30/2009
1201..... 12/1/2008 - 11/30/2009
1210..... 12/1/2008 - 11/30/2009
1211..... 12/1/2008 - 11/30/2009
1220..... 12/1/2008 - 11/30/2009
1230..... 12/1/2008 - 11/30/2009
1240..... 12/1/2008 - 11/30/2009

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3100..... 12/1/2007 - 11/30/2008
3130..... 12/1/2007 - 11/30/2008
3200..... 12/1/2008 - 11/30/2009
3201..... 12/1/2008 - 11/30/2009
3210..... 12/1/2008 - 11/30/2009
3211..... 12/1/2008 - 11/30/2009
3220..... 12/1/2008 - 11/30/2009
3230..... 12/1/2008 - 11/30/2009
3205..... 12/1/2008 - 11/30/2009
4300..... 12/1/2009 - 11/30/2010
4301..... 12/1/2009 - 11/30/2010
4310..... 12/1/2009 - 11/30/2010
4320..... 12/1/2009 - 11/30/2010
4330..... 12/1/2009 - 11/30/2010
4340..... 12/1/2009 - 11/30/2010
4400..... 12/1/2010 - 11/30/2011
4401..... 12/1/2010 - 11/30/2011
4410..... 12/1/2010 - 11/30/2011
4411..... 12/1/2010 - 11/30/2011
4420..... 12/1/2010 - 11/30/2011
4430..... 12/1/2010 - 11/30/2011
4440..... 12/1/2010 - 11/30/2011
6300..... 12/1/2009 - 11/30/2010
6301..... 12/1/2009 - 11/30/2010
6310..... 12/1/2009 - 11/30/2010
6311..... 12/1/2009 - 11/30/2010
6320..... 12/1/2009 - 11/30/2010
6330..... 12/1/2009 - 11/30/2010
6400..... 12/1/2010 - 11/30/2011
6401..... 12/1/2010 - 11/30/2011
6410..... 12/1/2010 - 11/30/2011
6411..... 12/1/2010 - 11/30/2011

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6420..... 12/1/2010 - 11/30/2011

6430..... 12/1/2010 - 11/30/2011

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

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

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

(1) PCO, Naval Air Systems Command (AIR 2.5.1.8)

21983 Bundy Road

Bldg 441.

Patuxent River, MD 20670

(2) ACO, Code. SEE: BLOCK 6 "ADMINISTERED BY" ON THE COVER SHEET OF THE TASK ORDER.

Attn: Sandra K. Knight

Ph: 703/530-3271 FAX: 703/530-3604

sknight@dcmde.dcma.mil

(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.

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

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

PROGRAM OFFICE, PMA-209 AIR COMBAT ELECTRONICS

NAVAL AIR SYSTEMS COMMAND

47123 BUSE ROAD BUILDING 2272 ROOM 350

PATUXENT RIVER MD 20670

TOM: Susan Whitley

PHONE: 301-757-6706 FAX: 301-757-6459

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SECTION G CONTRACT ADMINISTRATION DATA

Note: All the provisions and clauses of Section G of the Basic Seaport-E Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

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

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SEE: EITHER SECTION B OF THE TASK ORDER OR SECTION J, ATTACHMENT J7 TASK ORDER
CEILING SPREADSHEET FOR THE INFORMATION FOR PARAGRAPH (E) BELOW.

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(a) All payments against informational (numeric) sub-line items(SLINs)shall be processed manually by the paying office.

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(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.

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(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

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(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

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(e) Informational SLINs, e.g. 000101, are as follows:

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SLIN	ACRN	Amount Obligated
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(f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

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TASK ORDER CLAUSE G-1

The contractor shall submit invoices for payment per contract terms. The Government will process invoices for payment per contract terms.

For each invoice submitted for payment the contractor shall email the WAWF automated invoice notice directly to the Invoice/Acceptance Officer identified below:

Invoice/Acceptance Officer: Susan E. Whitley

Phone Number: 301-757-6706 FAX: 301-757-6459

Email Address: susan.whitley@navy.mil

Ship to DODAAC: N00019

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] (NOT INCLUDING [REDACTED] HOURS UNDER INCREASE CAPACITY CLINS) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated [REDACTED] (to be identified at the task order level) man-hours are uncompensated effort.

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

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

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(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] [Yearly number of labor hours divided by 52 weeks] hours per week, NOT INCLUDING CAPACITY INCREASE CLINS. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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

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

(End of Clause)

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

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Name: Susan E. Whitley

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Code: PMA-209F5

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Mailing Address: Naval Air Systems Command
PMA-209 Air Combat
Electronics
Building 2272, Room 350
47123 Buse Road
Patuxent River, MD
20670-1537

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Telephone: Commercial: 301-757-6706

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FAX: 301-757-6459

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DSN: 757-6706

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(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

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(c) Only the Task Order Ordering 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 Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, PCO or ACO has issued a formal modification.

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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:	Cost Voucher
Issuing Office DODAAC:	N00421
Admin Office DODAAC:	S2404A
Inspector DODAAC (if applicable):	S2404A
Ship To DODAAC (for Combo),	N00019
Service Acceptor DODAAC (for 2 in 1),	NOT APPLICABLE
Service Approver DODAAC (for Final Cost Voucher)	N00421
Acceptor DODAAC (if applicable):	N00421
Local Processing Office (LPO –if applicable):	[blank }
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	HAA031
Paying Office DODAAC:	HQ0338

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

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

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

Name Susan E. Whitley
Email susan.whitley@navy.mil
Phone 301-757-6706
Role TOM/COR

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

SEE: SECTION J, ATTACHMENT J7, TASK ORDER CEILING SPREADSHEET FOR THE INFORMATION REQUIRED BELOW.

(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

\$ [_____] \$ [_____] [_____]

(To be provided at the task order level)

(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.

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(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

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities] The following details funding to date:

Total

Contract Funds This Previous Funds Balance

CPFF Action Funding Available Unfunded

Accounting Data

SLINID	PR Number	Amount
100001	0010188842-0002	3935019.00

LLA :

AA 1771319 45VX 255 00019 0 050119 2D 000000 PMA209EE1AA0
Funding in support of CLIN 1000 for \$3,935,019 CIN 001018884200007

300001	0010188842-0002	145000.00
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LLA :

AA 1771319 45VX 255 00019 0 050119 2D 000000 PMA209EE1AA0
Funding in support of CLIN 3000 for \$145,000 CIN 001018884200007

BASE Funding 4080019.00

Cumulative Funding 4080019.00

MOD 05

110001	0010226057	4000.00
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LLA :

AB 1771319 45VX 251 00019 0 050119 2D 000000 PMA209EE1AA0
CIN 001022605700001 ACRN AB

310001	0010226057	1000.00
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LLA :

AB 1771319 45VX 251 00019 0 050119 2D 000000 PMA209EE1AA0
CIN 001022605700002 ACRN AB

MOD 05 Funding 5000.00

Cumulative Funding 4085019.00

MOD 06

300002	0010188842-0003	350000.00
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LLA :

AC 1771319 45VX 252 00019 0 050119 2D 000000 PMA209EE1AA0
CIN 001018884200010 ACRN AC

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MOD 06 Funding 350000.00
Cumulative Funding 4435019.00

MOD 07

110002 N0001908HQA207R 4403095.00
LLA :
AD 1781319 45VX 255 00019 0 050120 2D 000000 HQ018HQA207R
CIN N0001908HQA207R0001 ACRN AD

310002 N0001908HQA207R 124000.00
LLA :
AD 1781319 45VX 255 00019 0 050120 2D 000000 HQ018HQA207R
CIN N0001908HQA207R0002 ACRN AD

MOD 07 Funding 4527095.00
Cumulative Funding 8962114.00

MOD 08

100001 0010188842-0002 (247613.00)
LLA :
AA 1771319 45VX 255 00019 0 050119 2D 000000 PMA209EE1AA0
CIN 001018884200007
Mod 08 deobligated excess funds by \$247,613 from \$3,935,019 to \$3,687,406, PID PR#
1300099571

