

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE 07-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N00421-09-MR-58598	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 april.shupe@navy.mil 301-757-2532	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427	CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-M801
	10B. DATED (SEE ITEM 13) 26-Jul-2006
CAGE CODE 1NPU4	FACILITY CODE 020278375

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)

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle L Briscoe, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Michelle L Briscoe	16C. DATE SIGNED 07-Apr-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this unilateral modification is to: 10 Under Section B - "Supplies or Services and Prices," realignment of CLINs 1002 and 3002 ceilings, 20 Revise clause SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) in Section G - Contract Administration Data and 3) Provide Incremental funding for continued contract performance of Task Order M801 under N00178-05-D-4143. Accordingly, said Task Order is modified as follows:

A conformed copy of this Task Order is attached to this modification for information purposes only.

1. Under **Section B - Supplies or Services and Prices,**

<u>CLIN</u>	<u>FROM Ceiling Starting \$ Value</u>	<u>(\$ Value Subtracted) \$ Value Added</u>	<u>Task Order Ceiling Adjusted \$ Value</u>
1002	\$3,807,434.00	(\$41,248.00)	\$3,766,186.00
3002	\$147,463.00	\$41,248.00	\$188,711.00
		\$0.00	

2. Under **Section G - Contract Administration Data,**

A. The following clause is hereby revised as follows:

DELETE:

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

Base year:

ITEM (S).....ALLOTTED TO COST.....ALLOTTED TO FEE.....ESTIMATED POP

CLIN 1000.....\$3,241,800.65.....\$225,680.35.....07/26/2006 - 07/25/2007

CLIN 3000.....\$202,314.00.....\$0.00.....07/26/2006 - 07/25/2007

Option Year 1:

ITEM (S).....ALLOTTED TO COST.....ALLOTTED TO FEE.....ESTIMATED POP

CLIN 1001.....\$2,846,552.85.....\$198,003.12.....07/26/2007 - 07/25/2008

CLIN 3001.....\$162,387.00.....\$0.00.....07/26/2007 - 07/25/2008

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Option Year 2:

ITEM (S).....ALLOTTED TO COST.....ALLOTTED TO FEE.....ESTIMATED POP

CLIN 1002.....\$1,704,417.69.....\$118,660.90.....07/26/2008 - 07/25/2009

CLIN 3002.....\$64,309.03.....\$0.00.....07/26/2008 - 07/25/2009

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

(c) CLINs/SLINs 1000, 100001, 100002, 100003, 10004, 100005, 100006, 100007, 100008, 100009, 100010, 100011, 100012, 100013, 100014, 100015, 100016, 100017, 100018, 100019, 100020, 100021, 100022, 3000, 300001, 300002, 300003, and 300004 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 124,563 hours. The following details funding to date:

Total

Base Year

Total Cost Base Year: \$3,669,795.00

Funds this action: \$0.00

Previous Funding: \$0.00

Funds Available: \$3,669,795.00

Balance Unfunded: \$0

Total

Option Year 1

Total Cost Option 1 Year: \$3,809,589.00

Funds this action: \$0.00

Previous funding: \$0.00

Funds available: \$3,206,942.97

Balance Unfunded: \$602,646.03

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Total

Option Year 2

Total Cost Option 2 Year: \$3,954,897.00

Funds this action: \$1,166,982.02 (Labor: \$1,102,672.99; ODC's: \$64,309.03)

Previous funding: \$740,405.60

Funds available: \$1,907,387.62

REPLACE:

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

Base year:

ITEM (S).....	ALLOTTED TO COST.....	ALLOTTED TO FEE.....	ESTIMATED POP
CLIN 1000.....	\$3,241,800.65.....	\$225,680.35.....	07/26/2006 - 07/25/2007
CLIN 3000.....	\$202,314.00.....	\$0.00.....	07/26/2006 - 07/25/2007

Option Year 1:

ITEM (S).....	ALLOTTED TO COST.....	ALLOTTED TO FEE.....	ESTIMATED POP
CLIN 1001.....	\$2,846,552.85.....	\$198,003.12.....	07/26/2007 - 07/25/2008
CLIN 3001.....	\$162,387.00.....	\$0.00.....	07/26/2007 - 07/25/2008

Option Year 2:

ITEM (S).....	ALLOTTED TO COST.....	ALLOTTED TO FEE.....	ESTIMATED POP
CLIN 1002.....	\$2,102,178.48.....	\$146,352.85.....	07/26/2008 - 07/25/2009
CLIN 3002.....	\$106,655.55.....	\$0.00.....	07/26/2008 - 07/25/2009

(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

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shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 1000, 100001, 100002, 100003, 10004, 100005, 100006, 100007, 100008, 100009, 100010, 100011, 100012, 100013, 100014, 100015, 100016, 100017, 100018, 100019, 100020, 100021, 100022, 3000, 300001, 300002, 300003, and 300004 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 **138,022 hours**. The following details funding to date:

Total

Base Year

Total Cost Base Year: \$3,669,795.00

Funds this action: \$0.00

Previous Funding: \$0.00

Funds Available: \$3,669,795.00

Balance Unfunded: \$0

Total

Option Year 1

Total Cost Option 1 Year: \$3,809,589.00

Funds this action: \$0.00

Previous funding: \$0.00

Funds available: \$3,206,942.97

Balance Unfunded: \$602,646.03

Total

Option Year 2

Total Cost Option 2 Year: \$3,954,897.00

Funds this action: \$447,799.26 (Labor: \$425,452.74; ODC's: \$22,346.52)

Previous funding: \$1,907,387.62

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Funds available: \$2,355,186.88

Balance Unfunded: \$1,599,710.12

ADDITIONAL FUNDING INFORMATION

Base Year:

The total value of the task order remains unchanged. The total amount obligated for the Base Year, to the task order remains unchanged.

