

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 02-Feb-2012	4. REQUISITION/PURCHASE REQ. NO. 1300206587-0003	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A	

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
danita.ellison@navy.mil 301-757-9702

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Naval Systems, Inc. 21491 Great Mills Road Suite 100 Lexington Park MD 20653-1220		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4466-M803
		10B. DATED (SEE ITEM 13) 01-Dec-2006
CAGE CODE 3PWC2	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	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.
[]	
[]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Unilateral Modification 43.103(b) and FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor [X] 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) Linda L Cullison, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Linda L Cullison	16C. DATE SIGNED 02-Feb-2012
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 2 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this unilateral modification is to (1) Provide incremental funding for continued task order performance; and (2) Update Section G Contract Administration Data, Clause SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993). Accordingly, said Task Order is modified as follows:

(1) The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$4,557,012.00 by \$144,000.00 to \$4,701,012.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
450003	O&MN,N	0.00	134,000.00	134,000.00
650001	OTHER	0.00	10,000.00	10,000.00

The total value of the order is hereby increased from \$4,763,999.00 by \$0.00 to \$4,763,999.00.

1. In Section G, contract Accounting Data, the Lines of Accounting (LOA) have been added:

450003 1300206587-0003 134000.00
LLA :
AS 1721804 4A4N 251 00019 0 050120 2D 000000 A00000761456
CIN 130020658700005

650001 1300206587-0003 10000.00
LLA :
AS 1721804 4A4N 251 00019 0 050120 2D 000000 A00000761456
Cost code: A00000761456
CIN: 130020658700005

2. In Section G, Contract Administration Data, SEA Clause 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) is hereby deleted and replaced with the following:

(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:

FUNDING PROFILE

It is estimated that these incremental funds will provide for 58,153 hours. The following details funding to date:

BASE YEAR ITEM(S):

CLIN 1000
Total CPFF - \$763,847.00

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 3 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

ALLOTTED TOTAL CPFF: \$763,847.00

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2006 - 30 NOVEMBER 2007

CLIN 3000

Total COST - \$50,000.00

ALLOTTED TO COST: \$50,000.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2006 - 30 NOVEMBER 2007

OPTION YEAR ONE ITEM(S):

CLIN 1100

Total CPFF - \$830,434.00

ALLOTTED TOTAL CPFF: [REDACTED]

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2007 - 30 NOVEMBER 2008

CLIN 3100

Total CPFF - \$35,728.00

ALLOTTED TO COST: \$35,728.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2007 - 30 NOVEMBER 2008

OPTION YEAR TWO ITEM(S):

CLIN 1200

Total CPFF - \$865,103.00

ALLOTTED TOTAL CPFF: \$865,103.00

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2008 - 30 NOVEMBER 2009

CLIN 3200

Total COST - \$85,897.00

ALLOTTED TO COST: \$85,897.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2008 - 30 NOVEMBER 2009

OPTION YEAR THREE ITEM(S):

CLIN 4300

Total CPFF - \$895,338.00

ALLOTTED TOTAL CPFF: [REDACTED]

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2009 - 30 NOVEMBER 2010

CLIN 6300

Total COST - \$89,405.00

ALLOTTED TO COST: \$89,405.00

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 4 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2009 - 30 NOVEMBER 2010

OPTION YEAR FOUR ITEM(S):

CLIN 4400

Total CPFF - \$792,500.00

ALLOTTED TOTAL CPFF: [REDACTED]

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2010 - 30 NOVEMBER 2011

CLIN 6400

Total COST - \$46,760.00

ALLOTTED TO COST: \$46,760.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2010 - 30 NOVEMBER 2011

CLIN 4500

Total CPFF - \$285,105.10

FUNDS THIS MOD: \$134,000.00

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

ALLOTTED TOTAL CPFF: \$236,000.00

BALANCE UNFUNDED- \$49,105.10

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2011 - 30 APRIL 2012

CLIN 6500

Total COST - \$23,881.90

FUNDS THIS MOD: \$10,000.00

ALLOTTED TO COST: \$10,000.00

BALANCE UNFUNDED- \$13,881.90

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2011 - 30 APRIL 2012

(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, 1100, 1200, 3000, 3100, 3200, 4300, 4400, 6300, and 6400 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.