MOD 08 Funding -247613.00
Cumulative Funding 8714501.00

MOD 09

110003 1300103414 440710.00
LLA :
AE 1781319 45VX 252 00019 0 050120 2D 000000 HQ018PR05818
CIN 130010341400001 ACRN AE

MOD 09 Funding 440710.00
Cumulative Funding 9155211.00

MOD 10

310003 1300109129 12500.00
LLA :
AF 1781319 45VX 252 00019 0 050120 2D 000000 A00000005576
CIN 130010912900001 ACRN AF

MOD 10 Funding 12500.00
Cumulative Funding 9167711.00

MOD 11

310004 1300111136 250000.00
LLA :
AG 1781319 45VX 252 00019 0 050120 2D 000000 A00000024681
CIN 130011113600001 ACRN AG

MOD 11 Funding 250000.00
Cumulative Funding 9417711.00

MOD 12

110004 1300115220 653457.00
LLA :
AH 1781319 45VX 252 00019 0 050120 2D 000000 A00000068034

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CIN 130011522000001 ACRN AH

310005 1300115220 17043.00
 LLA :
 AH 1781319 45VX 252 00019 0 050120 2D 000000 A00000068034
 CIN 130011522000002 ACRN AH

MOD 12 Funding 670500.00
 Cumulative Funding 10088211.00

MOD 13

120001 1300117539 4187486.00
 LLA :
 AJ 1791319 45VX 252 00019 0 050120 2D 000000 A00000091920
 CIN 130011753900001 ACRN AJ

320001 1300117539 110000.00
 LLA :
 AJ 1791319 45VX 252 00019 0 050120 2D 000000 A00000091920
 CIN 130011753900002 ACRN AJ

MOD 13 Funding 4297486.00
 Cumulative Funding 14385697.00

MOD 15

320002 1300117539-0001 250000.00
 LLA :
 AJ 1791319 45VX 252 00019 0 050120 2D 000000 A00000091920
 CIN # 130011753900003

MOD 15 Funding 250000.00
 Cumulative Funding 14635697.00

MOD 16

120002 1300117539-0002 852514.00
 LLA :
 AJ 1791319 45VX 252 00019 0 050120 2D 000000 A00000091920
 CIN # 130011753900004.

MOD 16 Funding 852514.00
 Cumulative Funding 15488211.00

MOD 17

120003 1300117539-0003 256776.00
 LLA :
 AJ 1791319 45VX 252 00019 0 050120 2D 000000 A00000091920
 CIN 130011753900005

MOD 17 Funding 256776.00
 Cumulative Funding 15744987.00

MOD 18

110004 1300115220 (165000.00)
 LLA :
 AH 1781319 45VX 252 00019 0 050120 2D 000000 A00000068034
 CIN 130011522000001 ACRN AH

120004 1300117539-0004 535262.00
 LLA :
 AJ 1791319 45VX 252 00019 0 050120 2D 000000 A00000091920
 CIN 130011753900006

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MOD 18 Funding 370262.00
Cumulative Funding 16115249.00

MOD 19

430001 1300137097 1037492.00
LLA :
AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
CIN 130013709700001

630001 1300137097 35000.00
LLA :
AL 1701319 45VX 255 00019 0 050120 2D 000000 A00000304510
CIN 130013709700002

MOD 19 Funding 1072492.00
Cumulative Funding 17187741.00

MOD 20

430002 1300137097-0001 384910.00
LLA :
AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
CIN 130013709700005

630002 1300137097-0001 15090.00
LLA :
AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
CIN 130013709700006

MOD 20 Funding 400000.00
Cumulative Funding 17587741.00

MOD 21

430003 1300137097-0002 2372035.00
LLA :
AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
CIN 130013709700009

630003 1300137097-0002 59910.00
LLA :
AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
CIN 130013709700010

MOD 21 Funding 2431945.00
Cumulative Funding 20019686.00

MOD 22

430004 1300137097-0003 1600429.00
LLA :
AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
CIN 130013709700011

630004 1300137097-0003 16203.00
LLA :
AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
CIN 130013709700012

MOD 22 Funding 1616632.00
Cumulative Funding 21636318.00

MOD 23

120004 1300117539-0004 (41000.00)
LLA :

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AJ 1791319 45VX 252 00019 0 050120 2D 000000 A00000091920
CIN 130011753900006

MOD 23 Funding -41000.00
Cumulative Funding 21595318.00

MOD 24

430004 1300137097-0003 (125000.00)
LLA :
AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
CIN 130013709700011

630005 1300137097-0004 125000.00
LLA :
AM 1701319 45VX 252 00019 0 050120 2D 000000 A10000304510
CIN # 130013709700014

MOD 24 Funding 0.00
Cumulative Funding 21595318.00

MOD 25

432001 1300176200 17000.00
LLA :
AN 1701804 4A4N 252 00019 0 050120 2D 000000 A00000549595
CIN: 130017620000001

632001 1300176200 33000.00
LLA :
AN 1701804 4A4N 252 00019 0 050120 2D 000000 A00000549595
CIN: 130017620000002

MOD 25 Funding 50000.00
Cumulative Funding 21645318.00

MOD 26

630006 1300137097-0005 125000.00
LLA :
AM 1701319 45VX 252 00019 0 050120 2D 000000 A10000304510
CIN: 130013709700015

MOD 26 Funding 125000.00
Cumulative Funding 21770318.00

MOD 27

440001 1300182085 678000.00
LLA :
AP 1711319 45VX 252 00019 0 050120 2D 000000 A00000595114
CIN: 130018208500001

640001 1300182085 32098.00
LLA :
AP 1711319 45VX 252 00019 0 050120 2D 000000 A00000595114
CIN: 130018208500002

MOD 27 Funding 710098.00
Cumulative Funding 22480416.00

MOD 28

440002 1300182085-0001 3287952.00
LLA :
AP 1711319 45VX 252 00019 0 050120 2D 000000 A00000595114
CIN: 130018208500003

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640002 1300182085-0001 58859.00
 LLA :
 AP 1711319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500004

MOD 28 Funding 3346811.00
 Cumulative Funding 25827227.00

MOD 29

430004 1300137097-0003 (210000.00)
 LLA :
 AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
 CIN 130013709700011

630007 1300137097-0006 60000.00
 LLA :
 AQ 1701319 45VX 251 00019 0 050120 2D 000000 A10000304510
 CIN: 130013709700019

MOD 29 Funding -150000.00
 Cumulative Funding 25677227.00

MOD 30

440003 1300182085-0002 100000.00
 LLA :
 AP 1711319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500005

MOD 30 Funding 100000.00
 Cumulative Funding 25777227.00

MOD 31

430004 1300137097-0003 (47206.53)
 LLA :
 AK 1701319 45VX 255 00019 0 050120 2D 000000 A10000304510
 CIN 130013709700011

440004 1300182085-0003 415000.00
 LLA :
 AP 1711319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500006

630007 1300137097-0006 (14000.00)
 LLA :
 AQ 1701319 45VX 251 00019 0 050120 2D 000000 A10000304510
 CIN: 130013709700019

MOD 31 Funding 353793.47
 Cumulative Funding 26131020.47

MOD 32 Funding 0.00
 Cumulative Funding 26131020.47

MOD 33

440005 1300182085-0004 254655.00
 LLA :
 AP 1711319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500007

MOD 33 Funding 254655.00
 Cumulative Funding 26385675.47

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MOD 34

440006 1300182085-0005 234345.00
 LLA :
 AP 1711319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500008

MOD 34 Funding 234345.00
 Cumulative Funding 26620020.47

MOD 35

450001 1300182085-0007 173950.00
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500012

650001 1300182085-0007 11050.00
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500013

MOD 35 Funding 185000.00
 Cumulative Funding 26805020.47

MOD 36

450002 1300182085-0008 565030.84
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500014

650002 1300182085-0008 19946.89
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500015

MOD 36 Funding 584977.73
 Cumulative Funding 27389998.20

MOD 37 Funding 0.00
 Cumulative Funding 27389998.20

MOD 38

450003 1300182085-0010 974142.00
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500017

650003 1300182085-0010 19003.11
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500018

MOD 38 Funding 993145.11
 Cumulative Funding 28383143.31

MOD 39 Funding 0.00
 Cumulative Funding 28383143.31

MOD 40

450003 1300182085-0010 (85000.00)
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500017

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650004 1300182085-0012 85000.00
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500021

MOD 40 Funding 0.00
 Cumulative Funding 28383143.31

MOD 41 Funding 0.00
 Cumulative Funding 28383143.31

MOD 42

450003 1300182085-0010 (133366.00)
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500017

650004 1300182085-0012 (19757.80)
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500021

MOD 42 Funding -153123.80
 Cumulative Funding 28230019.51

MOD 43

450003 1300182085-0010 (5284.50)
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500017

