

2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 01-Jul-2015	4. REQUISITION/PURCHASE REQ. NO. 25114PP287	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 MARY.ORWIG@NAVY.MIL 301-757-2534	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA VAN NUYS 6230 VAN NUYS BLVD. VAN NUYS CA 91401-2713	CODE S0512A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Synectic Solutions 1701 Pacific Avenue Suite 260 Oxnard CA 93033-1887 CAGE CODE 09WL9 FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4130-M803
		10B. DATED (SEE ITEM 13) 11-Jun-2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a) Bi-lateral Modification, Per email from SSI dated 24 June 2015 & FAR 52.216-9122 LOE
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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) Earnie E. Leonard, Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rita A Pegg, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Earnie E. Leonard (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Rita A Pegg (Signature of Contracting Officer)
15C. DATE SIGNED 01-Jul-2015	16C. DATE SIGNED 01-Jul-2015

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this unilateral modification is to extend the period of performance of the task order from 10 July 2015 to 15 July 2015 per clause SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000).

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 \$6,672,412.90 by \$0.00 to \$6,672,412.90.

The total value of the order is hereby increased from \$6,838,448.17 by \$0.00 to \$6,838,448.17.

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

CLIN/SLIN From To

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 1 of 39	FINAL
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R706	Provide Logistics Support Services for PEO U/W, Air to Air Missiles/Strike and Defense Suppression Weapons, Cruise Missiles and Aerial Targets, IAW the Statement of Work - Labor, Base Year. (O&MN,N)	1.0	LO	██████████	██████████	\$1,953,089.05
400001	R706	Funding in support of CLIN 4000 (O&MN,N)					
400002	R706	Funding in support of CLIN 4000 (O&MN,N)					
400003	R706	Funding in support of CLIN 4000 (O&MN,N)					
400004	R706	Funding in support of CLIN 4000 (O&MN,N)					
400005	R706	Funding in support of CLIN 4000 (O&MN,N)					
400006	R706	Funding in support of CLIN 4000 ACRN AD (O&MN,N)					
400007	R706	Funding in support of CLIN 4000 ACRN AE (O&MN,N)					
400008	R706	Funding in support of CLIN 4000 ACRN AF (O&MN,N)					
400009	R706	Funding in support of CLIN 4000 ACRN AE (O&MN,N)					
4001	R706	CDRLs - NOT SEPARATELY PRICED (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00
4050	R706	10% capacity - increased service in accordance with the Task Order H-1 Clause - Option for Increased Services. (O&MN,N)	1.0	LO	██████████	██████████	\$156,808.91
4100	R706	Provide Logistics Support Services for PEO U/W, Air to Air Missiles/Strike and Defense Suppression Weapons, Cruise Missiles and Aerial Targets, IAW the Statement of Work - Labor, Option Year 1. (O&MN,N)	1.0	LO	██████████	██████████	\$2,032,500.00
410001	R706	Funding in support of CLIN 4100 ACRN AG (O&MN,N)					

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 2 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410002	R706	Funding in support of CLIN 4100 ACRN AH (O&MN,N)					
410003	R706	Funding in support of CLIN 4100 ACRN AG (O&MN,N)					
410004	R706	Funding in support of CLIN 4100 ACRN AK (O&MN,N)					
4101	R706	CDRLs - NOT SEPARATELY PRICED (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00
4150	R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services, OY1 (O&MN,N) Option	1.0	LO	██████████	██████████	\$115,376.11
4200	R706	Provide Logistics Support Services for PEO U/W, Air to Air Missiles/Strike and Defense Suppression Weapons, Cruise Missiles and Aerial Targets, IAW the Statement of Work - Labor, Option Year 2. (O&MN,N)	1.0	LO	██████████	██████████	\$1,987,761.72
420001	R706	Funding in support of CLIN 4200 ACRN AL (O&MN,N)					
420002	R706	Funding in support of CLIN 4200 ACRN AK (O&MN,N)					
420003	R706	Funding in support of CLIN 4200 ACRN AM (Fund Type - OTHER)					
420004	R706	Funding in support of CLIN 4200 ACRN AN (O&MN,N)					
4201	R706	CDRLs - NOT SEPARATELY PRICED (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00
4210	R706	One month POP extension in support of CLIN 4200, Option Period II (O&MN,N)	1.0	LO	██████████	██████████	\$198,776.17
421001	R706	Funding in support of CLIN 4210 ACRN AN (O&MN,N)					
4250	R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services, OY2 (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R706	ODCs in support of CLIN 4000, Base Year (O&MN,N)	1.0	LO	\$158,561.03

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 3 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600001	R706	Funding in support of CLIN 4000 (O&MN,N)			
600002	R706	Funding in support of CLIN 4000 (O&MN,N)			
600003	R706	Funding in support of CLIN 4000 (O&MN,N)			
6050	R706	10% capacity - increased ODC in accordance with the Task Order H-1 Clause - Option for Increased Services. (O&MN,N) Option	1.0	LO	\$15,856.10
6100	R706	ODCs in support of CLIN 4100, Option Year 1 (O&MN,N)	1.0	LO	\$164,101.36
610001	R706	Funding in support of CLIN 6100 ACRN AG (O&MN,N)			
610002	R706	Funding in support of CLIN 6100 ACRN AJ (O&MN,N)			
610003	R706	Funding in support of CLIN 6100 ACRN AG (O&MN,N)			
610004	R706	Funding in support of CLIN 6100 ACRN AK (O&MN,N)			
6150	R706	10% capacity - increased ODC in accordance with the Task Order H-1 Clause - Option for Increased Services. (O&MN,N) Option	1.0	LO	\$16,410.14
6200	R706	ODCs in support of CLIN 4200, Option Year 2 (O&MN,N)	1.0	LO	\$169,863.57
620001	R706	Funding in support of CLIN 6200 ACRN AL (O&MN,N)			
620002	R706	Funding in support of CLIN 6200 ACRN AK (O&MN,N)			
620003	R706	Funding in support of CLIN 6200 ACRN AM (Fund Type - OTHER)			
620004	R706	Funding in support of CLIN 6200 ACRN AN (O&MN,N)			
6210	R706	One month POP Extension in support of CLIN 6200, Option Period II (O&MN,N)	1.0	LO	\$16,986.36
621001	R706	Funding in support of CLIN 6210 ACRN AN (O&MN,N)			
6250	R706	10% capacity - increased ODC in accordance with the Task Order H-1 Clause - Option for Increased Services. (O&MN,N)	1.0	LO	\$0.00

Clauses specified in Section B of the Seaport-e basic contract are incorporated into this order if applicable.