<u>DESCRIPTION</u>	<u>TOTAL NTE</u>	<u>FUNDS THIS MOD</u>	<u>FUNDS AVAILABLE FOR PAYMENT</u>	<u>REMAINS TO BE FUNDED</u>
Labor CLIN 1000	\$3,467,481.00	\$0.00	\$3,467,481.00	\$0.00
ODC's CLIN 3000	\$202,314.00	\$0.00	\$202,314.00	\$0.00
Total:	\$3,669,795.00	\$0.00	\$3,669,795.00	\$0.00

Option Year 1:

The total value of the task order remains unchanged. The total amount obligated for Option Year 1, remains unchanged.

<u>DESCRIPTION</u>	<u>TOTAL NTE</u>	<u>FUNDS THIS MOD</u>	<u>FUNDS AVAILABLE FOR PAYMENT</u>	<u>REMAINS TO BE FUNDED</u>
Labor CLIN 1001	\$3,662,202.00	\$0.00	\$3,059,555.97	\$602,646.03
ODC's CLIN 3001	\$147,387.00	\$0.00	\$147,387.00	\$0.00
Total:	\$3,809,589.00	\$0.00	\$3,206,942.97	\$602,646.03

Option Year 2:

The total value of the task order remains unchanged. The total amount obligated for Option Year 2, to the task order is hereby increased by \$447,799.26 from \$1,907,387.62 to \$2,355,186.88.

<u>DESCRIPTION</u>	<u>TOTAL NTE</u>	<u>FUNDS THIS MOD</u>	<u>FUNDS AVAILABLE FOR PAYMENT</u>	<u>REMAINS TO BE FUNDED</u>
Labor CLIN 1002	\$3,766,186.00	\$425,452.74	\$2,248,531.33	\$1,517,654.67
ODC's CLIN 3002	\$188,711.00	\$22,346.52	\$106,655.55	\$82,055.45
Total:	\$3,954,897.00	\$447,799.26	\$2,355,186.88	\$1,599,710.12

All other terms and conditions of Subject Task Order remains unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Provide Logistics Support services for PMA-234, EA-6B IPT and Production Support in accordance with SOW and CDRs. (Labor) (OTHER)	1.0 Lot	\$3,241,800.65	\$225,680.35	\$3,467,481.00
100001	Funding to support SOW. ACRN: AA CIN: 001016847500002 (OTHER)				
100002	Funding to support SOW. ACRN: AB CIN: 001016847500003 (OTHER)				
100003	Funding to support SOW. ACRN: AC CIN: 001016847500004 (OTHER)				
100004	Funding to support SOW. ACRN: AD CIN: 001016847500005 (OTHER)				
100005	Funding to support SOW. (OTHER)				
100006	Funding to support SOW. (OTHER)				
100007	Funding to support SOW. (OTHER)				
100008	Funding to support SOW. (OTHER)				
100009	Funding to				

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	support SOW. (OTHER)				
100010	Funding to support SOW. (OTHER)				
100011	Funding to support SOW. (OTHER)				
100012	Funding to support SOW. (OTHER)				
100013	Funding to support SOW. (OTHER)				
100014	Funding to support SOW. (OTHER)				
100015	Funding to support SOW. (OTHER)				
100016	Funding to support SOW. (OTHER)				
100017	Funding to support SOW. (OTHER)				
100018	Funding to support SOW. (OTHER)				
100019	Funding to support SOW. (OTHER)				
100020	Funding to support SOW. (OTHER)				
100021	Funding to support SOW. (OTHER)				
100022	Funding to support SOW. (OTHER)				
1001	Provide Logistics Support services for PMA-234, EA-6B IPT and Production Support in accordance with SOW and CDRLs. Option 1 (Labor) (OTHER)	1.0 Lot	\$3,409,892.00	\$237,310.00	\$3,647,202.00

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100101 Funding to
support SOW.
(OTHER)

100102 Funding to
support SOW.
(OTHER)

100103 Funding to
support SOW.
(OTHER)

100104 Funding to
support SOW.
(OTHER)

100105 Funding to
support SOW.
(OTHER)

100106 Funding to
support SOW.
(OTHER)

100107 Funding to
support SOW.
(OTHER)

100108 Funding to
support SOW.
(OTHER)

100109 Funding to
support SOW.
(OTHER)

100110 Funding to
support SOW.
(OTHER)

100111 Funding to
support SOW.
(OTHER)

100112 Funding to
support SOW.
(OTHER)

100113 Funding to
support SOW.
(OTHER)

1002	Provide Logistics Support services for PMA-234, EA-6B IPT and Production Support in accordance with SOW and CDRLs. Option 2 (Labor)	1.0 Lot	\$3,520,964.00	\$245,222.00	\$3,766,186.00
	(OTHER)				

100201 Funding to

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- support SOW.
(OTHER)
- 100202 Funding to
support SOW.
(OTHER)
- 100203 Funding to
support SOW.
(OTHER)
- 100204 Funding to
support SOW.
(OTHER)
- 100205 Funding to
support SOW.
(OTHER)
- 100206 Funding to
support SOW.
(OTHER)
- 100207 Funding to
support SOW.
(OTHER)
- 100208 Funding to
support SOW.
(OTHER)
- 100209 Funding to
support SOW.
(OTHER)
- 100210 Funding to
support SOW.
(OTHER)
- 100211 Funding to
support SOW.
(OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	ODCs in support of CLIN 1000. (OTHER)	1.0 Lot	\$202,314.00
300001	Funding to support CLIN 3000. ACRN: AA CIN: 001016847500002 (OTHER)		
300002	Funding to support CLIN 3000. (OTHER)		

