

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 31	3. EFFECTIVE DATE 28-Jun-2012	4. REQUISITION/PURCHASE REQ. NO. 1300234241-0002	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 may.dimitrov@navy.mil 301-757-6531	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) 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-M802
		10B. DATED (SEE ITEM 13) 01-Aug-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) FAR 43.103(b) unilateral modification

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) Rita A Pegg, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Rita A Pegg (Signature of Contracting Officer)	28-Jun-2012

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. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 2 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to 1) Provide incremental funding for continue contract performance of task order M802. 2) Update and replace Section G-Contract Administration Data, Clause "Allotment of Funds". Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$5,297,214.25 by \$166,158.00 to \$5,463,372.25.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400205	OTHER	0.00	153,726.00	153,726.00
400206	OTHER	0.00	12,432.00	12,432.00

The total value of the order is hereby increased from \$5,517,086.00 by \$0.00 to \$5,517,086.00.

Replace with the following in Section G- Contract Administration Data, clause "Allotment of Funds"

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

Base Year:

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 1000.....[REDACTED].....[REDACTED].....8/1/2006-7/31/07

CLIN 3000.....\$30,777.00.....\$0.00.....8/1/2006-7/31/07

Option Year 1:

TEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 1001.....[REDACTED].....[REDACTED].....8/1/2007-7/31/08

CLIN 3001.....\$30,777.00.....\$0.00.....8/1/2007-7/31/08

Option Year 2:

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 3 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 1002.....[REDACTED].....[REDACTED].....8/1/2008-7/31/09

CLIN 3002.....\$46,850.00.....\$0.00.....8/1/2008-7/31/09

Option Year 3:

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 4000.....[REDACTED].....[REDACTED].....8/1/2009-7/31/10

CLIN 6000.....\$29,804.02\$0.00.....8/1/2009-7/31/10

Option Year 4:

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 4001.....[REDACTED].....[REDACTED].....8/1/2010-11/30/2011

CLIN 6001.....\$37,921.85.....\$0.00.....8/1/2010-11/30/2011

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 4002.....[REDACTED].....[REDACTED].....12/1/2011-06/30/2012

CLIN 6002.....\$21,974.95.....\$0.00.....12/1/2011-06/30/2012

(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, 1001, 1002, 3000 3001, 3002, 4000, 4001, 6000 and 6001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

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

Base Year:

Total Cost Base Year: \$941,380.00

Funds this action: CLIN 1000 is \$0.00 (Labor)

Funds this action: CLIN 3000 is \$0.00 (ODCs)

Previous balance: \$0.00

Funds available: \$941,380.00

Balance unfunded: \$0.00

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 4 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

Option 1:

Total Cost Option 1: \$968,761.00

Funds this action: CLIN 1001 is \$0.00 (Labor)

Funds this action: CLIN 3001 is \$0.00 (ODCs)

Previous Funding: \$0.00

Funds available: \$968,761.00

Balance Unfunded: \$0.00

Option 2:

Total Cost Option 2: \$996,207.36

Funds this action: CLIN 1002 is \$0.00 (Labor)

Funds this action: CLIN 3002 is \$0.00 (ODCs)

Previous Funding: \$0.00

Funds available: \$966,207.36

Balance Unfunded: \$0.00

Option 3:

Total Cost Option 3: \$719,379.26

Funds this action: CLIN 4000 is \$0.00 (Labor)

Funds this action: CLIN 6000 is \$0.00 (ODCs)

Previous Funding: \$113,000.00

Funds available: \$719,379.26

Balance Unfunded: \$0.00

Option 4:

Total Cost Option 4: \$1,921,358.38

Funds this action: CLIN 4002 is \$166,158.00

Funds this action: CLIN 6002 is \$0.00

Previous Funding: \$278,842.67

Funds available: \$1,867,644.63

Balance Unfunded: \$ 53,713.75

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 1 of 39	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	Provide logistics support for EA-6B Special Tooling/Configuration Management, ILS, and ECP programs in accordance with SOW and CDRLs. (OTHER)	1.0	LO			\$910,603.00
100001	Funding to support SOW. (OTHER)					
100002	Funding to support SOW. (OTHER)					
100003	Funding to support SOW. (OTHER)					
100004	Funding to support SOW. (OTHER)					
1001	Provide logistics support for EA-6B Special Tooling/Configuration Management, ILS, and ECP programs in accordance with SOW and CDRLs. (Option 1) (OTHER)	1.0	LO			\$937,984.00
100101	Funding to support SOW. (OTHER)					
100102	Funding to support SOW. (OTHER)					
100103	Funding to support SOW. (OTHER)					
100104	Funding to support SOW. (OTHER)					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 2 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------



100105 Funding to
support SOW.
(OTHER)

100106 Funding to
support SOW.
(OTHER)

100107 Funding to
support SOW.
(OTHER)

100108 Funding to
support SOW.
(OTHER)

100109 Funding to
support SOW.
(OTHER)

1002	Provide logistics support for EA-6B Special Tooling/Configuration Management, ILS, and ECP programs in accordance with SOW and CDRLs. (Option 2) (OTHER)	1.0	LO			\$929,115.68
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100201 Funding to
support SOW.
(OTHER)