All other terms and conditions of the task order remain in full force and effect.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 1 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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	Logistic Support Services for PMA-231 (OTHER)	1.0	LO			\$763,847.00
100001	INCREMENTAL FUNDING in support of CLIN 1000 (OTHER)					
100002	INCREMENTAL FUNDING in support of CLIN 1000 (OTHER)					
100003	INCREMENTAL FUNDING in support of CLIN 1000 (OTHER)					
1100	Logistic Support Services for PMA-231 - Option 1 (O&MN,N)	1.0	LO			\$830,434.00
110001	INCREMENTAL FUNDING in support of CLIN 1100 (O&MN,N)					
110002	INCREMENTAL FUNDING in support of CLIN 1100 (O&MN,N)					
110003	INCREMENTAL FUNDING in support of CLIN 1100 (O&MN,N)					
110004	INCREMENTAL FUNDING in support of CLIN 1100 (O&MN,N)					
110005	INCREMENTAL FUNDING in support of CLIN 1100 (O&MN,N)					
110006	INCREMENTAL FUNDING in support of CLIN 1100 (O&MN,N)					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 2 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

1200 Logistic Support 1.0 LO [REDACTED] [REDACTED] \$865,103.00
 Services for
 PMA-231 - Option
 2 (O&MN,N)

120001 INCREMENTAL
 FUNDING in
 support of CLIN
 1200 (O&MN,N)

120002 INCREMENTAL
 FUNDING in
 support of CLIN
 1200 (O&MN,N)

120003 INCREMENTAL
 FUNDING in
 support of CLIN
 1200 (O&MN,N)

120004 INCREMENTAL
 FUNDING in
 support of CLIN
 1200 (O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Travel, NMCI, Material/ODCs in support of CLIN 1000 (O&MN,N)	1.0	LO	\$50,000.00
300001	INCREMENTALLY FUND in support of CLIN 3000 (O&MN,N)			
3100	Travel, NMCI, Material/ODCs in support of CLIN 1100 - Option 1 (O&MN,N)	1.0	LO	\$35,728.00
310001	Incremental funding in support of CLIN 3100 (O&MN,N)			
310002	Incremental funding in support of CLIN 3100 (O&MN,N)			
310003	Incremental funding in support of CLIN 3100 (O&MN,N)			
310004	Incremental funding in			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 3 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

support of CLIN
3100 (O&MN,N)

310005 Incremental
funding in
support of CLIN
3100 (O&MN,N)

3200 Travel, NMCI, 1.0 LO \$85,897.00
Material/ODCs in
support of CLIN
1200 - Option 2
(O&MN,N)

320001 INCREMENTAL
FUNDING in
support of CLIN
3200 (O&MN,N)

320002 INCREMENTAL
FUNDING in
support of CLIN
3200 (O&MN,N)

320003 INCREMENTAL
FUNDING in
support of CLIN
3200 (O&MN,N)

320004 INCREMENTAL
FUNDING in
support of CLIN
3200 (O&MN,N)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4300	Logistic Support Services for PMA-231 - Option 3 (O&MN,N)	1.0	LO			\$895,338.00
430001	Funding in support of CLIN 4300 (O&MN,N)					
430002	Funding in support of CLIN 4300 (O&MN,N)					
430003	Funding in support of CLIN 4300 (O&MN,N)					
430004	Funding in support of CLIN 4300 (O&MN,N)					
4400	Logistic Support Services for PMA-231 - Option	1.0	LO			\$792,500.00

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 4 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

4 (O&MN,N)

440001 Logistic Support
Services for
PMA-231 - Option
4 (O&MN,N)

440002 Logistic Support
Services for
PMA-231 - Option
4 (O&MN,N)

440003 Logistic Support
Services for
PMA-231 - Option
4 (O&MN,N)

440004 Logistic Support
Services for
PMA-231 - Option
4 (O&MN,N)

440005 Logistic Support
Services for
PMA-231 - Option
4 (O&MN,N)

440006 Logistic Support
Services for
PMA-231 - Option
4 (O&MN,N)

4500	Per SEA 5252.216-9122 Level of Effort an extension CLIN is added. (OTHER)	1.0	LO			\$285,105.10
------	---	-----	----	--	--	--------------

450001 Funding in
support of CLIN
4500 (O&MN,N)

450002 Funding in
support of CLIN
4500 (O&MN,N)

450003 Funding in
support of CLIN
4500 (O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6300	Travel, NMCI, Material/ODCs in support of CLIN 4300 - Option 3 (O&MN,N)	1.0	LO	\$89,405.00