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 4 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

6.6 Team Logistics Performance Based Statement of Work

SCOPE: Provide acquisition logistics management support/analyses and evaluation of logistics planning supportability, maintenance planning, and program management/configuration management support for NAVAIR 6.6.3, 6.6.3.1, 6.6.3.2, 6.6.3.3, 6.6.3.4 and 6.6.3.5 codes, Assistant Program Managers, Logistics (APMLs), Division and Branch heads and other cognizant personnel for logistics resource requirements for air - to - air missiles, strike and defense suppression weapons, cruise missiles, and aerial targets. Plan, participate, and manage logistics planning workshops and recommend solutions to logistics related planning and execution problems. Coordinate logistic support efforts with representatives of the OPNAV Warfare Sponsors, NAVSEA Program Managers, Program Executive Offices Staffs, Program Managers, NAWC Field Activities, Naval Weapons Stations, Weapon Depots, and defense contractors. Conduct technical analyses and evaluations associated with tasking documents, data calls, program plans and other acquisition logistics related deliverables.

Detailed Task 3.1 LOGISTICS SYSTEMS MANAGEMENT

General Task 3.1.1 Logistics Planning - The contractor shall provide analyses and evaluation of Logistic Planning in support of the following but not limited to weapon systems, aerial targets, training systems, airborne weapons and supports equipment for the Logistics Competency. The contractor shall perform the following:

- (1) Provide recommendations for developing a comprehensive Acquisition Logistics Support (ALS) Plan for weapon systems, training equipment, subsystems or support systems. Review recommended changes from fleet and other activities, Engineering Change Proposals, Site Activation Schedules, Weapon Systems Planning Documents, Navy Training Plans, Production Training and Support Equipment schedules and independent technical investigations. Provide recommended updates to milestone charts to reflect delivery schedule changes or slippages and changes in the maintenance concept precipitated by modifications.
- (2) Provide recommendations for the Development of Warranty Management Program for identification and tracking of contractor warranty program requirements. Evaluate Original Equipment Manufacturer (OEM) or prime contractor warranty program elements to identify any area which does not utilize valid and current data or in which the requirements do not conform to Department of Defense (DOD) directives and policy.
- (3) Provide recommendations for developing and modifying alternative Integrated Logistics Support (ILS) strategies for weapon systems, subsystems and/or support systems and identify the most effective plan to ensure the accomplishment of program objectives.
- (4) Provide recommendations for developing and modifying a User's Logistics Support Summary (ULSS)/Operational Logistics Support Summary (OLSP). Provide specific information concerning logistics support planning and requirements for airborne weapon systems, training equipment, subsystems and/or support systems. The OLSP shall include support and maintenance concepts; installation locations support arrangements prior to organic support; allowance parts lists; technical documentation; support equipment at each level of maintenance, training courses, and schedule; personnel requirements required for operation and maintenance software support; facilities requirements and warranty provisions.
- (5) Conduct on-site quantitative and qualitative analyses of the logistics elements for new hardware at selected test and evaluation sites, training sites and operational ashore and afloat sites. Identify variances from the documented plan and recommend corrective actions and track implementation to meet site/unit activation planning milestones. Provide recommendations for possible changes to site support including, but not limited to: 1) maintenance planning; 2) phased support; 3) manpower and personnel requirements; 4) initial provisioning and material support; 5) support equipment (including, Automatic Test Equipment (ATE)); 6) training and training devices; 7) technical data including computer resources support; 8) packaging, handling, storage and transportation; and 9) facilities.
- (6) Provide recommendations for the development of Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Management Plans. Assess maintenance alternatives and identify advantages and disadvantages of LCC/TOC planning and maintenance concepts for the selected end items. Provide recommended updates to the LCC/TOC program plans and technical information requirements.
- (7) Assess program-planning documents, investigate discrete activities within each logistics and hardware element area, recommend logical interrelationships and dependencies of all activities, and compare these with established milestones and constraints. Recommend schedules for each discrete activity and provide recommendations for the schedules that ensure the accomplishment of program milestones
- (8) Develop plans to systematically track action chits generated at ILS meetings and provide a monthly status report (CDRL A005). Provide intermediate action item status reports. The action item analyses and tracking shall be accomplished utilizing command approved action item tracking systems.
- (9) Assess the various aspects of the Phased Support Program during appropriate life cycle phase(s), and the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 5 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

progress/adequacy of the logistic planning and scheduling with respect to each of the functional systems. This effort includes the comparison of events at each designated site and the verification of the sequence of major milestone accomplishments. Assess the transition of maintenance capability with respect to the availability of systems/equipment. Recommend corrective action regarding potential and actual problem areas identified during the course of the effort.

(10) Provide management support in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT), Maintenance Engineering/Logistics reviews and other technical and logistics meetings.

(11) 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.

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

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

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

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

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

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

General Task 3.1.2 Develop Supportability Analysis - The contractor shall provide logistic/cost/ readiness/supportability analyses for the following but not limited to weapon systems, aerial targets, training systems, airborne weapons and supports equipment for the Logistics Management Competency. The contractor shall perform the following:

(1) 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) 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.

(3) Conduct investigations, technical studies and evaluations to identify the current status of Integrated Logistics Support (ILS) elements affecting production or production capability development programs. Problem areas shall be identified and recommendations provided to correct them. Develop, review and update workload transitions, production support, and production plans. Provide technical recommendations relating to supportability improvement using data resulting from on-going activities, such as ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP) and readiness and maintenance plan reviews.

(4) Provide Source, Material and Recoverability (SM&R) code analyses for proposed SM&R code changes. Investigate maintenance level capabilities, TPS development cost factors, procurement cost factors, and the overall Logistics impact of the recommended changes. Perform Level of Repair Analyses upon completion of cost impact analyses.

(5) Perform logistics impact assessment of Pre Planned Product Improvements, Engineering Change Proposals (ECP), Engineering Investigation (EI) Requests, Quality Deficiency Reports (QDR), Technical Publication Deficiency Reports (TPDR), Bulletins, Technical Directives and other engineering and logistics products and documents for the weapon system. Provide detailed independent analyses to ensure the attainment of operational, maintenance and logistics objectives. Implement and maintain a system for tracking proposed changes. Perform comparative engineering assessments and cost analyses of

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 6 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

proposed changes for impacts on operational and field services and develop bases for estimating the costs of proposed changes including installation costs and schedules.

(6) Analyze overall system /equipment reliability, maintainability and availability characteristics to determine projected availability. Provide Readiness Improvement Status Evaluation and other status reports, identifying current fleet readiness problems, mission capability/full mission capability, factors causing readiness degradation, corrective action, and get well dates.

(7) Conduct Pre and Post carrier deployment logistics supportability analyses to determine carrier suitability for the success of the deployments. Identify and resolve systemic fleet support problems and coordinate the resolution of program specific logistics support deficiencies with Program and Fleet Support Teams.