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300003 Funding to
support CLIN
3000. (OTHER)

300004 Funding to
support CLIN
3000. (OTHER)

3001 ODCs in support 1.0 Lot \$162,387.00
of CLIN 1001.
(OTHER)

300101 Funding to
support CLIN
3001. (OTHER)

300102 Funding to
support CLIN
3001. (OTHER)

300103 Funding to
support CLIN
3001. (OTHER)

300104 Funding to
support CLIN
3001. (OTHER)

3002 ODCs in support 1.0 Lot \$188,711.00
of CLIN 1002.
(OTHER)

300201 Funding to
support CLIN
3002. (OTHER)

300202 Funding to
support CLIN
3002. (OTHER)

300203 Funding to
support CLIN
3002. (OTHER)

300204 Funding to
support CLIN
3002. (OTHER)

300205 Funding to
support CLIN
3002. (OTHER)

300206 Funding to
support CLIN
3002. (OTHER)

300207 Funding to
support CLIN
3002. (OTHER)

300208 Funding to
support CLIN
3002. (OTHER)

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For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Provide Logistics Support services for PMA-234, EA-6B IPT and Production Support in accordance with SOW and CDRLs. Option 3 (Labor) (OTHER) Option	1.0	Lot	\$3,700,858.00	\$257,658.00	\$3,958,516.00
4001	Provide Logistics Support services for PMA-234, EA-6B IPT and Production Support in accordance with SOW and CDRLs. Option 4 (Labor) (OTHER) Option	1.0	Lot	\$3,847,886.00	\$267,901.00	\$4,115,787.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODCs in support of CLIN 4000. (OTHER) Option	1.0	Lot	\$147,540.00
6001	ODCs in support of CLIN 4001. (OTHER) Option	1.0	Lot	\$147,622.00

Additional SLINs may be created to accommodate different types of funds that may be used to fund this effort.

All CLINs are Cost Reimbursable to include travel, NMCI, and materials.

The exercise of Option CLINs 4000, 4001, 6000, and 6001 are contingent upon the award term option period at the basic contract level being exercised.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SEAPORT PERFORMANCE WORK STATEMENT (PWS)

1.0 Introduction:

This statement of work defines the tasks to be performed by the vendor in providing logistics services necessary to support the EA-6B program office in the areas of systems integration and production support.

2.0 Scope:

The EA-6B has been designated as the sole DOD escort Jamming aircraft and is a High Demand Low Density platform. PMA-234 has many on-going studies and modifications designed to ensure that the platform is safe and operationally effective throughout its expected service life ending in 2015 requiring in-depth logistics support.

The contractor shall provide system integration, production, and logistics support.

TASKS

The contractor shall provide logistics support to the EA-6B program office. Tasks include:

- 2.1 Provide recommendations for developing a comprehensive Acquisition Logistics Support (ALS) Plan for weapon systems, training equipment, subsystems or support systems. Review recommended changes from fleet and other activities, Engineering Change Proposals, Site Activation Schedules, Weapon Systems Planning Documents, Navy Training Plans, Production Training and Support Equipment schedules and independent technical investigations. Provide recommended updates to milestone charts to reflect delivery schedule changes or slippage's and changes in the maintenance concept precipitated by modifications.
- 2.2 Provide recommendations for developing and modifying alternative Integrated Logistics Support (ILS) strategies for weapon systems, subsystems and/or support systems and identify the most effective plan to ensure the accomplishment of program objectives.
- 2.3 Provide recommendations for developing and modifying a User's Logistics Support Summary (ULSS)/Operational Logistics Support Summary (OLSP). Provide specific information concerning logistics support planning and requirements for airborne weapon systems, training equipment, subsystems and/or support systems. The plan shall include support and maintenance concepts; installation locations support arrangements prior to organic support; allowance parts lists; technical documentation; support equipment at each level of maintenance, training courses, and schedule; personnel requirements required for operation and maintenance software support; facilities requirements and warranty provisions.
- 2.4 Review the hardware and attendant Acquisition Logistics Support (ALS) data requirements specified in weapon systems contracts; including Contract Data Requirements Lists (CDRLs) and Data Item Descriptions (DIDs). Provide recommendations concerning which data deliverables will be required to support the hardware acquisition.
- 2.5 Conduct on-site quantitative and qualitative analyses of the logistics elements for new hardware at selected test and evaluation sites, training sites and operational ashore and afloat sites. Identify variances from the documented plan and recommend corrective actions and track implementation to meet site/unit activation planning milestones. Provide recommendations for possible changes to site support including, but not limited to: 1) maintenance planning; 2) phased support; 3) manpower and personnel requirements; 4) initial provisioning and material support; 5) support equipment (including , Automatic Test Equipment (ATE)); 6) training and training devices; 7) technical data including computer resources support; 8) packaging, handling, storage and transportation; and 9) facilities.
- 2.6 Provide recommendations for the development of Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Management Plans. Assess maintenance alternatives and identify advantages and disadvantages of LCC/TOC

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planning and maintenance concepts for the selected end items. Provide recommended updates to the LCC/TOC program plans and technical information requirements.