650004 1300182085-0012 (48137.51)
 LLA :
 AR 1721319 45VX 252 00019 0 050120 2D 000000 A00000595114
 CIN: 130018208500021

MOD 43 Funding -53422.01
 Cumulative Funding 28176597.50

MOD 44

432001 1300176200 (15500.00)
 LLA :
 AN 1701804 4A4N 252 00019 0 050120 2D 000000 A00000549595
 CIN: 130017620000001

MOD 44 Funding -15500.00
 Cumulative Funding 28161097.50

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All the provisions and clauses of Section H of the basic contract apply to this task order unless otherwise specified in the task order, including the following:

TASK ORDER CLAUSE H-1 NON-REFUNDABLE AIRLINE TICKETS

(a) To the maximum extent possible, the contractor is encouraged to take advantage of savings available with the purchase of non-refundable airline tickets. The contractor is encouraged to review travel requirements against the following criteria to determine whether non-refundable tickets are economically advantageous for the particular travel situation:

(1) The certainty that the proposed trip will take place as planned and not cancelled or rescheduled;

(2) How often the ticketed passenger/employee travels (i.e., if this trip is canceled, can the non-refundable ticket be shortly reapplied to another trip/ticket);

(3) The price differential between the non-refundable and refundable ticket as compared to the chances for its successful usage; including any company provided per diem for Saturday night stay-overs consistent with airline pricing procedures;

(4) The disclosed policy of specific company regarding travel reimbursement.

(b) Should the traveler's company experience a minimum number of situations (and a minimum proportion of the total trips) where the non-refundable ticket will not be usable, and the above criteria were followed in a prudent manner in purchasing the ticket, the Government will reimburse the company for the expense.

(c) This policy will only be in effect as long as a monetary benefit can be shown to the Government in the prudent use of non-refundable airline tickets. It is anticipated that due to the large volume of travel on the contract there will be an overriding benefit to the Government to pay for an occasional unusable non-refundable tickets in realizing substantial airline cost savings across the majority of trips that do proceed as planned.

(d) If the contractor is intending to utilize airline travel in fulfillment of a task order, the costs associated shall be provided to the Contracting Officer's Representative for the specific task order disclosing the information covered in paragraphs (a) (1) through (4). The Contracting Officer's Representative will ensure sufficient funding is available on the Task Order prior to travel being authorized and expenses incurred.

TASK ORDER CLAUSE H-2 COMPRESSED WORK SCHEDULE (CWS)

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(a) The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday –Friday. Services and staffing shall be provided for each office at least 8 hours per day (during the 8.5 hour workday which includes the 30-minute lunch break).

(b) Government Employees are allowed to voluntarily work a “Compressed Work Schedule” (CWS). CWS is an alternative work schedule to the traditional five 8.5 workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completed the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

(c) The Contractor awarded this contract, with agreement by the COR, may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contracts, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

TASK ORDER CLAUSE H-3 TELECOMMUTING

(a) For telecommuting to be authorized under a specific task order the following must be in place with the contractor:

(1) Written company policy for Telecommuting covering all terms and conditions, to include but not limited to:

Written agreement between company and employee;

Work Site of Telecommute;

Time and Attendance;

Work Performance;

Overtime;

Security and Equipment;

Liability and Injury Compensation;

Standards of Conduct;

Mileage Savings; and

Length of Agreement

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(2) Proposed definitive amount of work or level of effort to be accomplished.

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(3) Guaranteed savings to the Government if authorized to Telecommute on specific Task Order.

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(4) Measures in place to ensure project will be on schedule and auditable for reimbursement.

.
(5) Access to NMCI, if access is required for performance.

.
(b) In task order proposal, if telecommuting is planned, paragraphs (a) (1) through (5) must be addressed.

.
(c) If telecommuting is authorized it must be stated in the issued Task Order document.

.
(d) If telecommuting is requested after a task order has been placed, paragraphs (a) (1) through (5) must be addressed in the contractor's request for telecommuting. The Contracting Officer's and the Contracting Officer's Representative's concurrence is required if telecommuting is requested after a task order has been placed.

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(e) However, the Government reserves the right to prohibit telecommuting on any task order where the Government determines it to be in its best interest.

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TASK ORDER CLAUSE H-4 INCREASED CAPACITY WITHIN THE PERIOD OF PERFORMANCE

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(a) The task order includes an option per period of performance for an increase in capacity not to exceed 10% (ten Percent) within the period of performance. This option may be exercised at the Government's discretion, when and if it determines that there has been a within scope change to magnitude of work for the task order which would necessitate an increase in the level of effort provided by the contractor due to expanding program requirements.

.
(b) The use of this option does not provide an extension to the length of time for period of performance.

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

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(d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than 30 calendar days prior to the expiration of the task order; provided the Government has given the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance at least 7 days before the exercise of the option.

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(e) At the time of the exercise of the option for increase capacity within the period of performance, the CLIN may be restructured as needed to conform with the task order CLIN structure

TASK ORDER CLAUSE H-5 PERFORMANCE BASED EVALUATION.

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

1.2 Acceptable Quality Level. Evaluations shall be conducted as established in the Services CPARS. A grade of satisfactory is assigned when the contractor is meeting the requirements of the contract or has only minor problems with an effective recovery plan and does not require any comments. Grades assigned above and below satisfactory will require comments. Minimum acceptable quality level is all grades Satisfactory or above, except for Cost which must be at least Very Good. To obtain a grade above Satisfactory, the grading criterion requires that the contractor's performance "meet contractual requirements and exceeds some to the Government's benefit." As such the contractor is strongly encouraged to submit a monthly performance report, which at a minimum identifies areas the contractor feels they have provided the Government with additional "benefit." See Exhibit (B) for Cost grading.

1.3 Incentives. As a CPAR, all grades after the 90-day contract award will be input into the CPAR database. This will provide the CPAR to document the contractor's performance. Should the contractor's last two CPARS be graded as Exceptional in all but two areas, which must be rated no lower than Very Good, the contractor's next option will likely be exercised. If three or more categories are rated as less than exceptional, the option year may or may not be exercised at the discretion of the Government.

1.4 Performance Metrics. The Performance Metrics established for Deliverables under this contract are contained in Exhibit B. Assessment of the Services provided under this contract shall be in accordance with the Contractor Performance Assessment Reporting System (CPARS) for Services. Information on the CPARS assessment criteria may be found in the Department of Navy Contractor Performance Assessment Reporting System (CPARS) Guide. The guide is available for public access on the CPARS website at <http://www.cpars.navy.mil/>. The contractor shall be measured on all applicable areas of the contract performance, as a minimum, the contractor will be rated in Quality of Product or Service, Cost, Schedule and Management of Key Personnel.

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.

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(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 J5. "Task orders issued under the contract" will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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(9) "Interest" means organizational or financial interest.

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

(e) Contracting restrictions.

(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-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(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 one year 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

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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))

(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 one year 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;

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

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(3) the dollar amount;

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(4) the period of performance; and

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

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

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(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.

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(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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5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

.
(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

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(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

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H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5252.232-9509 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

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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 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.

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5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (DEC 2006)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in

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any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

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

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5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of Section I of the basic Seaport-e multiple award contract apply to this task order, if applicable, unless otherwise specified in the task order. Technical rights clauses, including DFARS 252.227-7013 and 252.227-7014, as well as patent clauses from the basic contract are applicable to this action and shall be adhered to as appropriate.