630001 Funding in
support of CLIN

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 5 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

6300 (O&MN,N)

630002 Funding in
support of CLIN
6300 (O&MN,N)

630003 Funding in
support of CLIN
6300 (O&MN,N)

630004 Funding in
support of CLIN
6300 (O&MN,N)

6400	Travel, NMCI, Material/ODCs in support of CLIN 4400 - Option 4 (O&MN,N)	1.0	LO	\$46,760.00
------	---	-----	----	-------------

640001 Travel, NMCI,
Material/ODCs in
support of CLIN
4400 - (O&MN,N)

640002 Travel, NMCI,
Material/ODCs in
support of CLIN
4400 - (O&MN,N)

6500	In accordance with SEA 52.216-9122 Level of Effort an extension CLIN is added (OTHER)	1.0	LO	\$23,881.90
------	--	-----	----	-------------

650001 Travel, NMCI,
Material/ODCs in
support of CLIN
4500 (OTHER)

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

All CLINs are Cost Reimbursable.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 6 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 INTRODUCTION.

The Naval Air Systems Command Aircraft Division (NAVAIR AD) is acquiring logistics services in support of the PMA-231.

2.0 BACKGROUND

This requirement resides in the AIR 6.6.2. PMA-231, a program under the Program Executive Officer, Tactical Aircraft Programs supports multiple E-2 and C-2A. The E-2 is a variant of the carrier-based Airborne Early Warning/Command and Control (AEW/CC) system developed and produced for the Navy under a succession of contracts with Northrop Grumman Corporation (NGC). Throughout its lifecycle, the E-2 has undergone various configuration changes designed to improve system performance, enhance capabilities, and increase reliability. These changes include the Update Development Programs (UDP) Group I and Group II, Navigation Upgrade, Mission Computer Upgrade, and Hawkeye 2000. The C-2A Greyhound provides critical logistics support to Carrier Strike Groups. Its primary mission is the transport of high-priority cargo, mail and passengers between carriers and shore bases. Powered by twin Allison T56-A-425 turboprop engines and Hamilton-Standard constant speed propellers, the C-2A can deliver a combined payload of 10,000 pounds over a distance in excess of 1,000 nm. The interior arrangement of the cabin can readily accommodate cargo, passengers and litter patients.

3.0 SCOPE

The E-2/C-2 aircraft are currently deployed in the Fleet and require numerous modifications/upgrades, and supportability analyses to address survivability, safety, avionics, component improvements, and aircraft sustainability. Contractor support is required to provide Logistics Program Management Support, and Logistics Supportability Analyses for the E-2/C-2 Weapon System, Power and Propulsion System, and Support Equipment. The contractor shall perform the services detailed in Section 5.0, below.

4.0 APPLICABLE DIRECTIVES

4.1 DoDD 5000.1 The Defense Acquisition System

4.2 DoDI 5002 Operation of the Defense Acquisition System

4.3 Defense Acquisition Guidebook

4.4 All applicable Navy directive, Instructions, Handbooks, and policy driven documentation

5.0 REQUIREMENTS

5.1 Logistic Planning

5.1.1 Provide logistics management support in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) meetings, Critical Items Logistics Reviews (CILR), Logistics Elements Managers (LEM) reviews, Product Enterprise Team (PET) reviews, Power and Propulsion Problem Solving Conferences (SPSC), Manage and disseminate applicable PMA-231 Message traffic, and other supportability related meetings and conference calls.

5.1.2 Attend and participate in logistics meetings, conferences and reviews. Prepare conference agenda and follow-up minutes documenting results of the meetings and action items identified. The contractor shall assist in the resolution of action item documented at the above listed logistics meetings, and develop plans to systematically track action items generated at ILS meetings.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 7 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

5.1.3 Provide recommendations for developing and modifying Acquisition logistics (ALS) Plans, User logistics Support Summary (ULSS), and Post Production Support Plan (PPSP) for the E-2 Weapon System, subsystems and its support systems.

5.1.4 Assess program-planning documents, investigate discrete activities within each element of logistics, recommend 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.

5.1.5 Provide technical support for the identification of E-2/C-2 in service Program Related Logistics (PRL) support requirements; budgeting for PRL requirements and other program related logistics support requirements.