· 2.7 Assess program-planning documents, investigate discrete activities within each logistics and hardware element area, recommend logical interrelationships and dependencies of all activities, and compare these with established milestones and constraints. Recommend schedules for each discrete activity and provide recommendations for the schedules that ensure the accomplishment of program milestones.

· 2.8 Provide recommendations for the development of a Critical Path Method (CPM) network as a planning, scheduling, and controlling tool for a weapon system and subsystem to the levels of indenture required to assess program progress against the baseline schedule and to ensure the timely accomplishment of established program milestones and objectives.

· 2.9 Develop plans to systematically track action items generated at ILS meetings and provide a monthly status report. Provide intermediate action item status reports. The action item analyses and tracking shall be accomplished utilizing command approved action item tracking systems.

· 2.10 Assess the various aspects of the Phased Support Program during appropriate life cycle phase(s), and the progress/adequacy of the logistic planning and scheduling with respect to each of the functional systems. This effort includes the comparison of events at each designated site and the verification of the sequence of major milestone accomplishments. Assess the transition of maintenance capability with respect to the availability of systems/equipment. Recommend corrective action regarding potential and actual problem areas identified during the course of the effort. APN Task

· 2.11 Provide management support in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT), Maintenance Engineering/Logistics reviews and other technical and logistics meetings. Attend and participate in logistics management reviews. Prepare conference agenda and follow-up minutes documenting results of the meetings and any action items identified. Prepare program planning briefs/presentation materials including transparencies (black/white and full-color), videotapes, and slides, compatible with the latest multimedia systems.

· 2.12 Provide recommendations for the development of supportability Statements of Work (SOW), Statements of Objective (SOO), and Performance Based Supportability Specifications for new and modification programs, utilizing the NAVAIR Contracting for Supportability Guide; DOD's Acquisition Logistics Handbook and the Logistics Management Information Performance Specification as reference material.

· 2.13 Provide recommendations for the development of a comprehensive Post Production Support Plan (PPSA).

· 2.14 Identify and assess the principal factors impacting the supportability of a specified weapon system/subsystem to quantify the scope and nature of logistic support required to meet specific operational mission requirements efficiently and effectively. Assess ILS planning/management data and documentation to identify supportability problem areas. Recommend quantitative and qualitative methodologies to evaluate the impact of ILS shortfalls. Recommend actions to correct/alleviate identified support problems.

· 2.15 Conduct logistics impact assessments of new technology programs that may be utilized in support of weapon systems, training systems, airborne weapons, and support equipment. APN Task

· 2.16 Provide recommendations for developing the Logistics Requirements Funding Summary (LRFS). The LRFS shall include the funding requirements and justification for all the elements of logistics. The LRFS shall be developed utilizing existing automated tools.

· 2.17 Provide recommendations for developing and maintaining comprehensive affordable readiness plans for weapon systems, training equipment, subsystems or support systems. The plans shall be developed utilizing Command developed templates. The plan shall contain operations and support cost reduction targets, define initiatives to achieve those targets, identify metrics used to measure program progress, and identify barriers and impediments to reach program goals.

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- 2.18 Provide warehouse, site management, site support services in support of Post Production activities.
- 2.19 Utilizing the Logistic Management Decision Support System (LMDSS) and/or other decision support systems to: (1) identify and document reliability system problems, (2) develop alternative support solutions, (3) identify and evaluate consumables that have potential for repair, (4) identify and evaluate repairables that have potential for reduction in turnaround time, and (5) prepare Readiness, Supportability and Affordability analysis in support of Logistics Management Reviews.
- 2.20 Review independent investigations of planned or proposed changes in weapon systems/components reliability, maintainability or performance characteristics. Identify the impact thereof on Life Cycle and Total Ownership Costs, maintenance task analysis, Maintenance Plans (MP), Level of Repair (LOR) analysis, provisioning computations and technical documentation. Provide change recommendations to ILS planning documents, such as the Acquisition Logistics Support/Maintenance Plans.
- 2.21 Perform technical investigations of management requirements to conduct Fleet Supportability Evaluations (FSE) and provide recommendations for FSE management plan. This plan shall define the organic and contractor FSE organizations, management responsibilities, resource, facility, and security requirements.
- 2.22 Develop procedures and alternative methods for quantitative and qualitative assessments of maintenance and logistics support systems' performance during and after fleet introductions, initial operations, and first deployment. The Contractor shall: (1) Research and identify quantitative and qualitative factors and baseline values (e.g., actual/predicted) consistent with contractual requirements. (2) Investigate and establish areas for which quantitative and qualitative assessments should be conducted. (3) Assess the adequacy of the maintenance and support systems' performance (such as Operational Readiness (OR), configuration control, material condition, supply component status, parts life tracking, etc.).
- 2.23 Provide recommendations for the review and development of Maintenance Plans/Logistics Support Analysis (MP/LSA) records, maintenance tasks and Level of Repair (LOR) Analysis recommendations. Review all LSA requirements and products for analytical correctness and logistic element integration.
- 2.24 Conduct investigations, technical studies and evaluations to identify the current status of Integrated Logistics Support (ILS) elements affecting production or production capability development programs. Problem areas shall be identified and recommendations provided to correct them. Develop, review and update workload transitions, production support, and production plans. Provide technical recommendations relating to supportability improvement using data resulting from on-going activities, such as ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP) and readiness and maintenance plan reviews.
- 2.25 Provide maintenance workload and reliability projections, by site, in terms of removals, repairs and modification incorporations at each maintenance level. The Contractor shall analyze, develop and maintain the data in the Master Index of Repairables (MIR) and update to incorporate all approved changes from source documents to reflect actual equipment performance and current aircraft configurations.
- 2.26 Provide Source, Material and Recoverability (SM&R) code analyses for proposed SM&R code changes. Investigate maintenance level capabilities, TPS development cost factors, procurement cost factors, and the overall Logistics impact of the recommended changes. Perform Level of Repair Analyses upon completion of cost impact analyses.
- 2.27 Conduct mission area and support alternative analyses to develop support concepts and boundaries for new acquisitions and or modification programs. Using data from like and similar systems (Acquisition Logistic cost, Operating and Support cost, maintenance data, and mishap data) formulate support concepts and constraints. Develop estimates of logistics support staffing and resource requirements.
- 2.28 Conduct Pre and Post carrier deployment logistics supportability analyses to determine carrier suitability for the success of the deployments. Identify and resolve systemic fleet support problems and coordinate the resolution of program specific logistics support deficiencies with Program and Fleet Support Teams.
- 2.29 Provide recommendations in support of both long-term and short-term engine forecasting requirements. These forecasts shall include fleet demands for whole engines (installed and spares) at the operational level, modules and