100202 Funding to
support SOW.
(OTHER)

100203 Funding to
support SOW.
(OTHER)

100204 Funding to
support SOW.
(OTHER)

100205 Funding to
support SOW.
(OTHER)

100206 Funding to
support SOW.
(OTHER)

100207 Funding to
support SOW.
(OTHER)

For ODC Items:

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 3 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	ODCs in support of CLIN 1000. (OTHER)	1.0	LO	\$30,777.00
300001	Funding to support CLIN 3000. (OTHER)			
3001	ODCs in support of CLIN 1001. (OTHER)	1.0	LO	\$30,777.00
300101	Funding to support CLIN 3001. (OTHER)			
300102	Funding to support CLIN 3001. (OTHER)			
300103	Funding to support CLIN 3001. (OTHER)			
300104	Funding to support CLIN 3001. (OTHER)			
3002	ODCs in support of CLIN 1002. (OTHER)	1.0	LO	\$37,091.68
300201	Funding to support CLIN 3002. (OTHER)			
300202	Funding to support CLIN 3002. (OTHER)			
300203	Funding to support CLIN 3002. (OTHER)			
300204	Funding to support CLIN 3002. (OTHER)			
300205	Funding to support CLIN 3002. (OTHER)			
300206	Funding to support CLIN 3002. (OTHER)			

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 4 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

4000	Provide logistics support for EA-6B Special Tooling/Configuration Management, ILS, and ECP programs in accordance with SOW and CDRLs. (Option 3) (OTHER)	1.0 LO	[REDACTED]	[REDACTED]	\$689,575.24
400001	Funding to support SOW. (OTHER)				
400002	Funding to support SOW. (OTHER)				
400003	Funding to support SOW. (OTHER)				
400004	Funding to support SOW. (OTHER)				
400005	Funding to support SOW. (OTHER)				
400006	Funding to support SOW. (OTHER)				
4001	Provide logistics support for EA-6B Special Tooling/Configuration Management, ILS, and ECP programs in accordance with SOW and CDRLs. (Option 4) (OTHER)	1.0 LO	[REDACTED]	[REDACTED]	\$1,252,441.11
400101	Funds in support of CLIN 4001 (OTHER)				
400102	Funds in support of CLIN 4001 (OTHER)				
400103	Funds in support of CLIN 4001 (OTHER)				
400104	Funds in support of CLIN 4001 (OTHER)				

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 5 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400105 Funds in support
of CLIN 4001
(OTHER)



400106 Funds in support
of CLIN 4001
(OTHER)

400107 Funds in support
of CLIN 4001
(OTHER)

400108 Funds in support
of CLIN 4001
(OTHER)

400109 Funds in support
of CLIN 4001
(OTHER)

400110 Funds in support
of CLIN 4001
(OTHER)

4002	Provide logistics support for EA-6B Special Tooling/Configuration Management, ILS, and ECP programs in accordance with SOW and CDRLs. (Option 4) (OTHER)	1.0 LO			\$609,020.47
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400201 FUNDING IN
SUPPORT OF CLIN
4002 (OTHER)

400202 FUNDING IN
SUPPORT OF CLIN
4002 (OTHER)

400203 FUNDING IN
SUPPORT OF CLIN
4002 (OTHER)

400204 FUNDING IN
SUPPORT OF CLIN
4002 (OTHER)

400205 FUNDING IN
SUPPORT OF CLIN
4002 (OTHER)

400206 FUNDING IN
SUPPORT OF CLIN
4002 (OTHER)

For ODC Items:

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 6 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODCs in support of CLIN 4000. (OTHER)	1.0	LO	\$29,804.02
600001	ODCs in Support of CLIN 4000. (OTHER)			
600002	ODCs in Support of CLIN 4000. (OTHER)			
600003	ODCs in Support of CLIN 4000. (OTHER)			
600004	ODCs in Support of CLIN 4000. (OTHER)			
600005	ODCs in Support of CLIN 4000. (OTHER)			
600006	ODCs in Support of CLIN 4000. (OTHER)			
6001	ODCs in support of CLIN 4001. (OTHER)	1.0	LO	\$37,921.85
600101	Funds in support of CLIN 6001 (OTHER)			
600102	Funds in support of CLIN 6001 (OTHER)			
600103	Funds in support of CLIN 6001 (OTHER)			
600104	Funds in support of CLIN 6001 (OTHER)			
600105	Funds in support of CLIN 6001 (OTHER)			
600106	Funds in support of CLIN 6001 (OTHER)			
600107	Funds in support of CLIN 6001 (OTHER)			
600108	Funds in support			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 7 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

of CLIN 6001
(OTHER)

600109 Funds in support
of CLIN 6001
(OTHER)

6002 ODC in support of 1.0 LO \$21,974.95
CLIN 4002.
(OTHER)

600201 ODC Extension
(OTHER)

600202 ODC Extension
(OTHER)

600203 ODC Extension
(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 to include travel, NMCI, and materials.

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 8 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SEAPORT PERFORMANCE WORK STATEMENT (PWS) For PMA-234 EA-6B Program Office

1.0 Introduction

This statement of work defines the tasks to be performed by the vendor in providing logistics services necessary to support the EA-6B Fielded Systems and Productive Ratios teams in the areas of configuration management, tooling analysis, cost, maintenance, supportability and reliability analysis, and systems integration.