General Task 3.1.3 Maintenance Planning & Development - The contractor shall provide analyses and evaluation of Maintenance Planning & Development in support of the following but not limited to weapon systems, aerial targets, training systems, and airborne weapons and support equipment for the Logistics Management Competency. The contractor shall perform the following:

(1) Conduct technical studies and analyses to develop procedures and provide recommendations to enhance life-cycle supportability, availability and maintainability.

(2) Review, develop, and track Support Equipment Recommendation Data (SERD). Provide recommendations regarding approval of SERDS.

(3) Study and categorize support equipment availability, selection, capability and limitations to promote standardization of equipment, repair, and recoverability procedures.

General Task 3.1.4 Support Structure Activation - The contractor shall provide analyses and evaluation of Support Structure Activation in support of weapon systems, training systems, airborne weapons and support equipment for the Logistics Management Competency. The contractor shall perform the following:

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

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

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

General Task 3.1.8. Program Management Configuration Management (CM) Support - The Contractor shall develop specific elements of configuration management as specified in support of Weapons Systems, Training Systems, Airborne Weapons and Support Equipment for the Logistics Competency. The contractor shall:

(1) Provide support for determination of feasibility of planned mod programs and review CM policy documentation to ensure consistency with mod program requirements. Compile statistics and prepare charts and graphs pictorially portraying metrics using the standard NAVAIR approved configuration management system.

(2) 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.

(3) Provide expertise to support the Configuration Management Programs in their efforts to ensure that ECPs meet NAVAIR criteria for executability and supportability. Evaluations shall 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 ECP processing procedures.

(4) Review, evaluate, develop, and/or update configuration management.

(5) Review, develop, update, process and/or monitor change proposals and associated documentation and ensure incorporation, implementation and/or conformance of/with change proposals and associated documentation.

(6) Provide assistance to both the Fleet Weapons Liaison (FWL) Officer and the Aviation Ordnance Programs (AOP) Officer with the review, evaluation and assessment of logistics support for new and upgraded airborne weapons and follow-on support throughout particular program life.

(7) Provide direct support to the FWL and AOP Officers for all matters pertaining to the Air Launched Weapons Team (ALWT)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 7 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

issues and tasks, and provide general support for any other airborne weapons issues deemed appropriate.

(8) Provide assistance to Lead O&MN Budget Financial Manager for PEO(U/W) in matters pertaining to budget requirements and execution. Provide support to the Ordnance Programs Optimization Model (OPOM) process and support for Weapons Readiness Reviews and other meetings as required.

General Task 7.4.1 Operations Security (OPSEC) Program. The OPSEC program to be furnished under this item will be furnished pursuant to the requirements herein (CDRL A006):

(1) The contractor is required to provide OPSEC protection for all classified information (as defined in FAR 4.401) and sensitive information (as defined by Section 3(d)(4), Public Law 100-235 (101 STAT 1727)). Security policy, procedures, and requirements for classified information are provided in DoD Manual 5220.22-M, National Industrial Security Program Operating Manual (NISPOM). The concept of OPSEC is provided in National Security Decision Directive (NSDD) 298 of 22 January 1988, and OPNAVINST 3432.1. The contractor will apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.239-7016, as appropriate. The contractor will apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet this requirement, the contractor shall develop, implement and maintain a facility level OPSEC program following Exhibit B, Item B001, DD Form 1423 (Aug 96), Contract Data Requirements List (to be furnished to the contractor by the government with the first task order placed under this contract), to protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance of this contract. The contractor's OPSEC program is to be described in a facility level OPSEC planning document.

(2) The contractor is responsible for subcontractor implementation of OPSEC requirements for this contract.

(3) OPSEC (Operational Security) - An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL A006. Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level, as noted in the Attachment (1), DD 254. The contractor shall ensure that any new employees prior to their starting on the task have and maintain a minimum of Department of Defense (DOD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

(4) All personnel shall obtain a SECRET security clearance within 30 days of award.

4.0 TRAVEL - Estimated travel costs include anticipated trips in accordance with the travel chart below:

Departure City	Arrival City	No. Trips	No. of People	Days	Nights
NAVAIR	China Lake, CA	20	1	5	4
NAVAIR	Norfolk, VA	4	1	3	2
NAVAIR	San Diego, CA	10	1	5	4
NAVAIR	St. Louis, MO	4	1	5	4
NAVAIR	Tobyhanna, PA	4	1	3	2
NAVAIR	Yorktown, VA	14	1	1.5	1
NAVAIR	Seattle, WA	1	1	5	4
NAVAIR	Fallon, NV	2	1	5	4
NAVAIR	Destin, FL	6	1	5	4
NAVAIR	Indianapolis, IN	4	1	4	3
NAVAIR	Honolulu, HI	2	1	5	4
NAVAIR	Crane, IN	6	1	5	4
NAVAIR	Fallbrook, CA	6	1	5	4
NAVAIR	Mechanicsburg, PA	6	1	2	1
San Diego, CA	Lexington Park, MD	6	1	5	4
San Diego, CA	Jacksonville, FL	4	1	5	4
China Lake, CA	San Diego, CA	4	1	3	2
China Lake, CA	Hill AFB, UT	3	1	3	2
ST. Louis, MO	NAVAIR	4	1	4	3
ST. Louis, MO	San Diego, CA	4	1	5	4
ST. Louis, MO	Yorktown, VA	4	1	3	2

Reimbursement for travel performed shall be in accordance with established Joint Travel Regulation rates. The Contracting

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 8 of 39	FINAL
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Officer's Representative (COR) will authorize all and only those travel expenses having valid receipts and travel claims will be reimbursed to the contractor.

5.0 OTHER DIRECT COSTS (ODC's) (CLINS 6000, 6100, and 6200)

The Contractor may be required to provide material and supplies. The Contractor shall purchase miscellaneous supplies and hardware for equipment, supplies and mailings in support of this effort through ODCs. The COR will authorize the material expenses, and only those material expenses having prior COR approval will be reimbursed to the Contractor.

6.0 NMCI

Computer resources for NMCI will be acquired in accordance with DFARS 5252.237-9503 as noted in the basic contract.