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components at the intermediate level, and bit-and-piece part support at the depot level of maintenance. The contractor shall utilize various data collection systems including Aircraft Engine Maintenance System (AEMS), Parts Life Tracking Systems (PLTS), Engine Component Tracking (ECOMTRACK), and 3-M peculiar to engines, modules, and life limited components to develop these recommendations. APN Task

· 2.30 Provide Database Manager, Engine DAPML / IPT Logistics Manager Engine Composition Tracking (ECOMTRACK) Database status relative to currency of data content and accuracy based on ECOMTRAK Database updates performed in accordance with established processes.

· 2.31 Perform actions required to maintain currency and accuracy of Engine Composition Tracking Databases for designated engines. Engine models may include but not be limited to J52, TF30, F110, TF34, and J85. The effort may include, on-site collection of depot pre-induction and post-processing tracked item data, input of data refresh database records, and conflict resolution where data anomalies occur.

· 2.32 Conduct technical studies and analyses to develop procedures and provide recommendations to enhance life-cycle supportability, availability and maintainability.

· 2.33 Analyze capabilities of Organizational (“O”), Intermediate (“I”), and Depot (“D”) maintenance facilities. Identify and recommend necessary modifications, alterations, construction and equipment required to satisfy maintenance and logistics support requirements.

· 2.34 Conduct investigations of support requirements for Fleet sites. The contractor shall: (1) assess facilities, equipment and data elements required for site stand up and support; (2) assess personnel and administrative requirements; (3) research the development and acquisition of management information and training support systems.

· 2.35 Determine site activation schedules utilizing planning documents such as Weapons System Planning Document (WSPD), production planning documents, etc.

3.0 Travel – For informational purposes only. The following table of estimated travel is provided:

# People	Location	# of Trips
10	Point Mugu, CA	3
10	Whidbey Island, WA	2
8	Jacksonville, FL	2
5	Long Island, NY	2
10	NSWC Crane, IN	2

4.0 Performance Matrix:

Required Service	Standard	Acceptable Quality Level Requirement	Method of Surveillance	Positive Negative Incentive
On time monthly status reports	On time monthly status report by 95% in accordance with delivery schedule of CDRL.	On time monthly status report by 95% in accordance with delivery schedule of CDRL.	Contractor deliverable to deliver monthly status report by 15th of the next month.	2% fixed fee reduction if AQL not met

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PMA overall satisfaction with logistics support	PMA feedback reflect 95% satisfactory support	PMA feedback reflect 95% satisfactory support	Government oversight feedback within PMA	5% fixed fee reduction if <95% acceptable feedback
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5.0 Place(s) of performance:

5.1

Places of performance other than travel locations:

Location	On-Site/Off-Site	% of Work	Proximity
NAS Patuxent River, MD	On-Site	0%	
NAS Patuxent River, MD	Off-Site	42%	Less than 30 miles
NAS Jacksonville, FL	On-Site	45%	Less than 30 miles
NAS Jacksonville, FL	Off-Site	9%	Less than 30 miles
AIRLANT Norfolk, VA	On-Site	4%	Less than 30 miles
AIRLANT Norfolk, VA	Off-Site	0%	

5.2 Work Schedule

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).

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.

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 contract, 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.

6.0 Deliverables:

All deliverables shall be delivered in accordance with schedules and conditions specified in the attached Contracts

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Data Requirements List (CDRL 1423-1A), DD Form 1423.

Data Item No	Subtitle
A001	Monthly status/financial report

7.0 Operational Security (OPSEC):

In accordance with the Department of Defense Contract Security Classification Specification (DD254), the Contractor/Offeror is required to adhere to the procedures as outlined in Attachment (1).

8.0 NNCI Requirement

Estimated NNCI Requirement for this RFP is \$45,000.00 per year. This cost estimate is for all tasking described under 2.0 Scope, to include PKI certification requirements at all locations described in the RFP.