5.1.6 Develop the in-service support funding spend plans, ensure the allocation of resources in accordance with spend plans, track and report the obligation and execution of those resources.

5.1.7 Coordinate and develop briefs in support of the Naval Aviation Readiness Integrated Improvement Program (NAVRIIP) Program Assessment Reports (PAR) and Board of Directors (BOD) meetings.

5.1.8 Develop and track implementation of the yearly technical publications update plans, and provide bi-weekly publication plan implementation progress reports.

5.2 Develop Logistics Supportability Analysis

5.2.1 Utilize the Logistics Management Decision Support System (LMDSS), Naval Aviation Logistics Data Analysis (NALDA), Aircraft Inventory Record Reporting System (AIRRS) and other decision support systems to identify and document readiness, operations/support cost degraders and, develop alternative support solutions.

5.2.2 Conduct on-site quantitative and qualitative analyses of the logistics elements for new hardware at selected sites. Identify variances from the documented plan and recommend corrective actions and track implementation to meet planning milestones.

5.2.3 Provide recommendations for developing and modifying logistics support strategies for weapon systems, subsystems to identify the most cost effective plan to ensure the accomplishment of program objectives.

5.2.4 Prepare readiness degrader charts, create the supply and maintenance Subsystem Capability Impact Reporting (SCIR) degrader matrix from the LMDSS and DECKPLATE databases in support of the quarterly Critical Items Logistics Reviews (CILRs).

5.2.5 Conduct analysis of Engineering Change Proposals (ECPs) to assess and document the Aviation Depot Level Repairables (AVDLR) and consumable cost impact to the fleet Flying Hour Programs (FHP).

5.2.6 Document the results of the FHP impact analysis utilizing the Cost Adjustment Sheets (CAS). The contractor shall coordinate the development of the yearly Flying Hour Program (FHP) budget impact data call.

5.2.7 Conduct reliability, maintainability, and availability analysis of the NP-2000 propeller system. Provide monthly MFHBF/MFHBMA, TAT status report.

5.2.8 Identify and assess the principal factors impacting the supportability of an E-2 / C-2 specified weapon system/subsystem to quantify the scope and nature of logistic support required to meet specific operational mission requirements efficiently and effectively. Assess E-2 / C-2 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.

5.2.9 Provide recommendations for developing and maintaining comprehensive affordable readiness plans for the E-2C 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,

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 8 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

define initiatives to achieve those targets, identify metrics used to measure program progress, and identify barriers and impediments to reach program goals.

5.3 Configuration Management

5.3.1 Review and assess Engineering Change Proposals (ECPs), Technical Directives (TDs) and publication changes affecting aircraft, systems, and sub-systems to assure Integrated Logistics Support requirements are addressed. Provide recommendations regarding problem areas, improvements, planning factors and program impacts.

5.3.2 Maintain the E-2/C-2 Resource Allocation Management Program (RAMP) configuration database. The contractor shall utilize the RAMP database to input and track the implementation actions of approved Engineering Change Proposals.

5.4 OPSEC

The contractor shall develop, implement and maintain a facility level OPSEC program to protect controlled unclassified information to be used at the contractor facility during the performance of this contract. Contract data requirements list (CDRL) and data item description (DID) attached. The OPSEC plan shall be submitted to NAVAIR within 90 days of contract award for acceptance and approval. Contractor shall mail preliminary draft OPSEC Plan in MS Word 6.0 (or later) on Compact Disc and hard copy to: Commander, Attn; PMA-231 Security Manager, Naval Air Systems Command, 47017 Hinkle Circle, B420 Patuxent River, MD 20670-1547. Final plan is due 45 days after Government approval of draft. While performing aboard NAVAIR sites, the contractor shall comply with the provisions of OPNAVINST 3432.1 and the local command 3432 instruction series for Operations Security; at all other sites, the contractor shall comply with the local command and/or program OPSEC plan.