7.0 PERFORMANCE METRICS. See QASP

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

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

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

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

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

Labor Category Title	Functional Responsibilities	Labor Qualifications
Program Manager (Key)	Act as the overall Technical Manager for the Task Order. Provide oversight for performance of all functions described in the 6.6 Team Logistics Task Order PBSOW. Act as overall manager and administrator for the contractor effort managing cost, schedule, and performance. Supervise, direct, review, and coordinate all work performed.	<p>Education: A Bachelor's degree from an accredited college or university is required. Eight years of additional logistics/program management experience or an Associate's degree and four years of additional logistics/program management experience may be substituted for a Bachelor's degree. An additional postgraduate degree is equivalent to two years of general experience.</p> <p>Experience: Ten years out of the last 20 years experience must be in a program management position. A minimum of five years in senior level positions responsible for program management on a multi-functional team and administration of a major Integrated Logistics Support (ILS) program during a job assignment in an Acquisition Command or supporting an acquisition command. Must include experience demonstrating ability to supervise, direct, review and otherwise coordinate all work performed. This supervision/coordination oversight must</p>

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 9 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

		have been exercised over ten or more people. Minimum of four years performing technical analysis of Department of Defense (DoD) Logistics support.
Jr. Program Analyst	Perform all functions in PBSOW Task 3.1.1 Subtask (8), (10) and (11) and Task 3.1.8 Subtask (8). Perform program management, technical, or business analysis. Provide program analysis support and has knowledge of DoD systems acquisitions/logistics programs in the technical or program area specified in task orders. Participate and/or support the specified Integrated Program Teams (IPTs); and IPT directed meetings. Collect, complete, organize, and interpret technical data and financial information relating to programs. Track program/project status, schedules and action items. Utilize written and oral communication skills commensurate with technical role. Support Operations and Maintenance, Navy (O&MN) Business and Financial Manager (BFM) and support Weapons Readiness Reviews (WRRs) and other logistics reviews.	<p>Education: High school diploma is required. Bachelor's degree from an accredited college or university is desired.</p> <p>Experience: A minimum of two years of experience in program management, technical, or business analysis discipline is required. Experience shall include the collection, completion, organization, and interpretation of technical data and financial information relating to acquisition and logistics programs. Demonstrated written and oral communications skills.</p>
Acquisition Logistics Manager	Perform all functions in PBSOW Task 3.1.1 Subtasks (1), (3), (5), (7), (8), (9), (10), (11), (12), (13) (14), (16); Task 3.1.2 Subtasks (1), (2), (3), (4), (5), (6); Task 3.1.3 Subtasks (1), (2), (3); Task 3.1.4 Subtasks (1), (2), (3); and Task 3.1.8 Subtasks (1), (2), (3), (4), (5), (8). Review, prepare, and update logistics planning documentation, such as the Life Cycle Support Plan (LCSP), Acquisition Logistics Support Plan (ALSP), and ILS strategies, User Logistics Support Summary and Operations Logistics Support Plan (ULSS/OLSP), and Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan. Conduct on-site analyses of logistics elements for new hardware at selected sites. Assess program planning documents and recommend schedules to ensure accomplishment of milestones. Review and recommend corrective actions for Phased Support. Make recommendations for supportability Statements of Work (SOW), Statements of Objectives (SOO), Performance Based Specifications and Post Production Support Plans (PPSP). Support/attend Integrated Logistics Support Management Team (ILSMT) and other meetings/reviews and track action items. Assess ILS planning/management data to identify supportability problem areas. Identify corrective actions for supportability problems. Recommend methodologies to evaluate the impact of ILS shortfalls and suggest corrective actions. Provide recommendations for Logistics Requirements Funding Summaries (LRFS). Identify impacts of proposed changes on Life Cycle Cost and Total Operating Cost (LCC/TOC), maintenance plans, and Level of Repair Analysis (LORA). Monitor change proposals to ensure incorporation. Develop logistics/cost /readiness/ supportability analyses. Review, develop, and track Support Equipment Recommendation Data (SERD). Make recommendations regarding approval of SERDs. Provide analyses and evaluation of Support Structure Activation. Develop specific elements of Configuration Management (CM). Assist Lead O&MN BFM for PEO(U/W) and support Ordnance Programs Optimization Model (OPOM).	<p>Education: A Bachelor's degree from an accredited college or university is required. Eight years of additional acquisition logistics management experience or an Associate's degree and four years of additional acquisition logistics management experience may be substituted for a Bachelor's degree. An additional postgraduate degree is equivalent to two years of general experience.</p> <p>Experience: Six years out of the last ten years experience must be in acquisition logistics support/maintenance engineering, or designation as a Certified Professional Logistician (CPL) from the Society of Logistics Engineers (SOLE) plus three years of recent experience in the areas indicated below. Experience must include: A minimum of three years of specific experience in technical analysis of acquisition ILS requirements. A minimum of three years of specific experience in acquisition logistics planning. Experience or education demonstrating ability to perform ILS studies, analysis and evaluations in support of DOD weapons systems/equipment.</p>
Operations Logistics Manager	Perform all functions in PBSOW Task 3.1.1 including all Subtasks; Task 3.1.2 including all Subtasks; Task 3.1.3 including all Subtasks; Task 3.1.4 including all Subtasks; and Task 3.1.8 including all Subtasks. Provide analyses and evaluation of Logistics Planning in all PBSOW subparagraphs including ALSP, ILS strategy, ULSS/OLSP, analyses of logistics elements for new hardware, LCC/TOC Management Plans, program planning/milestones, action item tracking, Phased Support Program, meeting support, SOW, SOO, Performance Based Specifications, PPSP, Supportability problem areas,	<p>Education: A Bachelor's degree from an accredited college or university is required. Eight years of additional operations logistics management experience or an Associate's degree and four years of additional operations logistics management experience may be substituted for a Bachelor's degree. An additional postgraduate degree is equivalent to two years of general experience.</p> <p>Experience: Six years out of the last ten years experience must be in operations logistics support/maintenance engineering, or designation as a CPL from SOLE plus three years of recent</p>

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 10 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

	logistics impact assessments, LRFS, and affordable readiness plans. Develop logistic/cost/readiness /supportability analyses. Provide analyses and evaluation of Maintenance Planning and Development. Analyze capabilities of O-, I-, and D-Level maintenance facilities and make recommendations related to logistics support requirements. Provide analyses and evaluation of Support Structure Activation. Review and assess Engineering Change Proposals (ECPs) and Technical Directives (TDs) to ensure ILS requirements are addressed. Review, evaluate, update Configuration Management (CM) Plans and other documents. Develop specific elements of CM. Assist Fleet Weapons Liaison (FWL) and Aviation Ordnance Programs (AOP) Officer. Assist Lead O&MN BFM for PEO(U/W).	experience in the areas indicated below. Experience must include: A minimum of three years of specific experience in technical analysis of operations ILS requirements. A minimum of three years of specific experience in operations logistics planning. Experience or education demonstrating ability to perform ILS studies, analysis and evaluations in support of DoD weapons systems/equipment.
Business Financial Manager	Perform all functions described in PBSOW Task 3.1.1 Subtask (10, (11), and (16) as well as Task 3.1.8 Subtask (8). Support/attend technical reviews and other logistics meetings. Provide recommendations for LRFS. Assist the Lead O&MN BFM for PEO (U/W) in matters pertaining to budget requirements and execution. Support the OPOM process.	<p>Education: A Bachelor's degree from an accredited college or university is required. Eight years of additional business financial management experience or an Associate's degree and four years of additional business financial management experience may be substituted for a Bachelor's degree. An additional postgraduate degree is equivalent to two years of general experience.</p> <p>Experience: Two years out of the last five years experience must be in business financial management. Experience must include: A minimum of two years experience supporting budget requirements and execution.</p>

8.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."