9.0 Materials

For the performance of this task order, the following materials are hereby authorized:

- * Order Picker
- * Fuel for Order Picker
- * General Supplies
- * Packing Material

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (AUG 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 https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/166654/0/0/IT%20POSITIONS.pdf;jsessionid=HWY1yvNVGR0k0ywmsyBbLs1MsZrZT7vk4lq6W1nMQhDQLy0Nyf09!316776776 as amended https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/170926/0/0/IT%20Policy%20Amendment%206%20June%2007 or through the Procuring Contracting Officer (PCO) [or provided as an attachment]. 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 https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875_12jun2006.pdf [or provided as an attachment] 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

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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

https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpc013.navair.navy.mil%3B7001/collab/docman/download/166652/0/0/IT%20Positions%20Process%20for%20Contractors.doc

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL A002 and CDRL A003. 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 Marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order through 12 months thereafter, estimated at:

26 July 2006 – 25 July 2007

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

Option Period 1: 26 July 2007 – 25 July 2008

Option Period 2: 26 July 2008 – 25 July 2009

Option Period 3: 26 July 2009 – 25 July 2010

Option Period 4: 26 July 2010 – 25 July 2011

Place(s) of Performance:

NAS Patuxent River, MD

NAS Jacksonville, FL

AIRLANT Norfolk, VA

Note: It is anticipated that no Temporary Additional Duty (TDY) assignments away from the primary site of performance will be required. However, the Government reserves the right to assign TDY tasks away from the primary duty station.

F-1 Task Order Options

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

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

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years.

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

SLIN ACRN Amount Obligated

See accounting information above.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

Base year:

ITEM (S).....	ALLOTTED TO COST.....	ALLOTTED TO FEE.....	ESTIMATED POP
CLIN 1000.....	\$3,241,800.65.....	\$225,680.35.....	07/26/2006 - 07/25/2007
CLIN 3000.....	\$202,314.00.....	\$0.00.....	07/26/2006 - 07/25/2007

Option Year 1:

ITEM (S).....	ALLOTTED TO COST.....	ALLOTTED TO FEE.....	ESTIMATED POP
CLIN 1001.....	\$2,846,552.85.....	\$198,003.12.....	07/26/2007 - 07/25/2008
CLIN 3001.....	\$162,387.00.....	\$0.00.....	07/26/2007 - 07/25/2008

Option Year 2:

ITEM (S).....	ALLOTTED TO COST.....	ALLOTTED TO FEE.....	ESTIMATED POP
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CLIN 1002.....\$2,102,178.48.....\$146,352.85.....07/26/2008 - 07/25/2009

CLIN 3002.....\$106,655.55.....\$0.00.....07/26/2008 - 07/25/2009

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

(c) CLINs/SLINs 1000, 100001, 100002, 100003, 10004, 100005, 100006, 100007, 100008, 100009, 100010, 100011, 100012, 100013, 100014, 100015, 100016, 100017, 100018, 100019, 100020, 100021, 100022, 3000, 300001, 300002, 300003, and 300004 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 **138,022 hours**. The following details funding to date:

Total

Base Year

Total Cost Base Year: \$3,669,795.00

Funds this action: \$0.00

Previous Funding: \$0.00

Funds Available: \$3,669,795.00

Balance Unfunded: \$0

Total

Option Year 1

Total Cost Option 1 Year: \$3,809,589.00

Funds this action: \$0.00

Previous funding: \$0.00

Funds available: \$3,206,942.97

Balance Unfunded: \$602,646.03

Total

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Option Year 2

Total Cost Option 2 Year: \$3,954,897.00

Funds this action: \$447,799.26 (Labor: \$425,452.74; ODC's: \$22,346.52)

Previous funding: \$1,907,387.62

Funds available: \$2,355,186.88

Balance Unfunded: \$1,599,710.12

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Mark A. Sanders

Code: AIR-6.6.2.2B3

Mailing Address: COMNAVAIRSYSCOM, PMA234
47123 Buse Rd, Suite: 536
Patuxent River, MD 20670

Telephone: (301) 757-7903

DSN: 757-7903

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

(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.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (March 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

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WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types:
http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html

Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC	N00421
Admin Office DODAAC:	S3915A
Inspector DODAAC (if applicable):	
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (for Final Cost Voucher) (if applicable)	DCMA S3915A
Acceptor DODAAC (if applicable):	N00421
Local Processing Office (LPO –if applicable):	
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	DCAA HAA310
Paying Office DODAAC:	HQ0337

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

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

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

Name: Mark A. Sanders

Email: Mark.Sanders@navy.mil

Phone: (301) 757-7903

Role: Task Order Manager (TOM)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the

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Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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 284,935 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 1,096 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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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.

(j) Deleted per Amendment 0001

(k) 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.

```
Accounting Data
SLINID  PR Number          Amount
-----
100001  0010168475-0001    46245.00
LLA :
AA 1761506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: na
ACRN: AA
CIN: 001016847500002
COST CODE: PMA234AA1A41

100002  0010168475-0001    330284.00
LLA :
AB 1761506 Y5B0 251 00019 0 050119 2D 000000
```

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Standard Number: NA
ACRN: AA
CIN: 001016847500003
COST CODE: PMA234BB1A10

100003 0010168475-0001 339410.00
LLA :
AC 1761506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
ACRN: AC
CIN: 001016847500004
COST CODE: PMA234CC2010

100004 0010168475-0001 37600.00
LLA :
AD 1761506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
ACRN: AA
CIN: 001016847500005
COST CODE: PMA234FA2A30

300001 0010168475-0001 71255.00
LLA :
AA 1761506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
ACRN: AA
CIN: 001016847500002
COST CODE: PMA234AA1A41

MOD 1

100005 0010199631 7417.00
LLA :
AE 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234CC2010
CIN: 001019963100004
ACRN: AE

100006 0010199631 213949.00
LLA :
AF 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234AA1A41
CIN: 001019963100001
ACRN: AF

100007 0010199631 63634.00
LLA :
AG 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234BB1920
CIN: 001019963100003
ACRN: AG