2.0 SCOPE

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

The contractor shall provide system integration support; develop supportability, maintainability, availability, and cost analyses; and develop and manage specific elements of Configuration Management.

TASKS

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

■2.1 Develop plans to systematically track action items generated at Fielded Systems and/or Productive Ratios logistics meetings and provide status reports. The action item analyses and tracking shall be accomplished utilizing command approved action item tracking systems.

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

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

■2.4 Conduct logistics impact assessments of new technology programs that may be utilized in support of weapon systems, training systems, airborne weapons, and support equipment.

■2.5 Analyze maintenance and logistics cost data bases, and provide assessments of logistic support costs, schedules, availability, level of incorporation, and impact on ILS/operational readiness of proposed Engineering Change Proposals.

■2.6 Utilizing the Logistic Management Decision Support System (LMDSS) and/or other decision support systems to: (1) identify and document reliability system problems, (2) develop alternative support solutions, (3) identify and evaluate consumables that have potential for repair, (4) identify and evaluate repairables that have potential for reduction in turnaround time, and (5) prepare Readiness, Supportability and Affordability analysis in

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 9 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

support of Logistics Management Reviews.

■2.7 Review independent investigations of planned or proposed changes in weapon systems/components reliability, maintainability or performance characteristics. Identify the impact thereof on Life Cycle and Total Ownership Costs, maintenance task analysis, Maintenance Plans (MP), Level of Repair (LOR) analysis, provisioning computations and technical documentation. Provide change recommendations to ILS planning documents, such as the Acquisition Logistics Support/Maintenance Plans.

■2.8 Perform logistics and cost analyses to determine returns on investment, maintenance trade-offs, projected investment, and life-cycle costs for reliability/maintainability improvements as part of Productive Ratios initiatives.

■2.9 Analyze overall system /equipment reliability, maintainability and availability characteristics to determine projected availability.

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

■2.11 The Contractor shall develop specific elements of configuration management as specified in support of the EA-6B program office.

■2.12 Prepare Engineering Change Proposals (ECP), Engineering Change Orders, Notices of Revision (NOR), Specification Change Notices (SCN), and other documents as specified program office. The Contractor shall prepare technical inputs for Configuration Control Board consideration.

■2.13 Provide analytical support for improving the quality and efficiency of the teams Configuration Management process using various management tools including (but not limited to) Modification Management Information System (MODMIS) Multi-User Engineering Change Proposal Approval and Review System (MEARS), Configuration Management Information System (CMIS), Technical Directive Status Accounting (TDSA), Integrated Weapons System Data Base (IWSDB) and Kit Management Information System (KITMIS), and provide recommendations for improvement.

■2.14 Provide recommendations in support of business process improvements and system migration into CMIS, the DOD's CM system of choice. Provide technical support services to populate MODMIS/CMIS with data relative to ECP processing and management. Provide validation to ensure the completeness and accuracy of the data as it is entered.

■2.15 Provide program specific ILS-ECP review procedures that will allow determination of the impact(s) of ECPs relative to support resources, maintenance and LCC requirements for a weapon system, subsystem, or support system. These procedures should consider: 1) collection of standard LSA/Maintenance Plan Analysis (MPA) requirements and baseline procedures relative to the analysis of ECPs; 2) analyzing "Lessons Learned" data; 3) recommendation of baseline procedures in conjunction with the baseline LSA/MPA procedures; 4) identification of criteria for determining the ECPs that would require impact analysis; 5) development of subset procedures for updating approved data and maintenance plans resulting from engineering changes; 6) recommendation of parametric values to quantify the acceptability of engineering change impact(s); 7) definition of documentation requirements and worksheet formats for documenting ECP impact; and 8) recommendation of procedures for ILS-ECP impact analysis.

■2.16 Prepare technical directives in consonance with Naval Air Systems Command (NAVAIR) approved Engineering Change Proposals (ECPs) in cooperation with APML CSS support.

■2.17 Develop and recommend management control techniques to track modifications, plans, and reports; to analyze and track scheduled versus actual events; and to respond to requests for technical information on similar items.

■2.18 Review and assess Engineering Change Proposals (ECPs), Technical Directives (TDs), publications changes affecting aircraft, systems, sub-systems to assure that ILS requirements are properly addressed and are consistent and within known program constraints. Provide recommendations regarding problem areas, improvements, planning factors and impacts.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 10 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

2.19 Provide expertise to support the Configuration Management Programs in their efforts to ensure that ECPs meet NAVAIR criteria for executability and supportability. Evaluations should be qualitative and include a description of deficiencies with recommended corrections. NAVAIR procedures must be adhered to and requires expertise and experience with NAVAIR 4130.1 series and NAVAIR 00-25-300 ECP/TD processing procedures.