5.5 PERFORMANCE STANDARDS

This requirement is performance based. The contractor shall comply with and is subject to the below Performance Standards:

Required Service	Standard	AQL Requirement	Method of Surveillance
Monthly Progress Reports	Delivered on or before due date. Satisfactory TOM Review	90% of reports delivered on time	TOM review
Monthly Funds and Expenditure Reports	Delivered on or before due date. Satisfactory TOM Review	90% of reports delivered on time	TOM review
Program Report and Minutes	Delivered on or before due date. Satisfactory TOM Review	90% of reports delivered on time	TOM review
OPSEC Plan	Satisfactory TOM Review	Satisfactory completion of CDRL requirements by the second submission to TOM	TOM review

6.0 DELIVERABLES

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

A001 Contractor's Progress, Status and Management Report – Monthly Progress Report

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 9 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

A002 Funds and Man-Hour Expenditure Report

A003 Technical Report – Study/Services – Program Review / Minutes

A004 Technical Report- OPSEC Plan

7.0 CONSTRAINTS

7.1 Place of Performance

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

- 1 position at Naval Air Station Patuxent River, MD.
- Remaining personnel at contractor facility within 30 miles of Patuxent River, MD.

7.2 Electronic Data Reporting Standard

All electronic data and reports submitted by the contractor in support of this tasking shall use Microsoft Office package software compatible with NMCI standards for MS Word, Access, PowerPoint and Excel. The contractor shall maintain NMCI MS office version compatibility.

7.3 Work Schedule

The contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours 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 hours 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 (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 Task Order Manager (TOM), 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.. Additionally, the CWS schedule shall not prevent contractor employees from providing necessary staffing and services coverage when required by the Government facility.

8.0 ESTIMATED TRAVEL DESTINATIONS

Estimated annual travel requirements are as follows (For informational purposes only):

Location	# of Days	# of Trips	# of People
Washington, DC	2	5	1
Pt. Mugu, CA	4	10	1
Norfolk, VA	4	13	1
San Diego, CA	4	5	1

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M803	18	10 of 34	

Jacksonville, FL	4	2	1
Bethpage, NY	3	2	1
Cherry Point, SC	3	3	1

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

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at IT POSITIONS.pdf as amended IT Policy Amendment 6 June 07 or through the Procuring Contracting Officer (PCO) [**Attachment 2**]. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

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

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with **CDRL B001 and CDRL B002**. 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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M803	18	11 of 34	

SECTION D PACKAGING AND MARKING

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 12 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 13 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

CLIN 1000 1 Dec 06 – 30 Nov 07

CLIN 3000 1 Dec 06 – 30 Nov 07

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

CLIN 1100 1 Dec 07 – 30 Nov 08

CLIN 3100 1 Dec 07 – 30 Nov 08

CLIN 1200 1 Dec 08 – 30 Nov 09

CLIN 3200 1 Dec 08 – 30 Nov 09

CLIN 4300 1 Dec 09 – 30 Nov 10

CLIN 6300 1 Dec 09 – 30 Nov 10

CLIN 4400 1 Dec 10 – 30 Nov 11

CLIN 6400 1 Dec 10 – 30 Nov 11

CLIN 4500 1 Dec 11 – 30 Apr 12

CLIN 6500 1 Dec 11 – 30 Apr 12

Place of Performance

Patuxent River Naval Air Station -- 1 position

Contractor site within 30 miles of Patuxent River, MD -- remaining personnel

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M803	18	14 of 34	

provision.

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 15 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire contract is cost type.

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified cost.

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:

Numeric SLIN	ACRN	Amount Obligated
SEE ACCOUNTING DATA BELOW		

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Richard Boisvert
Code: AIR 6.6.2.1
Mailing Address: 47123 Buse Road, Bldg 2272, Patuxent River, MD 20670
Telephone: (301) 757-7325
Commercial: (301) 757-7325
DSN: 757-7325

- (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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 16 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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 Work Flow-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.

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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 17 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2101A
Inspector DODAAC (if applicable):	N/A
Service Approver DODAAC (for Final Cost Voucher)	DCMA DODAAC
Acceptor DODAAC (if applicable):	DCMA DODAAC
Local Processing Office (LPO –if applicable):	N/A
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	DCAA DODAAC
Paying Office DODAAC:	HQ0338

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

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

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

Name	Email	Phone	Role
Richard Boisvert	richard.boisvert@navy.mil	301-757-7325	TOM

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:

FUNDING PROFILE

It is estimated that these incremental funds will provide for [REDACTED] hours. The following details funding to date:

BASE YEAR ITEM(S):

CLIN 1000

Total CPFF - \$763,847.00

ALLOTTED TOTAL CPFF: \$763,847.00

ALLOTTED TO COST: [REDACTED]

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 18 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2006 - 30 NOVEMBER 2007