52.216-8 FIXED FEE (MAR 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Document Type	Description	Pages	Date
	Contract Data Requirements List, A001-A003, A005-A024	23	28 DEC 2006
Exhibit A	Add CDRLs A025 and A026	2	8 Dec 08
	CDRLs A001-A024 Updated in Mod 23 38		13 Feb 2012
Exhibit A, Enclosure 1	Data Item Description DI-MGMT- 80934A	2	undated
Exhibit B	Cost Grading Performance Based Matrix	2	20 SEP 2006
Attachment J1	SOW for MFOQA (updated in Mod 37)	20	Dec 2011
Attachment J3	Task Order Manager (TOM) Appointment Letter, Brandi Taponnier		25 Nov 2008
Attachment J4	Alternate Task Order Manager (ATOM) Appointment Letter (to be determined)		Not Currently available
Attachment J5	List of Services/Supplies for Clause 5252.209-9510 Organizational Conflicts of Interest	1	20 SEP 2006
Attachment J6	DD Form 254, Department of Defense Contract Security Classification Specification		24 Jan 2007
Attachment J6, Enclosure 1	Chapter 3, Exemptions to DoD 5400.7-R	13	September 1998
Attachment J6, Enclosure 2	Chapter 4 for Official Use only of DoD 54007.7R	5	September 1998
Attachment J6, Enclosure 3	Policy Governing Release of Intelligence to Contractors	3	01 JUN 1999
Attachment J6, Enclosure 4	Applying OPSEC to U.S. Government Contracts	50	01 MAR 1995
Attachment J7	Task Order Ceiling Spreadsheet as of Mod 44	1	February 2012

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Attachment J8	DD Form 1149, Requisition and Invoice/Shipping Document	1	30 May 2007
Attachment J9	Specification Certification Form (Spec # PMA209-6001/R-7.0) for MFOQA	83	08 February 2012
Attachment J10	Outstanding GFE to be transferred to contract N00019-12-C-0081	1	08 August 2012

Exhibit A, Changes to CDRLs: A003, A008, A009, A012-A017, A019-A021, A023 & A024; Mod 02

Attachment J6r, Mod 03, DD Form 254, Department of Defense Contract Security Classification Specification 2 May 2007

STATEMENT OF WORK FOR MILITARY FLIGHT OPERATIONS QUALITY ASSURANCE (MFOQA) PRODUCT TEAM

1) Introduction

MFOQA is an Acquisition Category (ACAT) IVM Program under the management of NAVAIR PMA 209. MFOQA is planned to achieve Milestone B in FY07, Milestone C in FY09 and IOC for the lead platform, F/A-18C/D, in FY10. Under this Statement Of Work (SOW) the contractor will perform all necessary tasks to ensure the MFOQA Program achieves all performance and schedule objectives to include System Development and Demonstration (SD&D) Phase and fielding in accordance with the MFOQA Master Schedule (Appendix A).

The MFOQA system enables a knowledge management process that uses flight data downloaded after every flight to provide the aircrew, squadron, and fleet with timely, quantitative information regarding aircrew and aircraft performance to improve maintenance, operational readiness, safety, and training. The MFOQA concept is a response to goals set by the Secretary of Defense for reducing mishap rates and the associated costs. The concept is based on the successes in the civilian airline industry with Flight Operations Quality Assurance (FOQA) analysis and has been endorsed by all five uniformed military services in a July 2000 memorandum.

The MFOQA system uses flight data that is already recorded on each flight. The data typically consists of measurement of the aircraft's state (heading, altitude, position, time and airspeed) and systems operation (temperatures, pressures, loads) at regular intervals and of sufficient precision to be able to reconstruct the continuous operation of the aircraft over the course of a flight. With this data available, MFOQA software will provide three semi-independent analysis functions as follows:

Flight Data Analysis (FDA): The rapid, automated computer analyses of every flight to identify hazardous events before mishaps occur. Written reports are automated and can either highlight significant events on a given flight or sample multiple flight aggregate data for automated trend analysis.

Post Mission Aircrew Debrief (PMAD): Immediate post flight digital replay and automated report generation for any portion of the flight displayed on a standard Personal Computer (PC) in a user-friendly WindowsTM-based environment to enhance training opportunities for every flight.

Aircraft Maintenance and Troubleshooting System (AMATS): Quantitative downloaded aircraft system information is provided to expedite maintenance and improve operational readiness of aircraft.

The MFOQA system will be composed of well-established COTS applications integrated by a set of framework components. The MFOQA framework will be designed with open architecture tenets to enable the operation of disparate applications as an integrated system capable of operating in the multi-tier Navy environment. The architecture will allow for proprietary

interfaces to be converted to well-defined and open interface formats such that the interfaces can be published by the MFOQA program and eventually standardized by the MFOQA Community of Interest (COI). The potential COTS applications are flight analysis/event detection, data mining, statistics, math functions, queries, reporting, and flight visualization.

MFOQA is required to be available at the squadron level where customized analysis pertinent to that squadron can be conducted as well as at a Navy enterprise level. System users at the squadron level include the pilot and aircrew, officers and analysts representing the maintenance, operations, safety and training (MOST) domains. System users of the enterprise-level data repository include safety center representatives as well as wing and fleet users interested in analysis products from the aggregate collection of flight data repositories that cross squadron and Type/Model/Series boundaries. An overarching program goal is to field MFOQA without deploying new computer hardware. Existing servers, such as the Joint Technical Data Integration (JTDI), and workstations, such as the Joint Mission Planning Station (JMPS), will host MFOQA software for squadron level functions. The NAVAIR data warehouse will host enterprise-level functionality.

MFOQA interfaces with several external systems in order to provide its core functionality. Since MFOQA is a software-only solution, the hardware environment in which the software executes adds important context to the discussion of external interfaces. As Figure 1 depicts, MFOQA system is made up of software that executes on various systems divided between three tiers. At the lower-tier (squadron level), MFOQA software exists on air platform Automated Maintenance Environment (AME) hardware and JMPS workstations. While the MFOQA software itself is unclassified, it executes in a classified environment on JMPS. An interface with M-SHARP/SHARP/SARA exists at the lower-tier. At the mid-tier, MFOQA software executes on the JTDI server, which supports multiple squadrons. At the top-tier, MFOQA software executes on a "server farm" with a data repository that consists of data rolled up from all of the squadrons. The identification data that exists at the squadron level is de-identified before passing to the top-tier. Authorized NMCI users can access MFOQA functionality associated with their own squadron and with the top-tier through a browser. The top-tier is available for a variety of fleet users including the safety center and support centers.

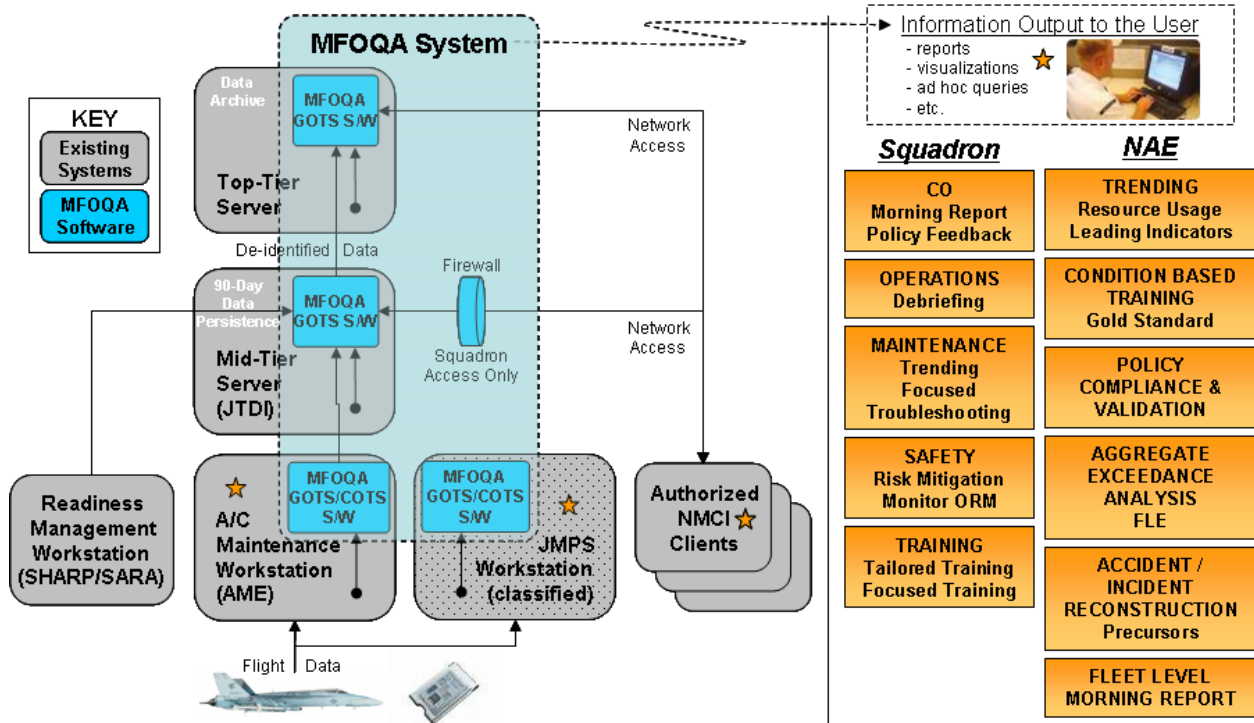


Figure 1 – MFOQA System Overview

Six aircraft models with modern data acquisition infrastructures have been identified as the initial platforms: F/A-18C/D/E/F, MH-60R/S, CH-53E, MV-22B and T-45. Additional follow-on aircraft may be added in the future.