100008 0010199631 415057.00
LLA :
AH 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234BB1A10
CIN: 001019963100002
ACRN: AH

100009 0010199631 2672.00
LLA :
AJ 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234DA1A30
CIN: 001019963100006
ACRN: AJ

100010 0010199631 12618.00
LLA :
AK 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234FA230

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CIN: 001019963100005
ACRN: AK

300002 0010199631 76059.00
LLA :
AE 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234CC2010
CIN: 0010199631
ACRN: AE

MOD 2

100011 0010196917 41880.00
LLA :
AL 1771804 4A4N 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: AIR30PRL2716
CIN: 0010196917
ACRN: AL

100012 0010201601 300000.00
LLA :
AM 1771319 Y5WR 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234CC1220
CIN: 001020160100001
ACRN: AM

MOD 3

100013 0010201006 497666.00
LLA :
AN 1771804 4A6A 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: A60SSF3I00
CIN: 001020100600001
ACRN: AN

MOD 4

100014 0010196917-0001 66960.00
LLA :
AP 1771804 4A4N 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: AIR30PRL2716
CIN: 001019691700002

MOD 5

100015 0010210366 88680.41
LLA :
AQ 1771319 Y5WR 251 00019 0 050119 2D 000000
Standard Number: na
Cost Code: PMA234CA1420
CIN: 001021026600007
ACRN: AQ

100016 0010210366 234906.65
LLA :
AR 1771319 Y5WR 251 00019 0 050119 2D 000000
Standard Number: NA
Cost Code: PMA234CC1220
CIN: 001021036600006
ACRN: AR

100017 0010210366 215276.54
LLA :
AS 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: PMA234AA1A41
CIN: 001021036600001

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ACRN: AS

100018 0010210366 119968.00
 LLA :
 AT 1771506 Y5B0 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA234BB1920
 CIN: 001021036600003
 ACRN: AT

100019 0010210366 216698.70
 LLA :
 AU 1771506 Y5B0 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA234BB1A10
 CIN: 001021036600002
 ACRN: AU

100020 0010210366 65473.07
 LLA :
 AV 1771506 Y5B0 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA234DA1A30
 CIN: 001021036600005
 ACRN: AV

100021 0010210366 13297.34
 LLA :
 AW 1771506 Y5B0 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA234FA2A30
 CIN: 001021036600004
 ACRN: AW

100022 0010209891 192788.29
 LLA :
 AX 1771804 4A4N 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: AIR30PRL2816
 CIN: 001020989100001
 ACRN: AX

MOD 6

100017 0010210366 (15000.00)
 LLA :
 AS 1771506 Y5B0 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA234AA1A41
 CIN: 001021036600001
 ACRN: AS

300003 0010210366-0001 15000.00
 LLA :
 AS 1771506 Y5B0 251 00019 0 050119 2D 000000
 Standard Number: NA
 Cost Code: PMA234AA1A41
 ACRN: AS
 CIN: 001021036600001

MOD 7

100101 0010222799 334401.83
 LLA :
 AZ 1771319 Y5WR 251 00019 0 050119 2D 000000
 Standard Number: NA
 Cost Code: PMA234CC1220
 ACRN: AZ
 CIN: 001022279900005

100102 0010222799 122565.94
 LLA :
 BA 1771319 Y5WR 251 00019 0 050119 2D 000000
 Standard Number: na
 Cost Code: PMA234CA1420

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ACRN: BA
CIN: 001022279900006

100103 0010222799 23291.77
LLA :
BB 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
Cost Code: PMA234AA1A41
ACRN: BB
CIN: 001002279900001

100104 0010222799 7341.75
LLA :
AY 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: na
Cost Code: PMA234BB1920
ACRN: AY
CIN: 001022279900003

100105 0010222799 417993.34
LLA :
BC 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
Cost Code: PMA234BB1A10
ACRN: BC
CIN: 001022279900002

100106 0010222799 1373.14
LLA :
BD 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
Cost Code:PMA234FA2A30
ACRN: BD
CIN: 001022279900004

300101 0010222799 68342.10
LLA :
AY 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
Cost Code:PMA234BB1920
ACNR: AY
CIN:001022279900003

MOD 9

100022 0010209891 (40000.00)
LLA :
AX 1771804 4A4N 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: AIR30PRL2816
CIN: 001020989100001
ACRN: AX

300004 0010209891-0001 40000.00
LLA :
AX 1771804 4A4N 251 00019 0 050119 2D 000000
Standard Number: na
Cost Code: AIR30PRL2816
ACRN: AX
CIN: 001020989100003

300102 0010196917-0002 31184.10
LLA :
BE 1771804 4A4N 251 00019 0 050119 2D 000000
Standard Number: NA
COST CODE: AIR30PRL2716
ACRN: BE
CIN:001019691700003

MOD 10

100107 N0001908P7LJ002 841849.20
LLA :
BF 1781506 Y5B0 251 00019 0 050120 2D 000000

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Standard Number: NA
 Cost Code: HQ018P7LJ002
 ACRN: BF
 CIN: N0001908P7LJ0020001: \$139,531.20
 CIN: N0001908P7LJ0020002: \$702,318.00

100108 N0001908P7LJ002 90290.00
 LLA :
 BG 1781319 Y5WR 251 00019 0 050120 2D 000000
 Standard Number: NA
 Cost Code: HQ018P7LJ002
 ACRN: BG
 CIN: N0001908P7LJ002003