CLIN 3000

Total COST - \$50,000.00

ALLOTTED TO COST: \$50,000.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2006 - 30 NOVEMBER 2007

OPTION YEAR ONE ITEM(S):

CLIN 1100

Total CPFF - \$830,434.00

ALLOTTED TOTAL CPFF: \$830,434.00

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2007 - 30 NOVEMBER 2008

CLIN 3100

Total CPFF - \$35,728.00

ALLOTTED TO COST: \$35,728.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2007 - 30 NOVEMBER 2008

OPTION YEAR TWO ITEM(S):

CLIN 1200

Total CPFF - \$865,103.00

ALLOTTED TOTAL CPFF: [REDACTED]

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2008 - 30 NOVEMBER 2009

CLIN 3200

Total COST - \$85,897.00

ALLOTTED TO COST: \$85,897.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2008 - 30 NOVEMBER 2009

OPTION YEAR THREE ITEM(S):

CLIN 4300

Total CPFF - \$895,338.00

ALLOTTED TOTAL CPFF: \$895,338.00

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2009 - 30 NOVEMBER 2010

CLIN 6300

Total COST - \$89,405.00

ALLOTTED TO COST: \$89,405.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2009 - 30 NOVEMBER 2010

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 19 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

OPTION YEAR FOUR ITEM(S):

CLIN 4400

Total CPFF - \$792,500.00

ALLOTTED TOTAL CPFF: \$792,500.00

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2010 - 30 NOVEMBER 2011

CLIN 6400

Total COST - \$46,760.00

ALLOTTED TO COST: \$46,760.00

Balance Unfunded - \$0.00

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2010 - 30 NOVEMBER 2011

CLIN 4500

Total CPFF - \$285,105.10

FUNDS THIS MOD: \$134,000.00

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

ALLOTTED TOTAL CPFF: \$236,000.00

BALANCE UNFUNDED- \$49,105.10

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2011 - 30 APRIL 2012

CLIN 6500

Total COST - \$23,881.90

FUNDS THIS MOD: \$10,000.00

ALLOTTED TO COST: \$10,000.00

BALANCE UNFUNDED- \$13,881.90

ESTIMATED PERIOD OF PERFORMANCE: 01 DECEMBER 2011 - 30 APRIL 2012

(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, 1100, 1200, 3000, 3100, 3200, 4300, 4400, 6300, and 6400 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.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] 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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 20 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Uncompensated effort is defined as hours provided by personnel in excess of [REDACTED] 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 [REDACTED] 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 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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 21 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

Accounting Data		
SLINID	PR Number	Amount
100001	0010200173	693597.00

LLA :
AA 1B 17 91804 8D4D 251 SA SWS 0 068342 2D 000000 14D51 SWS 0510
COST CODE: PMA231A71A20
CIN: 001020017300001

BASE Funding 693597.00
Cumulative Funding 693597.00

MOD 01

100001	0010200173	(50000.00)
--------	------------	------------

LLA :

AA 1B 17 91804 8D4D 251 SA SWS 0 068342 2D 000000 14D51 SWS 0510
COST CODE: PMA231A71A20
CIN: 001020017300001

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M803	18	22 of 34	

300001 0010200173 50000.00
 LLA :
 AA 1771506 Y1A1 251 00019 0 050119 2D 000000
 COST CODE: PMA231A71A20
 CIN: 001020017300001

MOD 01 Funding 0.00
 Cumulative Funding 693597.00

MOD 02

100002 0010204942 80250.00
 LLA :
 AB 1771506 Y5C2 251 00019 0 050119 2D 000000
 COST CODE: PMA231CF2030
 CIN: 001020494200001

MOD 02 Funding 80250.00
 Cumulative Funding 773847.00

MOD 03

100003 0010218543 40000.00
 LLA :
 AC 1H 17 9 1804 8D3D 251 SA SWS 0 068342 2D 000000 13DX1 SWS 0X10
 COST CODE: AIR30PRL2616
 CIN 001021854300001

MOD 03 Funding 40000.00
 Cumulative Funding 813847.00

MOD 04

110001 N0001908HQCJ19L 105500.00
 LLA :
 AD 1J 17 9 1804 8D4D 251 SA SWS 0 068342 2D 000000 14D54 SWS 0540
 COST CODE: HQ018HQCJ19L
 CIN: N0001908HQCJ19L0001