In accordance with this Statement of Work (SOW) the contractor shall work collaboratively with the government to execute this software development program using defined processes that have measurably demonstrated continuous process improvement (i.e. CMMI, ISO, ...).

2) Scope

This contract is for the design, development, modification and support of Government Software, as depicted in Figure 1, to meet ACAT IVM MFOQA Program requirements. This task order is for contractor services, which include management services systems, systems engineering, software development, test and evaluation, integrated logistic support, and field and training support associated with this Government software.

3) Applicable Documents

- a) MFOQA Capability Development Document (Change 1), Increment 1, Ser.699-88-06
- b) System Specification (SS) for Military Flight Operations Quality Assurance MFOQA, PMA209-6001/R-1, 20 September 2006 (DRAFT)
- c) MFOQA System Engineering Plan (SEP), MFOQA-SEP-V1.0 (DRAFT)

- d) MFOQA Risk Management Plan (RMP), MFOQA-RMP-V1.0 (DRAFT)
- e) Configuration Management Plan (CMP), MFOQA-SCMP-V1.0 (DRAFT)

4) RDT&E (Item 1000 and Options 1100, 1200, 1201, 4300, 4301, 4400, 4401):

- a) Functional and Interface Requirements. The contractor shall perform programmatic, technical and analytical services to establish the functional and operator/system interface requirements and refine system requirements and specifications for MFOQA government software development, modification and deployment throughout the requirements-to-design process.
- b) Program Management Reviews. The Contractor shall conduct Quarterly Program Reviews (QPR). The first QPR shall be conducted 90 days after contract award. The contractor shall coordinate with the MFOQA IPTL and prepare and submit proposed agendas five (5) working days prior to the program reviews in accordance with CDRL A001. The contractor shall prepare the minutes and action items in accordance with CDRL A002, which shall include MFOQA efforts/updates.
- c) Meetings and Working Groups. The contractor shall provide technical personnel to routinely support the MFOQA IPT at weekly meetings. The contractor shall prepare the minutes and action items in accordance with CDRL A002.
- d) Data Requirements. Unless otherwise directed, the contractor shall post all data deliverables on the MFOQA intranet in the format specified by the CDRL and notify the MFOQA IPTL via email. The Government's MFOQA Intranet is a web based tool established and maintained by the government to share/manage MFOQA program data/documentation, track action items and maintain the team calendar. The contractor shall make all MFOQA related data/documentation/source code/executable code available to PMA209 or its representatives.
- e) Deleted
- f) Integrated Master Schedule. The contractor shall develop and manage this contract with an Integrated Master Schedule (IMS) by logically networking all discrete contractor, major subcontractor and government activities in sufficient detail to enable effective management of the program. All schedule data shall have the capability to roll up from the lowest manageable level to the highest summary level. The Integrated Master Plan (IMP) and all major program milestones shall be incorporated into the scheduling system at the appropriate level with predecessors and successors assigned as required. The IMS shall be updated and reported on a bi-weekly basis. The IMS will also include all required summary level tasks representing future planning throughout the Five Year Defense Plan (FYDP). The purpose of the IMS is to provide the Government with this information to verify the attainability of program objectives and evaluate progress toward

meeting the program objectives. The Contractor shall submit a monthly electronic (Microsoft Project) IMS submission (CDRL A003). Configuration control of the IMS shall be updated at all times and posted on the MFOQA intranet. The IMS shall also be presented at program management reviews and program meetings.

- g) Risk Management. The contractor shall provide technical support of the risk management process. This includes identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program requirements, risks, issues, or plans (CDRL A005). Responsibilities shall include identifying risks, formulating risk mitigation plans, completing risk mitigation steps and providing status for all risk-related activities in accordance with the government's MFOQA Risk Management Plan. The contractor shall use the existing PMA209 risk database to track program risks. The contractor shall participate in monthly risk reviews.
- h) Software Metrics. The contractor shall define a set of metrics as part of their software development and management plans to evaluate and manage their software development activities and risk. For each measure/metric, the contractor shall provide a measurement definition, the method used to measure actual data, the frequency of data collection and reporting, and the data reporting format. Raw data associated with the required measures shall be collected on an ongoing basis and provided to the government monthly (CDRL A020) in government approved contractor format. A planned vs. actual comparison shall be performed and reported to the government in government approved contractor format as part of the monthly report (CDRL A020).

The contractor shall define how these metrics will be used as an integrated set of measures to evaluate and manage software development and manage risk. Since identification and management of software program risks and software measurement/metric activity are tightly coupled, a single IPT that addresses Risk and Metrics shall be established. Membership in the Risk and Metrics IPT shall include at a minimum, contractor program management, contractor software engineering management, and government program management.

At a minimum, metrics that monitor program cost, schedule and product quality shall be implemented. Metrics that show progress toward implementation of software functions shall be implemented. These required metrics include those that identify and track software requirements, sizing, staffing, and software defects.

- i) Points-of-Contact. The contractor shall identify points-of-contact for specialty areas such as: program management, engineering, software, configuration management, contracts, reliability, quality assurance, integration support, and logistics personnel.
- j) Systems Engineering. The contractor shall use modular open systems approach to

facilitate integration with other systems and use of commercial products from multiple sources both in the initial design and in future enhancements.

Provide engineering and technical services to assist in the resolution of requirements, fleet operational issues, and platform MFOQA acquisition and support concerns. Provide technical engineering support for various program events. Conduct quantitative and qualitative methodologies to evaluate the impact of system improvements. Assess and identify the principal factors impacting the executability of system improvements. Recommend technical actions to correct/alleviate identified executability shortfalls. Assess and recommend technical improvements to analysis processes. Provide continuing design engineering support and attend design reviews and similar forums to ensure inclusion of system design requirements throughout the development process.

The contractor shall interface with NMCI, IT21, JTDI, JMPS, FAME, SHARP, IMD-HUMS, NAVAIR PMAs and SYSCOM/NAVAIR competency personnel, contractors and others, as required, to perform system engineering.

- k) Design/Decision Reviews. For all reviews throughout the MFOQA development and fielding the contractor shall provide all data and documents required to successfully meet all entrance and exit criteria necessary to complete formal NAVAIR design reviews as identified on the MFOQA Master Schedule (SFR, PDR, CDR, etc.). Design/Decision Review packages will be delivered in accordance with CDRL A005. Design/Decision Reviews shall be planned in accordance with the Master Schedule in Appendix A. All design review entrance and exit criteria are documented in the MFOQA SEP.
- l) Procurement Package for MFOQA COTS Application Modules. The contractor shall support the government in developing data to prepare the MFOQA COTS applications module(s) Request for Proposal(s).
- m) Configuration Management. The contractor shall manage a Configuration Management (CM) Program for this government software in accordance with the existing MFOQA CM Plan and shall update this plan to include MFOQA core hardware/software/firmware and peripheral (NMCI, IT21, JTDI, FAME, SHARP, GOSNET, OOMA, etc.) hardware/software/firmware applicable to MFOQA integration and provide for approval. The CM Program shall include an organizational structure with configuration control methods, configuration audits, and configuration status accounting procedures for core and peripheral hardware and software. The CM program shall be managed throughout the duration of this contract. The contractor shall update the existing CM Plan as required in accordance with CDRL A006.
- n) Human System Interface. The Contractor shall perform a Human Engineering Integration Demonstration (HEID) to demonstrate that system requirements related to human performance and effectiveness have been achieved. The contractor shall

document their plans for the HEID in a Human Engineering Test Plan, CDRL A023. The general plans for the HEID should identify the specific user tasks that will be performed as part of the demonstration. Upon completion of testing the contractor shall provide a Human Engineering Test Report in accordance with CDRL A024.

