

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 30-Jun-2011	4. REQUISITION/PURCHASE REQ. NO. 1300200683	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY Naval Air Warfare Center Training Systems Division 12350 Research Parkway Orlando FL 32826-3224 jonathan.d.abbott@navy.mil 407-380-8010	CODE N61340	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) LTM 925 E. Main Street, Suite 66 Havelock NC 28532-2375		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4435-M801
		10B. DATED (SEE ITEM 13) 01-Apr-2006
CAGE CODE 06WH5	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-8, Option to Extend Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Eric E. Norris, Vice President, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rebeca A Gonzalez, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Eric E. Norris (Signature of person authorized to sign)	15C. DATE SIGNED 28-Jun-2011	16B. UNITED STATES OF AMERICA BY /s/Rebeca A Gonzalez (Signature of Contracting Officer)	16C. DATE SIGNED 29-Jun-2011

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to increase CLINs 4100, 6100, 6101, and 6102 and add funds for continued contract performance pursuant to FAR 52.217-8, Option to Extend Services. Accordingly, said Task Order is extended through 30 September 2011 and is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$5,642,441.33 by \$227,130.33 to \$5,869,871.66.

CLIN/SLIN	Type of Fund	From (\$)	By (\$)	To (\$)
410002	WCF	0.00	209,418.42	209,418.42
610002	WCF	0.00	4,862.25	4,862.25
610102	WCF	0.00	2,625.45	2,625.45
610202	WCF	0.00	10,224.21	10,224.21

The total value of the order is hereby increased from \$5,723,691.33 by \$227,130.33 to \$5,950,821.66.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4100	209,418.42	209,418.42	418,836.84
6100	4,862.25	4,862.25	9,724.50
6101	2,625.45	2,625.45	5,250.90
6102	10,224.21	10,224.21	20,448.42

Additionally, clause G-04 SEA 5252.232-9104, Allotment of Funds (May 1993) has been revised. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Labor - Base Period. IAW the PWS. (O&MN,N)	1.0 LO	\$876,117.88	\$23,750.86	\$899,868.74
1100	Labor - Option Period 1. IAW the PWS. (O&MN,N)	1.0 LO	\$959,188.00	\$25,955.00	\$985,143.00
110001	Labor - Option Period 1 Funding (O&MN,N)				
110002	Labor - Option Period 1 Funding (O&MN,N)				
1200	Labor - Option Period 2. IAW the PWS. (O&MN,N)	1.0 LO	\$992,759.00	\$26,863.00	\$1,019,622.00
120001	Labor Option 2 Funding (O&MN,N)				
120002	Labor Option 2 Funding (O&MN,N)				
1300	Labor - Option Period 3. IAW the PWS. (O&MN,N)	1.0 LO	\$961,602.00	\$26,021.00	\$987,623.00
130001	Labor - Option Period 3 Funding (O&MN,N)				
130002	Labor - Option Period 3 Funding (WCF)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Miscellaneous Material - Base Period. (O&MN,N)	1.0 LO	\$54,834.26
3001	NMCI - Base Period. (O&MN,N)	1.0 LO	\$29,849.00
3002	Travel - Base Period. (O&MN,N)	1.0 LO	\$43,426.00
3003	Miscellaneous	1.0 LO	\$13,895.00

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	Material - Base Period Increase (O&MN,N)		
3004	Travel - Base Period Increase (O&MN,N)	1.0 LO	\$23,439.00
3100	Miscellaneous Material - Option 1. (O&MN,N)	1.0 LO	\$38,939.00
310001	Miscellaneous Material - Option 1 Period Funding (O&MN,N)		
310002	Miscellaneous Material - Option 1 Period Funding (O&MN,N)		
310003	Miscellaneous Material - Option 1 Period Funding (O&MN,N)		
3101	NMCI - Option 1. (O&MN,N)	1.0 LO	\$29,849.00
310101	NMCI Option 1 Funding (O&MN,N)		
3102	Travel - Option 1. (O&MN,N)	1.0 LO	\$43,426.00
310201	Travel Option 1 Funding (O&MN,N)		
310202	Travel Option 1 Funding (O&MN,N)		
3200	Miscellaneous Material - Option 2. (O&MN,N)	1.0 LO	\$18,875.00
320001	Miscellaneous Material - Option 2 - Funding (O&MN,N)		
320002	Miscellaneous Material - Option 2 - Funding (O&MN,N)		
3201	NMCI - Option 2. (O&MN,N)	1.0 LO	\$24,849.00
320101	NMCI - Option 2 - Funding (O&MN,N)		
3202	Travel - Option 2. (O&MN,N)	1.0 LO	\$28,514.00

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320201 Travel - Option 2
- Funding
(O&MN,N)