2.20 Review and analyze requests for deviations and waivers to production specifications to determine the effects on production, configuration identification, operation and logistics. Ensure ECPs meet the criteria for executability and supportability. Assist with categorization of requests for minor deviations, waivers and Class II ECPs.

2.21 Collect, analyze, and categorize information on Government owned Special Tooling and Special Test Equipment (ST/STE) presently at contractor's plants including any vendor/subcontractor's facilities.

2.22 Develop and provide recommendation for the disposition of all identified ST/STE.

2.23 Perform data reconciliation reviews with contractor and vendors regarding execution of NAVAIR tooling disposition direction.

2.24 Record and track all disposition actions required by NAVAIR, NAVICP, and DLA agencies, and other Government agencies or contractors for EA-6B and A6/EA-6B common tooling.

2.25 Provide monthly status report on tooling requiring disposition actions.

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

Estimated trips:

# People	Location	# of Trips
3	Whidbey Island, WA	2
1	Jacksonville, FL	3
2	NSWC Crane, IN	2
1	Granite City, IL	2

4.0 Performance Matrix

Required Service	Standard	Acceptable Quality Level Requirement	Method of Surveillance	Positive Negative Incentive
On time monthly status reports	On time monthly status report by 95% in accordance with delivery schedule of CDRL.	On time monthly status report by 95% in accordance with delivery schedule of CDRL.	Contractor deliverable to deliver monthly status report by 15th of the next month.	2% fixed fee reduction if AQL not met
PMA overall satisfaction with logistics support	PMA feedback reflect 95% satisfactory support	PMA feedback reflect 95% satisfactory support	Government oversight feedback within PMA	5% fixed fee reduction if <95% acceptable feedback

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 11 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5.0 Place of Performance

5.1

Places of performance other than travel locations:

Location	On-Site/Off-Site	% of Work	Proximity
NAS Patuxent River, MD	On-Site	12%	Less than 30 miles
NAS Patuxent River, MD	Off-Site	63%	Less than 30 miles
NAS Jacksonville, FL	On-Site	25%	Less than 30 miles
NAS Jacksonville, FL	Off-Site	0%	N/A

5.2 Work Schedule

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

Government Employees are allowed to voluntarily work a “Compressed Work Schedule” (CWS). CWS is an alternative work schedule to the traditional five 8.5 workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completed the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 40 work hours one week and 40 work hours the other.

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

Government facility.

6.0 Deliverables

All Deliverables shall be delivered in accordance with schedules and conditions specified in the attached Contracts Data Requirements List (CDRL 1423-1A), DD Form 1423

Data Item No. Subtitle

A001 Monthly status/financial report

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 12 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7.0 Period of Performance

The period of performance is for one base year and four option years with base year commencing not later than 01 August 2006.

8.0 Security

The security classification is "Unclassified".

9.0 NMCI Requirement

Estimated NMCI requirement for this RFP is \$15,000.00 per year. This cost estimate is for all tasking described under 2.0 Scope, to include PKI certification requirements at all locations described in the RFP.

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

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/166654/0/0/0/IT%20POSITIONS.pdf;jsessionid=HWY1yvNVGR0k0ywnsyBbLs1MsZRzT7vk4lq6W1nMQhDQLy0Nyf09I316776776 as amended https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/170926/0/0/0/IT%20Policy%20Amendment%206%20June%2007 or through the Procuring Contracting Officer (PCO) [or provided as an attachment]. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at https://infasec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875_12jun2006.pdf [or provided as an attachment] and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/166652/0/0/0/IT%20Positions%20Process%20for%20Contractors.doc.

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL A002 and CDRL A003. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 13 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	14 of 39	

SECTION E INSPECTION AND ACCEPTANCE

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 15 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

The period of performance for the base year and Options 1 through 3 are as follows:

Base Year: 01 August 2006 - 31 July 2007

Option Year 1: 01 August 2007 - 31 July 2008

Option Year 2: 01 August 2008 - 31 July 2009

Option Year 3: 01 August 2009 - 31 July 2010

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

Option Period 4

CLIN 4001: 01 August 2010 - 30 November 2011

CLIN 6001: 01 August 2010 - 30 November 2011

Extension:

CLIN 4002: 01 December 2011 - 30 June 2012

CLIN 6002: 01 December 2011 - 30 June 2012

Places of Performance:

Naval Air Station, Patuxent River, Maryland

Naval Air Station, Jacksonville, Florida

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

F-1 Task Order Options

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 16 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE

ALTERNATE I (NAVAIR)(JUN 2006)

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

"SEE ACCOUNTING DATA ABOVE"

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Mark A. Sanders

Code: AIR-6.6.2.2B3

Mailing Address: COMNAVAIRSYSCOM, PMA-234
47123 Buse Rd, Suite: 536,
Patuxent River, MD 20657

Telephone: (301) 757-7903

DSN: 757-7903

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 17 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (March 2006)