- o) System/Software Safety. The contractor shall manage a system/software safety program in accordance with its internal procedures. The contractor shall ensure that any potential hazards are identified and controlled. Technical manuals and training material shall include adequate safety information (CDRL A019). The contractor shall review test plans to ensure that system/software safety is not degraded as a result of testing. The contractor will also provide technical assistance to the Government for their system/software safety analysis as part of the IPT.
- p) Squadron Integration and Support. The contractor shall provide management and technical services to support the design, development, integration, and testing of systems. Provide design, drawing, modification and integration engineering support for platform integration. Provide programmatic/technical expertise on aircraft data collection and analysis systems. The contractor shall provide engineering support for squadron integration, testing and training.
- q) Software Development and Management. The contractor shall develop and deliver MFOQA Program Software in accordance with CDRL A007 and A008. The contractor shall manage and update, as necessary, the MFOQA Software Development Plan to include MFOQA efforts and updates in accordance with CDRL A008. The contractor shall participate in the MFOQA Program Software Control Board (SCB) with designated government representatives. The contractor shall develop and release MFOQA software as directed by the SCB. The contractor shall provide additional releases of software, as necessary, to support USN test efforts through the conclusion of MFOQA Increment 1. The contractor shall store and secure software source code, to serve as disaster backup and located outside of the local Patuxent River area, in storage facilities to be protected from fire and water damage.
- r) Processes Maturity. In the execution of this effort, the Contractor shall utilize mature process management, project management, engineering and support processes, including a continuous process improvement program, in the following process areas, as minimum:
 - Organizational Training
 - Integrated Project Management & Integrated Product and Process Development
 - Project Monitoring and Control
 - Risk Management
 - Requirements Management
 - Requirements Development
 - Technical Solution
 - Product Integration

- Verification
- Validation
- Configuration Management

The contractor shall support a NAVAIR assessment to evaluate and ensure maturity in these process areas during the execution of the work proposed in this solicitation.

Definitions of these process areas can be found on

<http://www.sei.cmu.edu/cmmi/models/models.html> under CMMI for Development Ver 1.2.

- s) Software Trouble Reports. The contractor shall generate a Software Trouble Report (STR) when the need for a software change is identified or when a software deficiency/anomaly has been identified. The contractor shall be responsible for collecting, cataloguing, evaluating, and validating MFOQA Program STR for the MFOQA Software Control Board. As STRs are generated, the contractor shall provide copies to the Software Control Board members for evaluation and prioritization in accordance with CDRL A009.
- t) Software Control Board (SCB). The contractor shall host semi-annual SCB Meetings at their facility. The SCB shall be co-chaired by one contractor representative and one government, PMA209 designated representative. During the semi-annual meetings, the SCB shall review MFOQA STRs, consider SSA recommendations, evaluate alternatives, select solutions, and make recommendations to the Government MFOQA Program Managers regarding disposition of MFOQA STRs and the scheduling of MFOQA system software releases. The contractor shall document the agenda and minutes for the SCB meetings in accordance with CDRLs A002.
- u) Software Version Description Document (SVD). The contractor shall document all changes and submit a SVD for each production version of software that is released for MFOQA in accordance with CDRL A010.
- v) Software Development. The Contractor shall develop and maintain software and software documentation. Traceability of MFOQA requirements throughout the requirements-to-design process is required. A Software Development Plan (SDP) will be developed which will provide the structure, requirements and processes for MFOQA development. This document shall include life cycle management, the engineering environment, and the tools and resources required for the requirements analysis, design, development and testing. CDRL (A008). The Contractor shall update and deliver software documentation as specified in this SOW. All internal development documents

and data files developed and managed by the Contractor shall be accessible to the Government for review upon request. The following Software documentation shall be delivered in accordance with the corresponding CDRLs:

- i) Software Test Report, CDRL A011
 - ii) Software Test Plan (STP), CDRL A012
 - iii) Software Product Specification, CDRL A013
 - iv) Software Source Code, CDRL A007
 - v) Software Design Description, (SDD), CDRL A014
 - vi) Software Metrics, CDRL A020
 - vii) Interface Design Description (IDD), A016
 - viii) Software Requirements Specification (SRS), CDRL A017
 - ix) System/Subsystem Specification (SSS), CDRL A015
- w) Software Verification Test (SVT). The contractor shall perform a Software Verification Test on each software version, including MFOQA updates prior to official release in accordance with the MFOQA performance specification. Revisions to existing and/or new procedures shall be submitted for approval in accordance with CDRL A018. The government reserves the right to validate new or revised Software Verification Test Procedures (SVTPs).
- x) Test and Evaluation. Provide engineering and technical services to plan and execute test and evaluation of the MFOQA program. The contractor shall assist in test planning which include development of test plans, test matrices, and event cards as well as definition and development of the processes, and infrastructure for test data collection and analysis. Participate in the conduct of the required testing and data analysis, and provide technical input to the test report. Produce test plans in accordance with CDRL A023 and test reports in accordance with CDRL A024.
- y) Integrated Logistics Support (ILS). The contractor shall perform technical project support analysis of MFOQA Program to assess the principal factors impacting the supportability of the system. Quantify the scope and nature of the support required to meet specific operational mission requirements efficiently and effectively. At a minimum the following program elements shall be addressed: (1) Maintenance Planning (2) Technical Data (3) Supply Support (4) Computer Resources (5) Facilities (6) Support and Test Equipment (7) Packaging, Handling, Storage and Transportation (8) Manpower and Personnel (9) Training and Training Systems, (10) Design Interface and (11) Configuration Management. Assess program planning/management data and documentation to identify supportability problem areas. Recommend quantitative and qualitative methodologies to evaluate the impact of program shortfalls. Recommend actions to correct/alleviate identified support problems. The contractor shall post all logistics documentation on the MFOQA intranet.
- z) User/Technical Documentation Development. The contractor shall develop an

organizational user manual to include procedures for manipulating the Flight Data Monitoring and Flight visualization graphical user interface. The user manuals should also include procedures for generating/tailoring a variety of MFOQA related safety and maintenance reports.

- aa) Training Support. The contractor shall develop MFOQA training programs. The effort shall include the development of training documentation necessary to establish an E-Learning training capability. The training programs shall include training for upgrading NMCI, IT-21 and JMPS workstations to include the MFOQA capability. These training programs shall include platform integration issues, and shall be conducted on-site with the operational squadrons, or other locations approved by the Government. These programs shall ensure the transfer of required knowledge and skills to the target audience consisting of Government integrators, instructors, operators and maintenance personnel. The level of training shall be such that the target audience will be able to train others given the training course materials. The training course materials developed shall belong to the Government and shall be delivered to the target audience in paper and electronic form at the time of course presentation. The contractor shall deliver an Operator/Maintainer Training Package and updates in accordance with CDRL A019.
- 5) APN (Options 1210, 1211, 4310, 4311, 4410, 4411):
- a) Functional and Interface Requirements. The contractor shall provide technical and production analyses to establish the functional and operator/system interface requirements and refine system requirements and specifications for MFOQA government software production, modification and deployment.
 - b) Program Management Reviews. The Contractor shall conduct Quarterly Program Reviews (QPR). The first QPR shall be conducted 90 days after contract award. The contractor shall coordinate with the MFOQA IPTL and provide proposed agendas five (5) working days prior to the program reviews in accordance with CDRL A001. The contractor shall provide the minutes and action items in accordance with CDRL A002, which shall include MFOQA efforts/updates.
 - c) Meetings and Working Groups. The contractor shall provide technical engineering support to the MFOQA IPT at weekly meetings. The contractor shall provide the minutes and action items in accordance with CDRL A002.
 - d) Data Requirements. Unless otherwise directed, the contractor shall post all data deliverables on the MFOQA intranet in the format specified by the CDRL and notify the MFOQA IPTL via email. The Government's MFOQA Intranet is a web based tool established and maintained by the government to share/manage MFOQA program data/documentation, track action items and maintain the team calendar. The contractor shall make all MFOQA related data/documentation/source code/executable code available to PMA209 or its representatives.

- e) Delete

- f) Integrated Master Schedule. The contractor shall provide production engineering support for this contract with an Integrated Master Schedule (IMS) by logically networking all discrete contractor, major subcontractor and government activities in sufficient detail to enable effective management of the program. All schedule data shall have the capability to roll up from the lowest level to the highest summary level. The Integrated Master Plan (IMP) and all major program milestones shall be incorporated into the scheduling system at the appropriate level with predecessors and successors assigned as required. The IMS shall be updated and reported on a bi-weekly basis. The IMS will also include all required summary level tasks representing future planning throughout the Five Year Defense Plan (FYDP). The purpose of the IMS is to provide the Government with this information to verify the attainability of program objectives and evaluate progress toward meeting the program objectives. The Contractor shall submit a monthly electronic (Microsoft Project) IMS submission (CDRL A003). Configuration control of the IMS shall be updated at all times and posted on the MFOQA intranet. The IMS shall also be presented at program management reviews and program meetings.