320202 Travel - Option 2
- Funding
(O&MN,N)

320203 Travel - Option 2
- Funding
(O&MN,N)

3300 Miscellaneous 1.0 LO \$29,645.00
Material - Option
3. (O&MN,N)

330001 Miscellaneous
Material - Option
3 - Funding
(O&MN,N)

330002 Miscellaneous
Material - Option
3 - Funding (WCF)

3301 NMCI - Option 3. 1.0 LO \$29,849.00
(O&MN,N)

330101 NMCI - Option 3
Funding (O&MN,N)

3302 Travel - Option 1.0 LO \$55,431.00
3. (O&MN,N)

330201 Travel - Option 3
Funding (O&MN,N)

330202 Travel - Option 3
Funding (WCF)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Labor - Option Period 4. IAW the PWS. (WCF)	1.0 LO	\$1,028,709.57	\$27,836.43	\$1,056,546.00
400001	DELETED (WCF)				
400002	Funding in support of CLIN 4000 (WCF)				
4100	Labor - Option to Extend Services. IAW the PWS (WCF)	1.0 LO	\$406,725.78	\$12,111.06	\$418,836.84
410001	Funding in support of CLIN 4100 (WCF)				
410002	Funding in				

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support of CLIN
4100 (WCF)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000	Miscellaneous Material - Option 4. (WCF)	1.0 LO	\$29,575.00
600001	DELETED (WCF)		
600002	Funding in support of CLIN 6000 (WCF)		
6001	NMCI - Option 4. (WCF)	1.0 LO	\$29,849.00
600101	DELETED (WCF)		
600102	Funding in support of CLIN 6001 (WCF)		
6002	Travel - Option 4. (WCF)	1.0 LO	\$23,514.00
600201	DELETED (WCF)		
600202	Funding in support of CLIN 6002 (WCF)		
6100	Miscellaneous Material - Option to Extend Services. (WCF)	1.0 LO	\$9,724.50
610001	Funding in support of CLIN 6100 (WCF)		
610002	Funding in support of CLIN 6100 (WCF)		
6101	NMCI - Option to Extend Services. (WCF)	1.0 LO	\$5,250.90
610101	Funding in support of CLIN 6101 (WCF)		
610102	Funding in support of CLIN 6101 (WCF)		
6102	Travel - Option to Extend Services. (WCF)	1.0 LO	\$20,448.42

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610201 Funding in
support of CLIN
6102 (WCF)

610202 Funding in
support of CLIN
6102 (WCF)

SLINs will be created for funding purposes.

CLINs 1000, 1100, 1200, 1300, 4000, and 4100 on this task order are Cost Plus Fixed Fee. CLINs 3000-3002, 3100-3102, 3200-3202, 6000-6002, and 6100-6102 on this task order are cost reimbursable.

The exercise of option CLINs 4000, 6000, 6001, and 6002 is contingent upon the award term option period at the basic contract level being exercised.

For estimating purposes only, the following data is being provided. The estimate provided below is based upon a 12 month period and applies to CLINs 1000, 1100, 1200, 1300, and 4000. The contractor is not bound by these hours and labor categories and is encouraged to provide innovative solutions and labor mixes for fulfilling the requirements as stated in the Performance Work Statement (PWS).

Systems Engineer (IT) 2000

Mechanical Engineer (Stress Analysis) 3950

Computer Specialist 3950

Logistics Technician 2000

Engineer Technician 2000

Program/Project Analyst 1000

Operations Logistics Manager 500

Computer Technician 500

TOTAL 15900

The Period of Performance covered under the Option to Extend Services (FAR 52.217-8) is from 01 April 2011 to 30 September 2011. The estimated labor mix to be performed during this period is as follows:

Engineer, Structural Analysis 1000

Engineer, Systems 924

Engineer, IT Systems 1000

Engineer, IT 2100

TOTAL 5024

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 15,360 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 zero (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

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such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 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 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:

Fee Reduction = Fee (Required LOE Expended LOE)

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 underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

FOR NAVAIR DEPOT - JACKSONVILLE

T45 TRAINER AIRCRAFT FLEET SUPPORT TEAM (FST)

ENGINEERING AND LOGISTICS SUPPORT

07 December 2005

1. GENERAL INFORMATION

1.1 Background

The Naval Aviation Depot Jacksonville is tasked with providing engineering, logistics and information management support, including systems development and maintenance, to NAVAIR, PMA-273; Chief of Naval Air Training (CNATRA) in Corpus Christi, TX; NAS Kingsville, TX; and NAS Meridian, MS for the T45 Trainer Aircraft and the T45 Trainer Aircraft data systems. The contractor shall provide technically qualified personnel to perform T-45 aircraft system engineering analysis and related services in support of this effort.