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 18 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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):
Ship To DODAAC (for Combo), Service
Acceptor DODAAC (for 2 in 1), Service DCMA S2101A
Approver DODAAC (for Final Cost Voucher)
(if applicable)
Acceptor DODAAC (if applicable): N00421
Local Processing Office (LPO –if applicable):
DCAA Office DODAAC (Cost Voucher DCAA HAA391
Approver – if applicable):
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: Mark A. Sanders

Email: Mark.Sander@navy.mil

Phone: (301) 757-7903

Role: Task Order Manager (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:

Base Year:

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 1000.....8/1/2006-7/31/07

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 19 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CLIN 3000.....\$30,777.00.....\$0.00.....8/1/2006-7/31/07

Option Year 1:

TEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 1001.....[REDACTED].....[REDACTED].....8/1/2007-7/31/08

CLIN 3001.....\$30,777.00.....\$0.00.....8/1/2007-7/31/08

Option Year 2:

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 1002.....[REDACTED].....[REDACTED].....8/1/2008-7/31/09

CLIN 3002.....\$46,850.00.....\$0.00.....8/1/2008-7/31/09

Option Year 3:

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 4000.....[REDACTED].....[REDACTED].....8/1/2009-7/31/10

CLIN 6000.....\$29,804.02\$0.00.....8/1/2009-7/31/10

Option Year 4:

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 4001.....[REDACTED].....[REDACTED].....8/1/2010-11/30/2011

CLIN 6001.....\$37,921.85.....\$0.00.....8/1/2010-11/30/2011

ITEMSALLOTTED TO COSTALLOTTED TO FEE.....ESTIMATED POP

CLIN 4002.....[REDACTED].....[REDACTED].....12/1/2011-06/30/2012

CLIN 6002.....\$21,974.95.....\$0.00.....12/1/2011-06/30/2012

(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, 1001, 1002, 3000 3001, 3002, 4000, 4001, 6000 and 6001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	20 of 39	

Base Year:

Total Cost Base Year: \$941,380.00

Funds this action: CLIN 1000 is \$0.00 (Labor)

Funds this action: CLIN 3000 is \$0.00 (ODCs)

Previous balance: \$0.00

Funds available: \$941,380.00

Balance unfunded: \$0.00

Option 1:

Total Cost Option 1: \$968,761.00

Funds this action: CLIN 1001 is \$0.00 (Labor)

Funds this action: CLIN 3001 is \$0.00 (ODCs)

Previous Funding: \$0.00

Funds available: \$968,761.00

Balance Unfunded: \$0.00

Option 2:

Total Cost Option 2: \$996,207.36

Funds this action: CLIN 1002 is \$0.00 (Labor)

Funds this action: CLIN 3002 is \$0.00 (ODCs)

Previous Funding: \$0.00

Funds available: \$966,207.36

Balance Unfunded: \$0.00

Option 3:

Total Cost Option 3: \$719,379.26

Funds this action: CLIN 4000 is \$0.00 (Labor)

Funds this action: CLIN 6000 is \$0.00 (ODCs)

Previous Funding: \$113,000.00

Funds available: \$719,379.26

Balance Unfunded: \$0.00

Option 4:

Total Cost Option 4: \$1,921,358.38

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	21 of 39	

Funds this action: CLIN 4002 is \$166,158.00

Funds this action: CLIN 6002 is \$0.00

Previous Funding: \$278,842.67

Funds available: \$1,867,644.63

Balance Unfunded: \$ 53,713.75

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 **166,158** Hours total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **166,158** 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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 22 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

(j) Deleted per Amendment 0001

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

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Accounting Data
SLINID   PR Number           Amount
-----
100001   0010168478-0001         369223.00
LLA :
AA 1761506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
ACRN: AA
CIN: 00101684780002
COST CODE: PMA234AA1A41

300001   0010168478-0001         30777.00
LLA :
AA 1761506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: NA
ACRN: AA
CIN: 00101684780002
COST CODE: PMA234AA1A41

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BASE Funding 400000.00
Cumulative Funding 400000.00

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 23 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 01

100002 0010199634 154142.00
LLA :
AB 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: na
Cost Code: PMA234AA1A41
CIN: 001019963400001
ACRN: AB

100003 0010199634 323119.00
LLA :
AC 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: na
Cost Code: PMA234BB1920
CIN: 001019963400003
ACRN: AC

100004 0010199634 64119.00
LLA :
AD 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: na
Cost Code: PMA234BB1A10
CIN: 001019963400002
ACRN: AD

MOD 01 Funding 541380.00
Cumulative Funding 941380.00

MOD 02

100101 0010222798 263587.00
LLA :
AE 1771506 Y5B0 251 00019 0 050119 2D 000000
Standard Number: na
Cost Code: PMA234BB1920
ACRN: AE
CIN: 001022279800001

100102 0010222798 56000.00
LLA :
AF 1771319 Y5WR 251 00019 0 050119 2D 000000
Standard Number: NA
Cost Code: PMA234CC1220
ACRN: AF
CIN: 001022279800002

300101 0010222798 6621.95
LLA :
AF 1771319 Y5WR 251 00019 0 050119 2D 000000
Standard Number: na
Cost Code: PMA234CC1220
ACRN: AF
CIN: 001022279800002