9.0 INCURRED COST AND PROGRESS REPORTING:

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred Cost and Progress Reporting for Services," CDRL A007, and contract Attachment 3 - Incurred Cost and Progress Reporting for Services Data Tables.

STATEMENT OF WORK ADDENDUM

- (a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in **SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)** shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of [REDACTED] hours per week.
- (b) The contractor is not required to remain on standby and should take every effort to minimize its overhead costs during the reduction. At the conclusion of the civilian furlough period, the level of effort will revert to the prior rate. The contractor will not be required to immediately revert to the prior level of effort, but rather will be allowed a reasonable amount of time to revert to the prior rate.
- (c) During the civilian furlough period, unless otherwise authorized by the contracting officer, the work schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the work schedule. At the conclusion of the civilian furlough period, the work schedule will revert to the prior established schedule, if any. This revision to the normal work week is not the result of an Executive Order or an administrative leave determination.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 11 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

Items 4000, 4001, 4050, 4100, 4101, 4150, 4200, 4201 and 4250 - Packaging and marking are not applicable to these items.

Items 6000, 6050, 6100, 6150, 6200 and 6250 - Packaging and marking shall be in accordance with best commercial practice.

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

Mary Ellen Bailey
 (Name of Individual Sponsor)

AIR-6.6 Team Logistics
 (Name of Requiring Activity)

Patuxent River, MD 20670
 (City and State)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 12 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

Items 4000, 4001, 4050, 4100, 4101, 4150, 4200, 4201, 4210, and 4250 - Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with section J, Attachment 2, Quality Assurance Surveillance Plan (QASP).

Items 6000, 6050, 6100, 6150, 6200, 6210, and 6250 - Inspection and acceptance shall be in accordance with the Exhibit (A) DD Form 1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled N/A. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CLIN	Inspected At	Inspected By	Accepted At	Accepted By
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4050	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6050	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4150	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6150	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4210	Destination	Government	Destination	Government
4250	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6210	Destination	Government	Destination	Government
6250	Destination	Government	Destination	Government

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance Plan (QASP), Attachment 2 to the task order.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 13 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/11/2012 - 6/10/2013
4001	6/11/2012 - 6/10/2013
4050	6/11/2012 - 6/10/2013
4100	6/11/2013 - 6/10/2014
4101	6/11/2013 - 6/10/2014
4200	6/11/2014 - 6/10/2015
4201	6/11/2014 - 6/10/2015
4210	6/11/2015 - 7/15/2015
4250	6/11/2014 - 6/10/2015
6000	6/11/2012 - 6/10/2013
6100	6/11/2013 - 6/10/2014
6200	6/11/2014 - 6/10/2015
6210	6/11/2015 - 7/15/2015
6250	6/11/2014 - 6/10/2015

CLIN - DELIVERIES OR PERFORMANCE

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

4000	6/11/2012 - 6/10/2013
4001	6/11/2012 - 6/10/2013
4050	6/11/2012 - 6/10/2013
4100	6/11/2013 - 6/10/2014
4101	6/11/2013 - 6/10/2014
4200	6/11/2014 - 6/10/2015
4201	6/11/2014 - 6/10/2015
4210	6/11/2015 - 7/15/2015
4250	6/11/2014 - 6/10/2015
6000	6/11/2012 - 6/10/2013
6100	6/11/2013 - 6/10/2014
6200	6/11/2014 - 6/10/2015
6210	6/11/2015 - 7/15/2015
6250	6/11/2014 - 6/10/2015

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

4150	6/11/2013 - 6/10/2014
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CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 14 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6050

6/11/2012 - 6/11/2013

6150

6/11/2013 - 6/10/2014

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

Services to be performed hereunder will be provided at Patuxent River, MD, China Lake, CA, St. Charles, MO, and the contractor site. The Government has the ability to provide 8 spaces at its facilities for this effort. Government spaces will include access to a desk, phone, fax machine, copier and scanner.

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A001 through A007, attached hereto, and the following:

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

(1) PCO, Code 2.5.1.14

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

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

(g) DD Form 1423, Block 14 Mailing Addresses: 22113 Fortin Circle, Bldg 1403, Room 44, Patuxent River, MD 20670.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 15 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contract Administration Data shall be in accordance with Section G of the SeaPort-e Multiple Award Basic Contract.

Task Order G-1 TYPE OF CONTRACT

This is a cost-plus-fixed-fee term task order.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS" (DFAR 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD 250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>S0512A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	_____
Service Acceptor DODAAC	_____

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 16 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Service Approver DODAAC _____

Ship To DODAAC _____

DCAA Auditor DODAAC _____

LPO DODAAC _____

Inspection Location _____

Acceptance Location _____

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the comment(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: Mary.Bailey@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractor approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE (COR) (NAVAIR) (JAN 2012)

(a) The Contracting Officer has designated/appointed Mary Ellen Bailey, PEO(U/W) O&MN Budget Financial Manager, Phone: 301-757-7483, E-mail: mary.bailey@navy.mil as the authorized Contracting Officer’s Representative (COR) to perform the following functions/duties:

- 1) Conduct surveillance of contractor performance in accordance with basic contract Quality Assurance Surveillance Plan (QASP).
- 2) Review contractor invoices in Wide Area Work Flow (WAWF) to ensure proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.

Functions/duties assigned to the COR should only be those that are not being performed by DCMA and that are inherent to the PCO (e.g., surveillance).

Functions/duties that are NOT inherent to the PCO should be assigned to a Technical Point of Contact (TPOC) by the requiring activity (e.g., base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), etc.).

Also, ensure adequate separation of duties in accordance with NMCARS 5203.101, Standards of Conduct, so that a single individual does not have sole authority or control of initiation of requirements and also receipt, inspection, and acceptance of supplies and/or services.

(b) The effective period of the COR designation/appointment is the period of performance of this task order inclusive

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 17 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of all options.

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I (NAVAIR)(MAY 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 Acouting Data Below"
- (f) Additional special payment instructions: (to be filled in by contract specialist, if applicable).

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR) (2012)

Costs in support of services for OPNAV are considered unallowable and therefore will not be subject to reimbursement by the government.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAR 2008)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: (* The following contract administration functions are being withheld by the PCO:)

FAR 42.302 (a)(4) - Review and evaluate contractors' proposals under [Subpart 15.4](#) and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations.

FAR 42.302 (a)(16) - Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.

FAR 42.302 (a)(24) - Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience, except as otherwise prescribed Part 49.