GOLD is a commercial off the shelf data management system that has been adapted to manage T-45 aircraft and component maintenance, supply, property, and data reporting functions.

1.1.1 Scope:

This Performance Work Statement (PWS) and attached Performance Standards Matrix, provides the baseline for engineering, logistics and information management support, including systems development and maintenance in support of the T45 trainer Aircraft Fleet Support Team at NAVAIR Depot – Jacksonville. This contract will include, but is not limited to, aircraft structural component strength analysis, aircraft systems engineering program and process analysis, and systems engineering & analysis in support of GOSNet.

2. APPLICABLE DOCUMENTS:

Applicable Documents can be accessed electronically at the following websites:

Military Specifications, Standards

and Related Publications at <http://dodssp.daps.dla.mil/>

Navy Directives at <http://neds.daps.dla.mil/>

OPNAVINST 4790.2H at <https://logistics.navair.navy.mil/4790>

NADEPJAXINST on NADEPJAX NMCI Computer System at Intra1/Directives and Documents

The following documents shall be used for guidance in the performance of the detailed requirements contained herein:

DI-MGMT-80227 Contractor's Progress, Status and Management Report

DI-MISC-80508 Technical Report

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2.1 APPLICABLE NAVY INSTRUCTIONS:

OPNAVINST 4790.2H Volume II The Naval Aviation Maintenance Program (NAMP)

SECNAVINST 5510.30A Department of the Navy Personnel Security Program

SECNAVINST 5233.1B Department of the Navy Automated System Documentation Standards

2.2. APPLICABLE NADEP JACKSONVILLE, FL.

INSTRUCTIONS AND NOTICES:

NADEPJAXINST 5355.1A Drug Free Workplace Program dated 7/30/2003

NADEPJAXINST 5510.14 Information, Personnel, and Industrial Security Procedures dated 3/4/2003

These applicable documents may be revised during performance of the contract. The current version of these documents is available on NADEPJAX Intra1. The contractor shall comply with the latest version.

3.0 REQUIREMENTS:

3.1 Government

The Government will provide the Contractor with access to government facilities, equipment, and personnel as required to execute the tasks. The Government will provide the Contractor with appropriate office space, software, and supplies. The work will be performed in government workspaces using government furnished property. The government shall provide required ADP systems for development of web applications. Available program and engineering data and the computer system required to perform the tasks of this contract order will be provided as Government Furnished Information/Government Furnished Equipment to the contractor.

Navy-Marine Corp Internet (NMCI) equipment and support is a requirement and shall be furnished by the contractor, not the Navy. The contractor shall be responsible for all NMCI costs and all network connection charges imposed by NMCI.

3.2 Contractor

The Contractor shall deliver the products and services specified in this PWS and the Contract Data Requirements List (CDRL). Performance will be measured against due dates, and progress will be monitored via the T-45 GOSnet Action Tracker, a.k.a. GOSTrack.

3.3 Engineering and Logistics Support Requirements

3.3.1 Provide subject matter expertise for T-45 strength analysis that are associated with, but not limited to, aircraft repairs, and Engineering Investigations (EI). The following areas of computer based analytical tools will be required: mathematics technical calculations tools, data analysis applications p-element and h- element code, finite element analysis (FEA) applications, aerospace engineering drafting/drawing applications, and crack initiation and damage tolerance analysis applications. Estimated number of strength analysis taskings per 12-month period is 20.

3.3.2 Design and substantiate repairs for aircraft structural items. Prepare appropriate technical directives and technical manual changes, provide technical guidance in the preparation of repair drawings, and perform strength analysis.

3.3.3 Perform strength analysis and prepare strength analysis reports. Strength analysis may include static analysis, crack initiation and/or crack growth analysis. (CDRL A002)

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3.3.4 Operate computer based analytical tools including software applications that perform mathematical computations, perform data analysis, perform h-, and p-element coded finite element modeling/analysis, create drawings, and perform crack initiation/growth analysis.

3.3.5 Aircraft systems engineering – research and investigate assigned T-45 systems/components. Estimated number is 15 per 12 month period. Develop technical instructions/repairs/modifications as required.

3.3.6 Perform analysis and support of Aircraft Data Recorder (ADR) mishap and incident data and maintenance analyses. Utilize computer based modeling and simulation systems to visually depict all instrumentation and flight/maintenance parameters on a computer system. Recommend improvements in the simulation programs to improve the portrayal of the flight/maintenance operations under analysis.

3.3.7 Respond to T-45 Fleet generated Hazardous Material Reports (HMRs).

3.3.8 Evaluate material conditions identified in HMR, and then develop suitable course(s) of follow-on action: i.e. Engineering Investigation, Inspection Bulletin, manual change, or other.