300102 0010222798 23791.00
LLA :
AG 1771319 Y5WR 251 00019 0 050119 2D 000000
Standard Number: NA
Cost Code: PMA234CA1420
ACRN: AG
CIN: 001022279800003

MOD 02 Funding 349999.95
Cumulative Funding 1291379.95

MOD 04

100103 N0001908P7LJ006 120730.95
LLA :
AG 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: na
Cost Code: HQ018P7LJ006
ACRN: AG

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	24 of 39	

CIN: N001908P7LJ0060001: \$64,861.23
CIN: N001908P7LJ0060002: \$55,869.72

300103 N0001908P7LJ006 364.05
LLA :
AG 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
Cost Code: HQ018P7LJ006
ACRN: AG
CIN: N0001908P7LJ0060002

MOD 04 Funding 121095.00
Cumulative Funding 1412474.95

MOD 05

100103 N0001908P7LJ006 (120730.95)
LLA :
AG 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: na
Cost Code: HQ018P7LJ006
ACRN: AG
CIN: N001908P7LJ0060001: \$64,861.23
CIN: N001908P7LJ0060002: \$55,869.72

100104 N0001908P7LJ006 120730.95
LLA :
AH 1781506 Y5B0 251 00019 0 050120 2D 000000
Cost Code: HQ018P7LJ006
ACRN: AH
CIN: N001908P7LJ0060001: \$64,861.23
CIN: N001908P7LJ0060002: \$55,869.72

100105 1300097989 363286.00
LLA :
AJ 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: n/a
Cost Code: HQ018P7LJ017
ACRN: AJ
CIN: 130009798900001: \$85,057.00
CIN: 130009798900002: \$146,216.00
CIN: 130009798900003: \$132,013.00

300103 N0001908P7LJ006 (364.05)
LLA :
AG 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
Cost Code: HQ018P7LJ006
ACRN: AG
CIN: N0001908P7LJ0060002

300104 N0001908P7LJ006 364.05
LLA :
AH 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: n/a
Cost Code: HQ018P7LJ006
ACRN: AH
CIN: N0001908P7LJ0060002

MOD 05 Funding 363286.00
Cumulative Funding 1775760.95

MOD 06

100106 1300100346 126453.00
LLA :
AK 1781804 4A4N 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR04153
ACRN: AK
CIN: 130010034600001

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	25 of 39	

MOD 06 Funding 126453.00
Cumulative Funding 1902213.95

MOD 07

100107 1300106735 1820.00
LLA :
AL 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR07409
ACRN: AL
CIN: 130010673500001

100108 1300106735 1820.00
LLA :
AM 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR07409
ACRN: AM
CIN: 130010673500002

100109 1300106735 4287.05
LLA :
AN 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: HQ018PR07409
ACRN: AN
CIN: 130010673500003

MOD 07 Funding 7927.05
Cumulative Funding 1910141.00

MOD 08

100201 1300110263 159649.92
LLA :
AP 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: N/A
COST CODE: A20000015454
ACRN: AP
CIN: 130011026300001

100202 1300110263 10000.00
LLA :
AQ 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: N/A
COST CODE: A10000015454
ACRN: AQ
CIN: 130011026300004

300201 1300110263 4750.08
LLA :
AR 1781506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: N/A
COST CODE: A10000015454
ACRN: AR
CIN: 130011026300002

MOD 08 Funding 174400.00
Cumulative Funding 2084541.00

MOD 09

100203 1300115605 147776.00
LLA :
AS 1791319 Y5WR 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000072207
ACRN: AS
CIN: 130011560500001

100204 1300115606 81696.00
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	26 of 39	

AU 1791319 Y5WR 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000072231
ACRN: AU
CIN: 130011560600001

100205 1300115135 56043.82
LLA :
AW 1791506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000066568
ACRN: AW
CIN: 130011513500001

100206 1300115531 326314.47
LLA :
AY 1791804 4A4N 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A10000071462
ACRN: AY
CIN: 1300115531

300202 1300115605 6664.00
LLA :
AT 1791319 Y5WR 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000072207
ACRN: AT
CIN: 130011560500002

300203 1300115606 2664.00
LLA :
AV 1791319 Y5WR 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000072231
ACRN: AV
CIN: 130011560600002

300204 1300115135 2423.38
LLA :
AX 1791506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000066568
ACRN: AX
CIN: 130011513500002

300205 1300115531 13480.77
LLA :
AZ 1791804 4A4N 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: AQ10000071462
ACRN: AZ
CIN: 1300115531

MOD 09 Funding 637062.44
Cumulative Funding 2721603.44

MOD 10

100207 1300115531-0001 147635.47
LLA :
BA 1791804 4A4N 251 00019 0 050120 2D 000000
Standard Number: na
ACRN: BA
COST CODE: A10000071462
CIN: 130011553100003

300206 1300115531-0001 7109.45
LLA :
BB 1791804 4A4N 251 00019 0 050120 2D 000000

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	27 of 39	

Standard Number: na
ACRN: BB
COST CODE: A10000071462
CIN: 130011553100004

MOD 10 Funding 154744.92
Cumulative Funding 2876348.36

MOD 11

400001 1300115135-0001 167171.38
LLA :
BC 1791506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000066568
CIN: 130011513500003
ACRN: BC