FAR 42.302 (a)(30) - When contractors request Government property— (i) Evaluate the contractor's requests for Government property and for changes to existing Government property and provide appropriate recommendations to the contracting officer; (ii) Ensure required screening of Government property before acquisition by the contractor; (iii) Evaluate the use of Government property on a non-interference basis in accordance with the clause at [52.245-9](#), Use and Charges; (iv) Ensure payment by the contractor of any rental due; and (v) Modify contracts to reflect the addition of Government-furnished property and ensure appropriate consideration.

FAR 42.302 (a)(31) - Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules.

FAR 42.302 (a)(34) - Monitor contractor industrial labor relations matters under the contract; apprise the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 18 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contracting officer and, if designated by the agency, the cognizant labor relations advisor, of actual or potential labor disputes; and coordinate the removal of urgently required material from the strikebound contractor's plant upon instruction from, and authorization of, the contracting officer.

FAR 42.302 (a)(38) - Ensure contractor compliance with contractual quality assurance requirements (see Part 46.

FAR 42.302 (a)(39) - Ensure contractor compliance with contractual safety requirements.

FAR 42.302 (a)(51) - Consent to the placement of subcontracts.

FAR 42.302 (a)(58) - Ensure timely submission of required reports.

FAR 42.302 (a)(67) - Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

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

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

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

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

FUNDING PROFILE

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

BASE PERIOD

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 19 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DESCRIPTION: LABOR CLIN 4000
TOTAL NTE: \$1,953,089.05
FUNDS THIS ACTION: \$0.00
ALLOTTED TO COST: ██████████
ALLOTTED TO FEE: ██████████
FUNDS AVAILABLE FOR PAYMENT: \$1,953,089.05
REMAINS TO BE FUNDED: \$0.00

DESCRIPTION: LABOR CLIN 4050
TOTAL NTE: \$156,808.91
FUNDS THIS ACTION: \$0.00
ALLOTTED TO COST: ██████████
ALLOTTED TO FEE: ██████████
FUNDS AVAILABLE FOR PAYMENT: \$0.00
REMAINS TO BE FUNDED: \$156,808.91

DESCRIPTION: ODC CLIN 6000
TOTAL NTE: \$158,561.03
FUNDS THIS ACTION: \$0.00
FUNDS AVAILABLE FOR PAYMENT: \$158,561.03
REMAINS TO BE FUNDED: \$0.00

PERIOD OF PERFORMANCE: 11 JUNE 2012 THROUGH 10 JUNE 2013

OPTION PERIOD I

DESCRIPTION: LABOR CLIN 4100
TOTAL NTE: \$2,032,500.00
FUNDS THIS ACTION: \$0.00
ALLOTTED TO COST: ██████████
ALLOTTED TO FEE: ██████████
FUNDS AVAILABLE FOR PAYMENT: \$2,032,500.00
REMAINS TO BE FUNDED: \$0.00

DESCRIPTION: ODC CLIN 6100
TOTAL NTE: \$164,101.36
FUNDS THIS ACTION: \$0.00
FUNDS AVAILABLE FOR PAYMENT: \$154,875.00
REMAINS TO BE FUNDED: \$9,226.36

PERIOD OF PERFORMANCE: 11 JUNE 2013 THROUGH 10 JUNE 2014

OPTION PERIOD II

DESCRIPTION: LABOR CLIN 4200
TOTAL NTE: \$1,987,761.72
FUNDS THIS ACTION: \$0.00
ALLOTTED TO COST: ██████████
ALLOTTED TO FEE: ██████████
FUNDS AVAILABLE FOR PAYMENT: \$1,987,761.72
REMAINS TO BE FUNDED: \$0.00

DESCRIPTION: LABOR CLIN 4210
TOTAL NTE: \$198,776.17
FUNDS THIS ACTION: \$198,776.17
ALLOTTED TO COST: ██████████
ALLOTTED TO FEE: ██████████
FUNDS AVAILABLE FOR PAYMENT: \$198,776.17

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 20 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

REMAINS TO BE FUNDED: \$0.00

DESCRIPTION: LABOR CLIN 4250

TOTAL NTE: \$0.00

FUNDS THIS ACTION: \$0.00

ALLOTTED TO COST: \$0.00

ALLOTTED TO FEE: \$0.00

FUNDS AVAILABLE FOR PAYMENT: \$0.00

REMAINS TO BE FUNDED: \$0.00

DESCRIPTION: ODC CLIN 6200

TOTAL NTE: \$169,863.57

FUNDS THIS ACTION: \$0.00

FUNDS AVAILABLE FOR PAYMENT: \$169,863.57

REMAINS TO BE FUNDED: \$0.00

DESCRIPTION: ODC CLIN 6210

TOTAL NTE: \$16,986.36

FUNDS THIS ACTION: \$16,986.36

FUNDS AVAILABLE FOR PAYMENT: \$16,986.36

REMAINS TO BE FUNDED: \$0.00

DESCRIPTION: LABOR CLIN 6250

TOTAL NTE: \$0.00

FUNDS THIS ACTION: \$0.00

ALLOTTED TO COST: \$0.00

ALLOTTED TO FEE: \$0.00

FUNDS AVAILABLE FOR PAYMENT: \$0.00

REMAINS TO BE FUNDED: \$0.00

PERIOD OF PERFORMANCE: 11 JUNE 2014 THROUGH 10 JULY 2015

(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 [4000, 4100, 4200, **4210**, 6000, 6200, **6210**] 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.

5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR)(DEC 2012)

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A007. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A007. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment 3 shall be utilized as required herein and attached to the report.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 21 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) **Incurred Costs:**

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment 3.

(2) **Labor:** Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment 3. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 3. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Saving Clause."

(b) **Progress:** A description of progress made during the invoice period shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **0** man-hours are uncompensated effort. 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, 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 **538** 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 Task Order 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 Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Task Order 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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 22 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows: $\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$ 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 Task Order 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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun 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) Unless the Contracting Officer determined that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.*

(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. * The Contracting Officer referred to, in paragraph (j) is the Task Order Contracting Officer.