310001 N0001908HQCJ19L 7000.00
 LLA :
 AD 1781804 4A4N 251 00019 0 050120 2D 000000
 COST CODE: HQ018HQCJ19L
 CIN N0001908HQCJ19L0001

MOD 04 Funding 112500.00
 Cumulative Funding 926347.00

MOD 05

110002 1300094668-0002 330833.00
 LLA :
 AE 1781804 4A4N 251 00019 0 050120 2D 000000
 COST CODE: HQ018HQCJ19L
 CIN 130009466800002

110003 1300094668-0002 176400.00
 LLA :
 AF 1E 17 9 1804 8D4D 251 SA SWS 0 068342 2D 000000 14DS3 000 0S30
 COST CODE: HQ018HQCJ19L
 CIN 130009466800003

310002 1300094668-0002 17500.00
 LLA :
 AE 1781804 4A4N 251 00019 0 050120 2D 000000
 COST CODE: HQ018HQCJ19L
 CIN 130009466800002

310003 1300094668-0002 7500.00
 LLA :
 AF 1781804 4A4N 251 00019 0 050120 2D 000000

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 23 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

COST CODE: HQ018HQCJ19L
CIN 130009466800003

MOD 05 Funding 532233.00
Cumulative Funding 1458580.00

MOD 06

110004 1300105921 26634.00
LLA :
AG 1781319 Y5EJ 252 00019 0 050120 2D 000000
COST CODE: HQ018PR07008
CIN 130010592100001

110005 1300106740 26634.00
LLA :
AH 1771506 Y1A1 252 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR07426
CIN 130010674000001

110006 100094668-0003 164433.00
LLA :
AF 1781804 4A4N 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018HQCJ19L
CIN 130009466800004

310004 1300105921 1864.00
LLA :
AG 1781319 Y5EJ 252 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR07008
CIN 130010592100001

310005 1300106740 1864.00
LLA :
AH 1771506 Y1A1 252 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR07426
CIN 130010674000001

MOD 06 Funding 221429.00
Cumulative Funding 1680009.00

MOD 07

120001 1300115986 230000.00
LLA :
AJ 1791804 4A4N 251 00019 0 050120 2D 000000
COST CODE: A00000075912
CIN: 130011598600010

120002 1300115986 230000.00
LLA :
AK 1791804 4A4N 251 00019 0 050120 2D 000000
COST CODE: A10000075912
CIN: 130011598600011

320001 1300115986 7750.00
LLA :
AJ 1791804 4A4N 251 00019 0 050120 2D 000000
COST CODE: A00000075912
CIN: 130011598600010

320002 1300115986 7750.00
LLA :
AK 1791804 4A4N 251 00019 0 050120 2D 000000
COST CODE: A00000075912
CIN: 130011598600011

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M803	18	24 of 34	

MOD 07 Funding 475500.00
Cumulative Funding 2155509.00

MOD 08

120003 1300115986-0001 202551.50
LLA :
AJ 1791804 4A4N 251 00019 0 050120 2D 000000
COST CODE: A00000075912
CIN: 130011598600012

120004 1300115986-0001 202551.50
LLA :
AK 1791804 4A4N 251 00019 0 050120 2D 000000
COST CODE: A00000075912
CIN 130011598600013

320003 1300115986-0001 35198.50
LLA :
AJ 1791804 4A4N 251 00019 0 050120 2D 000000
COST CODE: A00000075912
CIN: 130011598600012

320004 1300115986-0001 35198.50
LLA :
AK 1791804 4A4N 251 00019 0 050120 2D 000000
COST CODE: A10000075912
CIN: 130011598600013

MOD 08 Funding 475500.00
Cumulative Funding 2631009.00

MOD 09

430001 1300138852 231186.00
LLA :
AL 1701804 4A4N 251 00019 0 050120 2D 000000 A00000320036
COST CODE: A00000320036
CIN 130013885200001

430002 1300138852 231187.00
LLA :
AM 1701804 4A4N 251 00019 0 050120 2D 000000 A10000320036
CIN 130013885200002
COST CODE: A10000320036

630001 1300138852 15000.00
LLA :
AL 1701804 4A4N 251 00019 0 050120 2D 000000 A00000320036
COST CODE: A00000320036
CIN 130013885200001