- g) Risk Management. The contractor shall provide production engineering support of the risk management process. This includes identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program requirements, risks, issues, or plans (CDRL A005). Responsibilities shall include identifying risks, formulating risk mitigation plans, completing risk mitigation steps and providing status for all risk-related activities in accordance with the MFOQA Risk Management Plan. The contractor shall use the existing PMA209 risk database to track program risks. The contractor shall participate in monthly risk reviews.

- h) Software Metrics. The contractor shall define a set of metrics as part of their software development and management plans to evaluate and manage their software development activities and risks. For each measure/metric, the contractor shall provide a measurement definition, the method used to measure actual data, the frequency of data collection and reporting, and the data reporting format. Raw data associated with the required measures shall be collected on an ongoing basis and provided to the government monthly (CDRL A020) in government approved contractor format. A planned vs. actual comparison shall be performed and reported to the government in government approved contractor format as part of the monthly report (CDRL A020).

The contractor shall define how these metrics will be used as an integrated set of measures to evaluate and manage software development and manage risk. Since identification and management of software program risks and software measurement/metric activity are tightly coupled, a single IPT that addresses Risk and Metrics shall be established. Membership in the Risk and Metrics IPT shall include at a minimum, contractor program management, contractor software engineering

management, and government program management.

At a minimum, metrics that monitor program cost, schedule and product quality shall be implemented. Metrics that show progress toward implementation of software functions shall be implemented. These required metrics include those that identify and track software requirements, sizing, staffing, and software defects.

- i) Point-of-Contact. The contractor shall identify points-of-contact for specialty areas such as: program management, engineering, software, configuration management, contracts, reliability, quality assurance, integration support, and logistics personnel.
- j) Systems Engineering. The contractor shall provide production engineering and technical services to assist in the resolution of operational requirements, fleet operational issues, and platform MFOQA acquisition, integration, fielding and support concerns. Provide technical engineering support for various program events. Provide technical advice and analysis, system engineering, supportability and business case analyses of avionics system reliability and obsolescence. Conduct quantitative and qualitative methodologies to evaluate the impact of system improvements. Assess and identify the principal factors impacting the executability of system improvements. Recommend technical actions to correct/alleviate identified executability shortfalls. Assess and recommend technical improvements to analysis processes. Provide continuing production design engineering support and attend design reviews and similar forums to ensure inclusion of system production design operational requirements.

The contractor shall interface with NMCI, IT21, JTDI, JMPS, FAME, SHARP, IMD-HUMS, NAVAIR PMAs, SYSCOM personnel, contractors and others, as required, to perform system engineering.

- k) Design/Decision Reviews. For all reviews throughout the MFOQA production and fielding the contractor shall provide all data and documents required to successfully meet all entrance and exit criteria necessary to complete formal NAVAIR design reviews as identified on the MFOQA Master Schedule (SFR, PDR, CDR, etc.). Design/Decision Review packages will be delivered in accordance with CDRL A005. Design/Decision Reviews shall be planned in accordance with the Master Schedule in Appendix A. All design review entrance and exit criteria are documented in the MFOQA SEP.
- l) Configuration Management. The contractor shall provide a Configuration Management (CM) Program for this government software in accordance with the existing MFOQA CM Plan and shall update this plan to include MFOQA core hardware/software/firmware and peripheral (NMCI, IT21, JTDI, FAME, SHARP, GOSNET, OOMA, etc.) hardware/software/firmware applicable to MFOQA integration and provide for approval. The CM Program shall include an organizational structure with configuration control methods, configuration audits, and configuration status accounting procedures for core

and peripheral hardware and software. The CM program shall be managed throughout the duration of this contract. The contractor shall update the existing CM Plan as required in accordance with CDRL A006.

- m) System/Software Safety. The contractor shall manage a system/software safety program in accordance with its internal procedures. The contractor shall ensure that any potential hazards are identified and controlled. Technical manuals and training material shall include adequate safety information (CDRL A019). The contractor shall review test plans to ensure that system/software safety is not degraded as a result of testing. The contractor will also provide technical assistance to the Government for their system/software safety analysis as part of the IPT.
- n) Squadron Integration and Support. The contractor shall provide production engineering technical services to support the integration, and testing of systems. Provide design, drawing, modification and integration engineering support of platform integration. Provide programmatic/technical expertise on aircraft data collection and analysis systems. The contractor shall provide production engineering support for squadron integration, testing and training, as required. Integration services include the establishment of "fielding teams" which will travel on-site to install software, resolve any integration problems and provide MFOQA training. Engineering support will be on an "as requested" basis, and may include trouble report investigation, failure analysis, and design deficiency analysis and corrective actions. Fielding includes (57) F/A-18C/D/E/F squadrons.
- o) Software Maintenance, Updates and Management. The contractor shall manage MFOQA Program Software. The contractor shall update, as necessary, the MFOQA Software Development Plan to include MFOQA production efforts and updates in accordance with CDRL A008. The contractor shall participate in the MFOQA Program Software Control Board (SCB) with designated government representatives. The contractor shall provide and release MFOQA software as directed by the SCB. The contractor shall provide additional releases of software, as necessary, to support MFOQA test efforts. The contractor shall store and secure software source code, to serve as disaster backup and located outside of the local Patuxent River area, in storage facilities to be protected from fire and water damage.
- p) SSA. The contractor shall provide production planning, technical and analytical services to assist the government in establishing and managing a MFOQA Software Support Activity (SSA).
- q) Processes Maturity. The the execution of this effort, the Contractor shall utilize mature process management, project management, engineering and support process, including a continuous process improvement program, in the following process areas, as a minimum:
 - Organizational Training

- Integrated Project Management & Integrated Product and Process Development
- Project Monitoring and Control
- Risk Management
- Requirements Management
- Requirements Development
- Technical Solution
- Product Integration
- Verification
- Validation
- Configuration Management

The contractor shall support a NAVAIR assessment to evaluate and ensure maturity in these process areas during the execution of the work proposed in this solicitation.

Definitions of these process areas can be found on

<http://www.sei.cmu.edu/cmmi/models/models.html> under CMMI for Development Ver 1.2.

- r) Software Trouble Reports. The contractor shall generate a Software Trouble Report (STR) when the need for a software change is identified or when a software deficiency/anomaly has been identified. The contractor shall be responsible for collecting, cataloguing, evaluating, and validating MFOQA Program STRs for the MFOQA Software Control Board. As STRs are generated, the contractor shall provide copies to the Software Control Board members for evaluation and prioritization in accordance with CDRL A009.
- s) Software Control Board (SCB). The contractor shall host semi-annual SCB Meetings at their facility. The SCB shall be co-chaired by one contractor representative and one government, PMA209 designated representative. During the semi-annual meetings, the SCB shall review MFOQA STRs, consider SSA recommendations, evaluate alternatives, select solutions, and make recommendations to the Government MFOQA Program Managers regarding disposition of MFOQA STRs and the scheduling of MFOQA system software releases. The contractor shall document the agenda, minutes and actions for the SCB meetings in accordance with CDRLs A002.
- t) Software Version Description (SVD). The contractor shall document all changes and provide a SVD for each production version of software that is released for MFOQA in accordance with CDRL A010.
- u) Software Deliverables. As software updates occur, the Contractor shall provide updated software documentation. Software documentation shall be delivered in accordance with the corresponding CDRLs:

- i) Software Test Report, CDRL A011
 - ii) Software Test Plan (STP), CDRL A012
 - iii) Software Product Specification, CDRL A013
 - iv) Software Source Code, CDRL A007
 - v) Software Design Description, (SDD), CDRL A014
 - vi) Software Metrics, CDRL A020
 - vii) Interface Design Description (IDD), CDRL A016
 - viii) Software Requirements Specification (SRS), CDRL A017
 - ix) System/Subsystem Specification (SSS), CDRL A015
- v) Software Verification Test (SVT). The contractor shall perform a Software Verification Test on each software version, including MFOQA updates prior to official release in accordance with the MFOQA performance specification. Revisions to existing and/or new procedures shall be submitted for approval in accordance with CDRL A018. The government reserves the right to validate new or revised Software Verification Test Procedures (SVTPs).
- w) Test and Evaluation. Provide production engineering and technical services to plan and execute test and evaluation of the MFOQA program. The contractor shall assist in test planning which include development of test plans, test matrices, and event cards as well as definition and development of the processes, and infrastructure for test data collection and analysis. Participate in the conduct of the required testing and data analysis, and provide technical input to the test report. Produce test plans in accordance with CDRL A023 and test reports in accordance with CDRL A024.
- x) Integrated Logistics Support (ILS). The contractor shall perform technical project support analysis of MFOQA Program to assess the principal factors impacting the supportability of the production system. Quantify the scope and nature of the support required to meet specific operational mission requirements efficiently and effectively. At a minimum the following program elements shall be addressed: (1) Maintenance Planning (2) Technical Data (3) Supply Support (4) Computer Resources (5) Facilities (6) Support and Test Equipment (7) Packaging, Handling, Storage and Transportation (8) Manpower and Personnel (9) Training and Training Systems, (10) Design Interface and (11) Configuration Management. Assess program planning/management data and documentation to identify supportability problem areas. Recommend quantitative and qualitative methodologies to evaluate the impact of program shortfalls. Recommend actions to correct/alleviate identified support problems. The contractor shall post all logistics documentation developed as a result of this SOW on the MFOQA intranet.
- y) User/Technical Manual Development. The contractor shall provide an organizational user/technical manual to include procedures for manipulating the Flight Data Monitoring and Flight visualization graphical user interface. The user manuals should also include procedures for generating/tailoring a variety of MFOQA related safety and maintenance reports.

- z) Training Support. The contractor shall provide initial and subsequent MFOQA training programs. The effort shall include the update and support of MFOQA E-Learning training and training for MFOQA capabilities on NMCI, IT-21 and JMPS workstations. These training programs shall include platform integration issues, and shall be conducted on-site with the operational squadrons, or other locations approved by the Government. These programs shall ensure the transfer of required knowledge and skills to the target audience consisting of Government integrators, instructors, operators and maintenance personnel. The level of training shall be such that the target audience will be able to train others given the training course materials. The training course materials developed shall belong to the Government and shall be delivered to the target audience in paper and electronic form at the time of course presentation. The contractor shall deliver Operator/Maintainer Training Package updates in accordance with CDRLs A019.

6) O&M,N (Options 1220, 4320, 4420) – MFOQA

The contractor shall perform the following efforts:

- a) The contractor shall collect and analyze data pertinent to MFOQA fiscal procedures and patterns of performance. Provide acquisition support services to include financial analyses of projected and actual costs for production aircraft integration efforts, logistics support strategies and training requirements. Collect, compile and analyze project, and cost data for MFOQA acquisition, production engineering, and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.
- b) The contractor shall contribute to the development, maintenance and update of MFOQA related acquisition, production, and life cycle documents.
- c) The contractor shall provide technical services to ensure inclusion of issues relating to MFOQA reliability, maintainability, supportability, and availability. Provide continuing design engineering support and attend design reviews and similar forums to ensure inclusion of system design requirements throughout the acquisition process.
- d) The contractor shall perform programmatic technical and analytical services to define the functional and operator/system interface requirements and the system requirements and specifications for new or modified systems and equipment. Ensure traceability of requirements throughout the requirements-to-design process. As required by the specific avionics system, these services will also include a platform-by-platform analysis and documentation of the requirements for installation and operation of the system within the host aircraft platform(s) avionics suite.
- e) The contractor shall provide programmatic technical assistance to maintain appropriate system software and documentation libraries, and, to facilitate retrieval, maintain an automated record of library contents. Provide technical assistance to maintain the configuration of systems under development, including both hardware and software

configurations.

- f) The contractor shall assist in tracking software trouble reports for fielded systems. Analyze Software Trouble Reports (STRs) and resulting technical impacts and review proposed and final fixes.
- g) The contractor shall correct software anomalies as requested by the government.
- h) The contractor shall perform program support analysis of a specified weapon system/subsystem and assess the principal factors impacting the supportability of the system. Quantify the scope and nature of the support required to meet specific operational mission requirements efficiently and effectively. At a minimum the following program elements shall be addressed: (1) Maintenance Planning (2) Technical Data (3) Supply Support (4) Computer Resources (5) Facilities (6) Support and Test Equipment (7) Packaging, Handling, Storage and Transportation (8) Manpower and Personnel (9) Training and Training Systems, (10) Design Interface and (11) Configuration Management. Assess program planning/management data and documentation to identify supportability problem areas. Recommend quantitative and qualitative methodologies to evaluate the impact of program shortfalls. Recommend actions to correct/alleviate identified support problems.
- i) The contractor shall perform proactive obsolescence management/analysis, including predictive parts obsolescence management, to ensure product life cycle supportability. Assess and identify long term supportability posture and any issues that might negatively impact supportability for the intended service life of the systems.
- j) The contractor shall review, analyze and update all program documentation. Provide recommendations for the preparation of supportability Statements of Work (SOW) and Performance Based Supportability Specifications for new and modification programs.
- k) The contractor shall conduct quantitative and qualitative methodologies to evaluate the impact of system upgrades. Assess and identify the principal factors impacting the executability of system upgrades. Recommend actions to correct/alleviate identified executability shortfalls. Assess and recommend improvements to analysis processes.
- l) The contractor shall provide programmatic and technical services to assist in the resolution of data calls, fleet operational issues, and platform MFOQA acquisition and support concerns. Support user conferences, technical reviews, team building and technical and program management meetings. Contribute to and develop training documentation and provide fleet user training as required. Provide systems engineering, logistic support, and testing support.
- m) The contractor shall provide assistance to maintain appropriate program system software and documentation libraries, to facilitate retrieval, and to maintain an automated record of library contents. Provide assistance to maintain the configuration of systems under

development, including system configurations as required. Provide software engineering support of the requirements generation process. Support the conduct of functional configuration audits (FCA). Provide configuration management of specifications, publications, hardware and software configuration items.

- n) The contractor shall provide life-cycle requirements support to include requirements analysis, generation, traceability, functional analysis and design, and documentation in systems/subsystems specifications and associated programmatic documentation. Provide requirements expertise for civil airspace interoperability requirements. Develop Concept of Operations/NATOPS documents and inputs.

7) Technical Data: (Items 1007 and Options 1107, 1205, 1305, 4405, 4505)

Technical data shall be provided as stated in the Basic Contract Clause C-10 a monthly Contractor's Progress, Status and Management Report (CDRL A020), a Monthly Funds and Man-Hour Expenditure Report (CDRL A021).

8) Operation Security Program (OPSEC): (Item 1050)

Operations Security Plan. The contractor shall provide facilities and personnel that can support this program up to the SECRET classification level. The contractor shall provide Operations Security (OPSEC) protection for all classified information which shall include MFOQA updates (as defined by FAR 4.401) and sensitive information (as defined by section 3(d)(4) of PL 100-235 (101 Stat 1727)), pursuant to National Security Decision Directive 298 of 22 January 1988 and DFARS clause 252.239-7016. The contractor shall maintain and update as required a facility-level OPSEC program to protect classified and sensitive information to be used at the contractor's facility during the performance of this contract. The contractor shall update and deliver an OPSEC Plan, which shall include MFOQA Updates in accordance with CDRL A022.

9) Requirements

The contractor shall provide the support services, materials, and travel to manage and to perform tasks contained within this task order. NMCI, computer resources will be acquired in accordance with Clause H-3 of the basic contract. ODC, the TOM approval shall be obtained prior to the purchase of any material or travel expenses. All material purchased by the contractor will become the property of the Federal Government. Travel will be reimbursed at cost in accordance with the Joint Travel Regulations.

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

10) Government-Furnished Property

All Government furnished information, material, and equipment will be specified in the individual task orders. All government furnished information is the property of the U.S Government and shall not be transferred to any individual or agency public or private without the express written approval of the Task Order Contracting Officer, except as required for the specific performance of tasks under this contract.

11) Place of Performance:

The services to be performed herein shall be performed at NAS Patuxent River MD and local Contractor Facilities.

12) Performance Metrics:

The work here shall be performance based. An evaluation and reporting process is provided in Section H – SPECIAL CONTRACT REQUIREMENTS, clause H-18. SEE EXHIBIT B-PERFORMANCE MATRIX AND STANDARDS DEFINITIONS.

13) Utilities:

Support program and data management shall be provided or submitted via use of SAP, NMCI, E-Power, MS Office products, and other program office software utilities.