300103 N0001908P7LJ002 47860.80
 LLA :
 BF 1781506 Y5B0 251 00019 0 050120 2D 000000
 Standard Number: NA
 Cost Code: HQ018P7LJ002
 ACRN: BF
 CIN: N0001908P7LJ0020001

MOD 11

100109 1300100160 240000.00
 LLA :
 BH 1781804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: HQ018PR04064
 ACRN: BH
 CIN: 130010016000001

MOD 13

100107 N0001908P7LJ002 (702318.00)
 LLA :
 BF 1781506 Y5B0 251 00019 0 050120 2D 000000
 Standard Number: NA
 Cost Code: HQ018P7LJ002
 ACRN: BF
 CIN: N0001908P7LJ0020001: \$139,531.20

100110 1300100345 266880.00
 LLA :
 BJ 1781804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: HQ018PR04150
 ACRN: BJ
 CIN: 130010034500001

100111 N0001908P7LJ002 702318.00
 LLA :
 BK 1781506 Y5B0 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: HQ018P7LJ002
 ACRN: BK
 CIN: N0001908P7LJ0020002

100112 1300100345 499497.00
 LLA :
 BL 1781804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: HQ018PR04150
 ACRN: BL
 CIN: 130010034500002

MOD 15

100113 1300100345-0001 214072.00
 LLA :
 BM 1781804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: na
 COST CODE: HQ018PR04150

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ACRN: BM
CIN: 130010034500003

MOD 16

100201 1300110254 369426.00
LLA :
BN 1781506 Y5B0 251 00019 0 050120 2D 000000
COST CODE: A00000015032
ACRN:
CIN: 130011025400001

100202 1300110254 240707.60
LLA :
BP 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000015032
ACRN: BP
CIN: 130011025400002

100203 1300110254 96480.00
LLA :
BQ 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: na
COST CODE: A20000015032
ACRN: BQ
CIN: 130011025400003

100204 1300110254 13792.00
LLA :
BR 1781319 Y5WR 251 00019 0 050120 2D 000000
Standard Number: na
COST CODE: A50000015032
ACRN: BR
CIN:130011025400006

300201 1300110254 20000.00
LLA :
BS 1781319 Y5WR 251 00019 0 050120 2D 000000
Standard Number: na
COST CODE: A50000015032
ACRN: BS
CIN: 130011025400007

MOD 17

100112 1300100345 (15000.00)
LLA :
BL 1781804 4A4N 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR04150
ACRN: BL
CIN: 130010034500002

300104 1300100345-0002 15000.00
LLA :
BL 1781804 4A4N 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR04150
ACRN: BL
CIN: 130010034500005

MOD 18

100205 1300115718 272580.08
LLA :
BT 1791319 Y5WR 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000072937
ACRN: BT
CIN: 130011571800001

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100206 1300115739 481250.67
 LLA :
 BV 1791804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A20000073541
 ACRN: BV
 CIN: 130011573900001

100207 1300115739 257698.50
 LLA :
 BX 1791804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A30000073541
 ACRN: BX
 CIN: 130011573900003

100208 1300117811 91143.74
 LLA :
 BZ 1791319 Y5WR 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A00000094422
 ACRN: BZ
 CIN: 130011781100001

300202 1300115718 15490.65
 LLA :
 BU 1791319 Y5WR 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A00000072937
 ACRN: BU
 CIN: 130011571800002

300203 1300115739 34333.33
 LLA :
 BW 1791804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: na
 COST CODE: A20000073541
 ACRN: BW
 CIN: 130011573900002

300204 1300115739 11996.34
 LLA :
 BY 1791804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A30000073541
 ACRN: BY
 CIN: 130011573900004

300205 1300117811 2488.71
 LLA :
 CA 1791319 Y5WR 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A00000094422
 ACRN: CA
 CIN: 130011781100002

MOD 20

100209 1300115739-0001 257698.50
 LLA :
 CB 1791804 4A4N 251 00019 0 050120 2D 000000
 Standard Number: NA
 ACRN: CB
 COST CODE: A30000073541
 CIN: 130011573900005

100210 1300121351 98288.64

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SECTION H SPECIAL CONTRACT REQUIREMENTS

52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

SDB Targets

Targets for the Small Disadvantaged Business (SDB) Participation Program are:

Name of Contractor NAICS Group Total Dollars Percentage

a. None _____

b. _____

c. _____

d. _____

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment used in performance of this contract. [Contract Specialist/PCO may also include a list of specific suppliers or equipment in the Task Order, if desired, to which the restrictions in paragraph (e) 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.

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

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

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(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 2 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

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

(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.

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 2000)

(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 food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

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

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

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

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

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

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

5252.242-9515 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

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

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

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

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SECTION I CONTRACT CLAUSES

SECTION I - CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 -- FIXED FEE (MAR 1997)

FULL CLAUSE(S) INCORPORATED

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

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1 Department of Defense Contract Security Classification Specification, DD254 Revision 1, dated 27 June 2008 (2 pages)

Attachment 2 Personnel Qualifications (1 page)

Attachment 3 Signed Navy Marine Corps Intranet Approval Form (1 page)

Attachment 4 Contracting Officer's Representative/ Task Order Manager (COR/TOM) Appointment letter (4 pages) for Mark Sanders dated 25 February 2008.

Attachment 5 Worksheet for CDRL subtitled Information Technology Personnel Security Report for the COR.

Attachment 6 Worksheet for CDRL subtitled Information Technology Personnel Security Report for NAVAIR Security.

Exhibit A Contract Data Requirements List (CDRL A001) (1 page)

Exhibit B - Contract Data Requirements List (CDRL) A002 and A003 (2 pages)