630002 1300138852 15000.00
LLA :
AM 1701804 4A4N 251 00019 0 050120 2D 000000 A10000320036
COST CODE: A10000320036
CIN 130013885200002

MOD 09 Funding 492373.00
Cumulative Funding 3123382.00

MOD 10

430003 1300138852-0001 216482.50
LLA :
AL 1701804 4A4N 251 00019 0 050120 2D 000000 A00000320036
CIN 130013885200003

430004 1300138852-0001 216482.50

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M803	18	25 of 34	

LLA :
AM 1701804 4A4N 251 00019 0 050120 2D 000000 A10000320036
CIN 130013885200004

630003 1300138852-0001 29702.50
LLA :
AL 1701804 4A4N 251 00019 0 050120 2D 000000
ACRN: AL
COST CODE: A00000320036
CIN 130013885200003

630004 1300138852-0001 29702.50
LLA :
AM 1701804 4A4N 251 00019 0 050120 2D 000000
ACRN: AM
COST CODE: A10000320036
CIN 130013885200004

MOD 10 Funding 492370.00
Cumulative Funding 3615752.00

MOD 11 Funding 0.00
Cumulative Funding 3615752.00

MOD 12

440001 1300181636 100000.00
LLA :
AN 1711804 4A4N 251 00019 0 050120 2D 000000 A00000591668
CIN: 130018163600001

440002 1300181636 85000.00
LLA :
AP 1711804 4A4N 251 00019 0 050120 2D 000000 A10000591668
CIN: 130018163600002

640001 1300181636 15000.00
LLA :
AP 1711804 4A4N 251 00019 0 050120 2D 000000 A10000591668
CIN: 130018163600002

MOD 12 Funding 200000.00
Cumulative Funding 3815752.00

MOD 13

440003 1300181636-0001 200000.00
LLA :
AN 1711804 4A4N 251 00019 0 050120 2D 000000 A00000591668
CIN: 130018163600003

440004 1300181636-0001 100000.00
LLA :
AP 1711804 4A4N 251 00019 0 050120 2D 000000 A10000591668
CIN: 130018163600004

MOD 13 Funding 300000.00
Cumulative Funding 4115752.00

MOD 14 Funding 0.00
Cumulative Funding 4115752.00

MOD 15

440005 1300206587 293170.00
LLA :
AQ 1711804 4A4N 251 00019 0 050120 2D 000000 A00000761456
130020658700001

440006 1300206587 14330.00
LLA :
AR 1711804 4A4N 251 00019 0 050120 2D 000000 A10000761456
130020658700002

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 26 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

640002 1300206587 31760.00
 LLA :
 AR 1711804 4A4N 251 00019 0 050120 2D 000000 A10000761456
 130020658700002

MOD 15 Funding 339260.00
 Cumulative Funding 4455012.00

MOD 16

450001 1300206587-0001 30000.00
 LLA :
 AS 1721804 4A4N 251 00019 0 050120 2D 000000 A00000761456
 CIN: 130020658700003

MOD 16 Funding 30000.00
 Cumulative Funding 4485012.00

MOD 17

450002 1300206587-0002 72000.00
 LLA :
 AS 1721804 4A4N 251 00019 0 050120 2D 000000 A00000761456
 CIN 130020658700004

MOD 17 Funding 72000.00
 Cumulative Funding 4557012.00

MOD 18

450003 1300206587-0003 134000.00
 LLA :
 AS 1721804 4A4N 251 00019 0 050120 2D 000000 A00000761456
 CIN 130020658700005

650001 1300206587-0003 10000.00
 LLA :
 AS 1721804 4A4N 251 00019 0 050120 2D 000000 A00000761456
 Cost code: A00000761456
 CIN: 130020658700005

MOD 18 Funding 144000.00
 Cumulative Funding 4701012.00

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 27 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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 the performance of this contract.

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

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

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

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

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

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M803	18	28 of 34	

(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))

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

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 2 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M803	18	29 of 34	

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 30 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 31 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 32 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 33 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 -- FIXED FEE (MAR 1997)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 -- NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUNE 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 18	PAGE 34 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1: Labor Category Breakdown

Attachment 2: Security Spreadsheet

Attachment 3: COR Spreadsheet

Attachment 4: TOM Appointment Letter

Attachment 5: IT Position Policy

Attachment 6: DD2875

Exhibit A: Contract Data Requirements List

Exhibit B: Contract Data Requirements List