600001 1300115135-0001 7228.62
LLA :
BD 1791506 Y5B0 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000066568
CIN: 130011513500004
ACRN: BD

MOD 11 Funding 174400.00
Cumulative Funding 3050748.36

MOD 12 Funding 0.00
Cumulative Funding 3050748.36

MOD 13

400002 1300138101 110140.25
LLA :
BE 1701804 4A4N 251 00019 0 050120 2D 000000
Standard Number: NA
Cost Code: A00000311518
ACRN: BE
CIN: 130013810100001

600002 1300138101 5261.59
LLA :
BF 1701804 4A4N 251 00019 0 050120 2D 000000
Standard Number: na
Cost Code: A000000311518
ACRN: BF
CIN: 130013810100002

MOD 13 Funding 115401.84
Cumulative Funding 3166150.20

MOD 14

400003 1300138101-0001 57197.73
LLA :
BG 1701804 4A4N 251 00019 0 050120 2D 000000 A00000311518
Standard Number: na
CIN: 130013810100003

600003 1300138101-0001 2732.43
LLA :
BH 1701804 4A4N 251 00019 0 050120 2D 000000 A00000311518
Standard Number: NA
CIN: 130013810100004

MOD 14 Funding 59930.16
Cumulative Funding 3226080.36

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	28 of 39	

MOD 15

400004 1300143858 37526.00
 LLA :
 BJ 1701319 Y5WR 251 00019 0 050120 2D 000000 A00000355020
 Standard Number: na
 CIN: 130014385800001

400005 1300143858 73024.00
 LLA :
 BL 1701506 Y5B0 251 00019 0 050120 2D 000000 A10000355020
 Standard Number: NA
 CIN: 130014385800003

600004 1300143858 1474.00
 LLA :
 BK 1701319 Y5WR 251 00019 0 050120 2D 000000 A00000355020
 Standard Number: NA
 CIN: 130014385800002

600005 1300143858 976.00
 LLA :
 BM 1701506 Y5B0 251 00019 0 050120 2D 000000 A10000355020
 Standard Number: NA
 CIN: 130014385800004

MOD 15 Funding 113000.00
 Cumulative Funding 3339080.36

MOD 16 Funding 0.00
 Cumulative Funding 3339080.36

MOD 17

400006 1300138181-0002 244515.88
 LLA :
 BH 1701804 4A4N 251 00019 0 050120 2D 000000 A00000311518
 Standard Number: na
 CIN: 130013810100005

600006 1300138101-0002 12131.38
 LLA :
 BH 1701804 4A4N 251 00019 0 050120 2D 000000 A00000311518
 Standard Number: na
 CIN: 130013810100006

MOD 17 Funding 256647.26
 Cumulative Funding 3595727.62

MOD 18

400101 1300168714 59782.38
 LLA :
 BN 1701319 Y5WR 251 00019 0 050120 2D 000000 A00000511963
 CIN 130016871400001

400102 1300168773 106832.32
 LLA :
 BP 1701804 4A4N 251 00019 0 050120 2D 000000 A00000512275
 CIN 130016877300001

600101 1300168714 2887.25
 LLA :
 BN 1701319 Y5WR 251 00019 0 050120 2D 000000 A00000511963
 CIN 130016871400002

600102 1300168773 4898.05
 LLA :
 BP 1701804 4A4N 251 00019 0 050120 2D 000000 A00000512275
 CIN 130016877300002

MOD 18 Funding 174400.00
 Cumulative Funding 3770127.62

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	29 of 39	

MOD 19

400103 1300189601 225069.55
 LLA :
 BQ 1711804 4A4N 251 00019 0 050120 2D 000000 A00000644449
 CIN 130018960100001

600103 1300189601 6930.45
 LLA :
 BR 17118044A4N2510001900501202D000000 A00000644449
 CIN 130018960100002

MOD 19 Funding 232000.00
 Cumulative Funding 4002127.62

MOD 20

400104 1300189592 61995.90
 LLA :
 BS 1711319Y5WR2510001900501202D000000 A00000644303
 CIN 130018959200001

400105 1300189592 136822.20
 LLA :
 BT 1711319Y5WR2510001900501202D000000 A10000644303
 CIN 130018959200003

600104 1300189592 3656.10
 LLA :
 BS 1711319 Y5WR 251 00019 0 050120 2D 000000 A00000644303
 CIN 130018959200002

600105 1300189592 4177.80
 LLA :
 BT 1711319 Y5WR 251 00019 0 050120 2D 000000 A10000644303
 CIN 130018959200004

MOD 20 Funding 206652.00
 Cumulative Funding 4208779.62

MOD 21 Funding 0.00
 Cumulative Funding 4208779.62

MOD 22 Funding 0.00
 Cumulative Funding 4208779.62

MOD 23

400106 130028851 319218.28
 LLA :
 BU 1711804 4A4N 251 00019 0 050120 2D 000000 A00000775388
 Standard Number: N/A
 CIN:130020885100001