PGI 204.7108 252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

Accounting Data

SLINID	PR Number	Amount
400001	1300274046	114233.28
LLA :		
AA 1721804 4D4D 251 00019 0 050120 2D 000000 A00001222852		
CIN:130027404600001		

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 23 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

600001 1300274046 60000.00
 LLA :
 AA 1721804 4D4D 251 00019 0 050120 2D 000000 A00001222852
 CIN:130027404600002

BASE Funding 174233.28
 Cumulative Funding 174233.28

MOD 01

400002 1300274046-0001 213800.00
 LLA :
 AA 1721804 4D4D 251 00019 0 050120 2D 000000 A00001222852
 CIN 130027404600003

600002 1300274046-0001 50000.00
 LLA :
 AA 1721804 4D4D 251 00019 0 050120 2D 000000 A00001222852
 CIN 130027404600004

MOD 01 Funding 263800.00
 Cumulative Funding 438033.28

MOD 02

400003 1300295131 265363.97
 LLA :
 AB 5723020 152 47212 0 221M2G C7 5A5064 127161F50300 0F03000
 CIN: 130029513100001

400004 1300291996 156512.80
 LLA :
 AC 1721804 4D4D 251 00019 0 050120 2D 000000 Cost Code: A00001322142
 CIN 130029199600001

600003 1300295131 48561.03
 LLA :
 AB 5723020 152 47212 0 221M2G C7 5A5064 127161F50300 0F03000
 CIN 130029513100002

MOD 02 Funding 470437.80
 Cumulative Funding 908471.08

MOD 03

400005 1300291996-0001 400000.00
 LLA :
 AC 1721804 4D4D 251 00019 0 050120 2D 000000 A00001322142
 COST CODE: A00001322142
 CIN: 130029199600004

MOD 03 Funding 400000.00
 Cumulative Funding 1308471.08

MOD 04

400006 1300291996-0003 400000.00
 LLA :
 AD 1731804 4D4D 251 00019 0 050120 2D 000000 A00001322142
 Standard Number: N/A
 COST CODE: A00001322142
 CIN: 130029199600006

MOD 04 Funding 400000.00
 Cumulative Funding 1708471.08

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 24 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 05

400007 1300291996-0004 200000.00
 LLA :
 AE 1731804 4D4D 251 00019 0 050120 2D 000000 A00001322142
 Standard Number: N/A
 COST CODE: A00001322142
 CIN: 130029199600007

MOD 05 Funding 200000.00
 Cumulative Funding 1908471.08

MOD 06

400008 1300346010 168179.00
 LLA :
 AF 1731804 4D4D 251 00019 0 050120 2D 000000 A00001694409
 Standard Number: N/A
 Cost Code: A00001694409
 CIN: 130034601000001

MOD 06 Funding 168179.00
 Cumulative Funding 2076650.08

MOD 07

400009 1300291996-0005 35000.00
 LLA :
 AE 1731804 4D4D 251 00019 0 050120 2D 000000 A00001322142
 Standard Number: N/A
 COST CODE: A00001322142
 CIN: 130029199600008

MOD 07 Funding 35000.00
 Cumulative Funding 2111650.08

MOD 08

410001 1300355996 500000.00
 LLA :
 AG 1731804 4D4D 251 00019 0 050120 2D 000000 A00001765786
 Standard Number: N/A
 COST CODE: A00001765786
 CIN: 130035599600001

610001 1300355996 25000.00
 LLA :
 AG 1731804 4D4D 251 00019 0 050120 2D 000000 A00001765786
 Standard Number: N/A
 COST CODE: A00001765786
 CIN: 130035599600002

MOD 08 Funding 525000.00
 Cumulative Funding 2636650.08

MOD 09 Funding 0.00
 Cumulative Funding 2636650.08

MOD 10

410002 1300362776 196500.00
 LLA :
 AH 1731804 4D4D 251 00019 0 050120 2D 000000 A00001809126

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 25 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Standard Number: N/A
CIN 130036277600001

610002 1300362776 3500.00
LLA :
AJ 1731804 4D4D 251 00019 0 050120 2D 000000 A00001809126
Standard Number: N/A
CIN 130036277600001

MOD 10 Funding 200000.00
Cumulative Funding 2836650.08

MOD 11

410003 1300355996-0002 1000000.00
LLA :
AG 1731804 4D4D 251 00019 0 050120 2D 000000 A00001765786
Standard Number: N/A
COST CODE: A00001765786
CIN: 130035599600004

610003 1300355996-0002 60000.00
LLA :
AG 1731804 4D4D 251 00019 0 050120 2D 000000 A00001765786
Standard Number: N/A
COST CODE: A00001765786
CIN: 130035599600005

MOD 11 Funding 1060000.00
Cumulative Funding 3896650.08

MOD 12

410004 1300291996-0006 336000.00
LLA :
AK 1741804 4D4D 251 00019 0 050120 2D 000000 A10001322142
Standard Number: N/A
COST CODE: A10001322142
CIN: 130029199600009

610004 1300291996-0006 66375.00
LLA :
AK 1741804 4D4D 251 00019 0 050120 2D 000000 A10001322142
Standard Number: N/A
COST CODE: A10001322142
CIN: 130029199600010

MOD 12 Funding 402375.00
Cumulative Funding 4299025.08

MOD 13

420001 1300427044 191624.00
LLA :
AL 1741804 4A2A 251 00019 0 050120 2D 000000 A00002305386
Standard Number: N/A
COST CODE: A00002305386
CIN: 130042704400001

420002 1300291996-0007 900000.00
LLA :
AK 1741804 4D4D 251 00019 0 050120 2D 000000 A10001322142
Standard Number: N/A
COST CODE: A10001322142
CIN: 130029199600011

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 26 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

620001 1300427044 31300.00
 LLA :
 AL 1741804 4A2A 251 00019 0 050120 2D 000000 A00002305386
 Standard Number: N/A
 COST CODE: A00002305386
 CIN: 130042704400001

620002 1300291996-0007 100000.00
 LLA :
 AK 1741804 4D4D 251 00019 0 050120 2D 000000 A10001322142
 Standard Number: N/A
 COST CODE: A10001322142
 CIN: 130029199600012

MOD 13 Funding 1222924.00
 Cumulative Funding 5521949.08

MOD 14

420003 1300468422 384000.00
 LLA :
 AM 5743020 154 47EL2 0 221M2G C7 5A5064 027161F50300 0F03000 F03000
 Standard Number: N/A
 CIN: 130046842200001
 MIPR Number: F1TEDC4254G001

620003 1300468422 38000.00
 LLA :
 AM 5743020 154 47EL2 0 221M2G C7 5A5064 027161F50300 0F03000 F03000
 Standard Number: N/A
 CIN: 130046842200002
 MIPR Number: F1TEDC4254G001

MOD 14 Funding 422000.00
 Cumulative Funding 5943949.08

MOD 15

420004 1300479953 512137.72
 LLA :
 AN 1751804 4D4D 251 00019 0 050120 2D 000000 A00002738307
 Standard Number: N/A
 COST CODE: A00002738307
 CIN: 130047995300001

620004 1300479953 563.57
 LLA :
 AN 1751804 4D4D 251 00019 0 050120 2D 000000 A00002738307
 Standard Number: N/A
 COST CODE: A00002738307
 CIN: 130047995300002

MOD 15 Funding 512701.29
 Cumulative Funding 6456650.37

MOD 16

421001 1300479953-0001 198776.17
 LLA :
 AN 1751804 4D4D 251 00019 0 050120 2D 000000 A00002738307
 Standard Number: N/A
 COST CODE: A00002738307
 CIN: 130047995300003

621001 1300479953-0001 16986.36
 LLA :

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 27 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AN 1751804 4D4D 251 00019 0 050120 2D 000000 A00002738307
Standard Number: N/A
COST CODE: A00002738307
CIN: 130047995300004

MOD 16 Funding 215762.53
Cumulative Funding 6672412.90

MOD 17 Funding 0.00
Cumulative Funding 6672412.90

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 28 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirements shall be in accordance with Section H of the SeaPort-e Multiple Award Basic Contract.