600106 1300208851 7179.56
 LLA :
 BU 1711804 4A4N 251 00019 0 050120 2D 000000 A00000775388
 Standard Number: N/A
 CIN:130020885100002

MOD 23 Funding 326397.84
 Cumulative Funding 4535177.46

MOD 24 Funding 0.00
 Cumulative Funding 4535177.46

MOD 25

400107 1300208851-0001 442148.45
 LLA :
 BU 1711804 4A4N 251 00019 0 050120 2D 000000 A00000775388
 CIN 130020885100003

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	30 of 39	

600107 1300208851-0001 11779.09
LLA :
BU 1711804 4A4N 251 00019 0 050120 2D 000000 A00000775388
CIN 130020885100004

MOD 25 Funding 453927.54
Cumulative Funding 4989105.00

MOD 26

400103 1300189601-0001 (225069.55)
LLA :
BQ 1711804 4A4N 251 00019 0 050120 2D 000000 A00000644449
CIN 130018960100001

600103 1300189601 (6930.45)
LLA :
BR 17118044A4N2510001900501202D000000 A00000644449
CIN 130018960100002

MOD 26 Funding -232000.00
Cumulative Funding 4757105.00

MOD 27

400108 1300189592-0001 21082.67
LLA :
BS 1711319 Y5WR 251 00019 0 050120 2D 000000 A00000644303
CIN 130018959200005

400109 1300189592-0001 43808.75
LLA :
BT 1711319 Y5WR 251 00019 0 050120 2D 000000 A10000644303
CIN 130018959200007

400110 1300208851-0002 60750.16
LLA :
BU 1711804 4A4N 251 00019 0 050120 2D 000000 A00000775388
CIN 130020885100005

600108 1300189592 1012.00
LLA :
BS 1711319 Y5WR 251 00019 0 050120 2D 000000 A00000644303
CIN 130018959200006

600109 1300189592-0001 2332.00
LLA :
BT 1711319 Y5WR 251 00019 0 050120 2D 000000 A10000644303
CIN 130018959200008

MOD 27 Funding 128985.58
Cumulative Funding 4886090.58

MOD 28

400201 1300234241 64020.00
LLA :
BV 1721804 4A4N 251 00019 0 050120 2D 000000
CIN: 130023424100001
Cost Code: A00000934223

600201 1300234241 6341.00
LLA :
BV 1721804 4A4N 251 00019 0 050120 2D 000000
CIN: 130023424100002
Cost Code: A00000934223

MOD 28 Funding 70361.00
Cumulative Funding 4956451.58

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 31 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 29

400202 1300239011 56579.00
LLA :
BW 1721506 Y5BA 251 00019 0 050120 2D 000000 A00000975641
CIN 130023901100002

600202 1300239011 5341.00
LLA :
BW 1721506 Y5BA 251 00019 0 050120 2D 000000 A00000975641
CIN 130023901100002

MOD 29 Funding 61920.00
Cumulative Funding 5018371.58

MOD 30

400203 1300244475 28729.02
LLA :
BX 1721506 Y5B0 251 00019 0 050120 2D 000000 A00001017372
CIN 130024447500001

400204 1300234241-0001 239820.70
LLA :
BV 1721804 4A4N 251 00019 0 050120 2D 000000 A00000934223
CIN 130023424100003

600203 1300234241-0001 10292.95
LLA :
BV 1721804 4A4N 251 00019 0 050120 2D 000000 A00000934223
CIN 130023424100004

MOD 30 Funding 278842.67
Cumulative Funding 5297214.25

MOD 31

400205 1300234241-0002 153726.00
LLA :
BV 1721804 4A4N 251 00019 050120 2D 000000 A00000934223
CIN 130023424100005

400206 1300234241-0002 12432.00
LLA :
BV 171804 4A4N 251 00019 0 050120 2D 000000 A00000934223
CIN 130023424100006

MOD 31 Funding 166158.00
Cumulative Funding 5463372.25

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 32 of 39	FINAL
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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX 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,

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 33 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

engineering and technical services, management support services and studies, analyses and evaluations.

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

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

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

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

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

(e) Contracting restrictions.

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

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

[] (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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 34 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

[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))

[] (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.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	35 of 39	

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.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	36 of 39	

(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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 31	PAGE 37 of 39	FINAL
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5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)

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

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

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

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

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

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

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

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

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

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

(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.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	38 of 39	

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.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M802	31	39 of 39	

SECTION J LIST OF ATTACHMENTS

Attachment 1 Personnel Qualifications (2 pages)

Attachment 2 Navy Marine Corps Intranet (NMCI) Services Approval Form (1 page)

Attachment 3 Contracting Officer's Representative/Task Order Manager (COR/TOM) Appointment Letter (4 pages) for Mark Sanders dated 25 September 2007.

Attachment 4 Worksheets for CDRL A002, subtitled 'Information Technology Personnel Security Report for NAVAIR Security'

Attachment 5 Worksheets for CDRL A003, subtitled 'Information Technology Personnel Security Report for the COR'

Exhibit A Contract Data Requirements List (1 page)

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