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 SBAs 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.

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

- (a) The contract includes an option, per each 12-month term, for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased program in-scope requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire contract exceed 3 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished at anytime during contract performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to (1) give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance and (2) request a proposal for the increased level of effort, based on a description of the new/revised tasking provided by the Government. Negotiations will be conducted as necessary.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the Contractor anticipates acceleration of effort, greater than 10% during the current term, the Contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort", (Dec 2000) of the contract.
- (g) Upon completion of negotiations, a modification will be issued to realign the necessary ceiling from the Increased Capacity CLIN to the applicable Labor or ODC CLIN, and appropriate funding will be provided. This will ensure that the Increased Capacity conforms with the contract CLIN structure.

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 29 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Performance Based Statement of Work and will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

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

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

(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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 30 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

engineering and/or technical direction or other services performed under this contract for a period of [3 years] after the date of completion of the contract. (FAR 9.505-1(a))

[x] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-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 [3 years] 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 more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [3 years] after the terms of this contract. (FAR 9.505-2(b)(1))

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

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

[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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 31 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 32 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed. (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 33 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

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

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

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

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

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

(6) of the Department of Defense Joint Travel Regulations, Volume II.

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 34 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 35 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

business expenses include, but are not limited to, the cost for items such as telephones and Telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: PCO Code 2.5.1.6; 21983 Bundy Road, Bldg. 441, Patuxent River, MD 20670. Telephone: 301-995-4038.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR) (OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that for the first 365 days of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 36 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 37 of 39	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CONTRACT CLAUSES SHALL BE IN ACCORDANCE WITH SECTION I OF THE SEAPPORT-E MULTIPLE AWARD BASIC CONTRACT.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 5 DAYS.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 5 DAYS PRIOR TO COMPLETION OF THE BASE PERIOD; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 30 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 36 MONTHS (42 MONTHS IF 52.217-8 IS UTILIZED TO ITS FULL EXTENT.)

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.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 38 of 39	FINAL
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THE CONTRACTOR AGREES TO PROVIDE LOCATOR INFORMATION REGARDING ALL EMPLOYEES REQUIRING A PERMANENT BADGE FOR AUTHORIZED ENTRANCE TO PATUXENT RIVER, MD; CHERRY POINT, NC; KINGSVILLE, TX; AND WRIGHT PATTERSON AFB. ENTRANCE IS AUTHORIZED BY THIS CONTRACT AS A RESULT OF TASKS ASSOCIATED WITH PERFORMANCE OF THE SECTION C - STATEMENT OF WORK ONLY. INITIAL INFORMATION SHALL BE PROVIDED AS EACH INDIVIDUAL IS ASSIGNED TO THIS CONTRACT BY USING THE LOCATOR FORM PROVIDED AS AN ATTACHMENT TO THIS CONTRACT. THEREAFTER, QUARTERLY REPORTS (DUE AT THE BEGINNING OF EACH QUARTER BY THE FIFTH DAY OF THE MONTH) WILL BE PROVIDED WITH GAINS/LOSSES (IDENTIFICATION OF NEW AND REPLACED OR ADDED INDIVIDUALS) AND ANY CHANGES TO CURRENT PERSONNEL (SUCH AS TELEPHONE NUMBER, BUILDING NUMBER AND ROOM NUMBER). A POINT OF CONTACT IS TO BE NAMED ON EACH QUARTERLY REPORT FOR ANY QUESTIONS/ADDITIONAL INFORMATION NEEDED BY THE GOVERNMENT RECIPIENT. THE QUARTERLY REPORTS ARE TO BE ADDRESSED TO PMA 201 47123 BUSE ROAD, BLDG 2272, FLOOR 4, ROOM 451, PATUXENT RIVER, MD 20670. ALL LOSSES ARE TO HAVE THE PERMANENT BADGES RETURNED TO PMA 201 47123 BUSE ROAD, BLDG 2272, FLOOR 4, ROOM 451, PATUXENT RIVER, MD 20670 ON THE LAST DAY OF THE INDIVIDUAL'S TASK REQUIREMENT.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

(A) THE CONTRACTOR SHALL NOT RELEASE TO ANYONE OUTSIDE THE CONTRACTOR'S ORGANIZATION ANY UNCLASSIFIED INFORMATION (E.G., ANNOUNCEMENT OF CONTRACT AWARD), REGARDLESS OF MEDIUM (E.G., FILM, TAPE, DOCUMENT), PERTAINING TO ANY PART OF THIS CONTRACT OR ANY PROGRAM RELATED TO THIS CONTRACT, UNLESS THE CONTRACTING OFFICER HAS GIVEN PRIOR WRITTEN APPROVAL.

(B) REQUESTS FOR APPROVAL SHALL IDENTIFY THE SPECIFIC INFORMATION TO BE RELEASED, THE MEDIUM TO BE USED, AND THE PURPOSE FOR THE RELEASE. THE CONTRACTOR SHALL SUBMIT ITS REQUEST TO THE CONTRACTING OFFICER AT LEAST TEN (10) DAYS BEFORE THE PROPOSED DATE FOR RELEASE.

(C) THE CONTRACTOR AGREES TO INCLUDE A SIMILAR REQUIREMENT IN EACH SUBCONTRACT UNDER THIS CONTRACT. SUBCONTRACTORS SHALL SUBMIT REQUESTS FOR AUTHORIZATION TO RELEASE THROUGH THE PRIME CONTRACTOR TO THE CONTRACTING OFFICER.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M803	AMENDMENT/MODIFICATION NO. 17	PAGE 39 of 39	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 1: Contract Security Classification Specification Form DD254

Attachment 2: Quality Assurance Surveillance Plan

Attachment 3: Updated Incurred Cost and Progress Reporting for Services Data Tables (7-10-13)

Exhibit A: Final Contract Data Requirements List's (CDRL's) Form DD1423

A001 - Technical Report - Study/Services (Visibility and Management of Operations and Support Costs (VAMOSOC))

A002 - Technical Report - Study/Services (5 Year DEMIL/DISPOSAL Report)

A003 - Technical Report - Study/Services (Annual Ordnance Stratification Report)

A004 - Technical Report - Study/Services (Baseline Assessment Memorandum (BAM))

A005 - Technical Report - Study/Services (Monthly Report and Status of Funds)

A006 - Technical Report - Study/Services (OPSEC Plan)

A007 - Incurred Cost and Progress Reporting for Services