3.3.9 Perform engineering investigations (EIs). Conduct EI actions as issued and tracked via the NAVAIR EI website, observing all protocols and/or procedures.

3.3.10 Perform technical review of T-45 publications (tech pubs), and/or Technical Publication Discrepancy Report (TPDR). Contractor shall determine the validity of Fleet generated TPDRs and then develop and execute tech pub changes and/or or corrections to resolve each TPDR.

3.3.11 Provide Technical Directives (TDs) in accordance with OPNAV 4790, as directed, or as required by engineering analysis. TDs may be: Inspection Bulletins, Rapid Action Maintenance Engineering Changes (RAMECs), or Engineering Advisories, (EAs).

3.3.12 Draft official Naval message traffic as related to TDs

3.3.13 Develop and execute tech pub changes and/or revisions to resolve issues uncovered during the course of processing EIs or TDs.

3.3.14 Provide recommendations for component modification, enhancement, or replacement with the goals of increased T-45 readiness, and/or lower life-cycle costs.

3.3.15 Provide on-site technical assistance in support EIs, aircraft mishap/accident investigations, in determining the location and cause of system failures.

3.4 T45TS Web Communications (GOSNET)

3.4.1 Perform Systems Engineering & Analysis in support of T45TS web communications (GOSNet), retrieval and transmittal systems; including migration across system interfaces. This task may include the generation, with successful installation, of original computer code.

3.4.2 Perform Systems Engineering & Analysis by evaluating T45TS web communications operations and architectures. Develop and submit T45TS web communications.

3.4.3 Develop and present cost estimates related to T45TS web communications. Such presentations are made locally at NAVAIR Headquarters or other locations.

3.4.4 Develop specific hardware and software procurement recommendations as associated with T45TS web communications improvement recommendations.

3.4.5 Provide technical support to T45TS web communications users in the area of connectivity/access/permissions and system administration.

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3.4.6 Coordinate requirements with industry counterparts on technical issues regarding extranet connectivity. Coordinate local network/data flow/connectivity issues as necessary with NAVAIR NMCI personnel.

3.4.7 Provide backup and recovery services for data and applications resident on GOSNet.

3.4.8 Attend government-sponsored meetings/reviews specifically related to the GOSNet system; including but not limited to T45TSGOSNet Program Reviews, Fleet Support Team (FST) meetings, technology coordination meetings, GOSNet Management Team Meetings, Site Training Support meetings.

3.4.9 Develop, test, debug and install web applications which contain all corporate data for GOSNet.

3.4.10 Provide data transformation and file management services necessary to publish all T45 corporate Data onto GOSNet.

3.4.11 Independently apply knowledge of computer science principles, information management principles, automated data processing (ADP) functions, hardware and software systems structures and operation, and computer programming languages and techniques to solve automation problems.

3.4.12 Independently identify and use standard, unconventional and original mathematical, algorithmic, and programmatic approaches to define, plan, organize, design, develop, modify, test, and integrate database or data processing systems, computer hardware systems and simulation models.

3.4.13 Formulate architectural design, functional specifications, interfaces and documentation of hardware or software systems considering system interrelationships, operating modes and software or equipment configurations.

3.4.14 Assist program manager by providing onsite and offsite resource support team management activities for GOSnet.

3.4.15 Provide GOSnet training for the T45 Program community.

3.5 Government On-Line Data system (GOLD) Project Analysis

3.5.1 Perform analysis of GOLD to ensure the optimum level of access and performance with regard to the maintenance and supply functions.

3.5.2 Identify specifications for GOLD development, with regard to follow-on host platforms, and operations computer code. Provide recommendations for GOLD system enhancements, and/or complete replacement.

3.5.3 Perform analysis and provide recommendations for GOLD improvement/modifications with regard to system data output and external application inter-operability.

3.5.4 Examine GOLD functionalities with regard to standard and ad-hoc reporting. Prepare recommendations for user connectivity and data thru-put with regard to reporting functions. Provide opinion on current T-45 PWS, and provide recommendations on connectivity, including hardware and software improvements, and report output.

3.5.5 Perform analysis and provide recommendations on proposed T-45 CLS/GOLD replacements. Identify key elements of GOLD/Oracle database information to ensure that historic GOLD data would not be lost in migration to a GOLD replacement system.

3.6 Proposed Design Changes

3.6.1 Conduct engineering assessments of proposed Engineering Change Proposals for systems or equipment with emphasis on reliability, maintainability, affordability, and performance characteristics with a total life cycle cost approach.

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3.6.2 Evaluate and recommend material and hardware substitutions.

3.6.3 Sustain Maintenance Plan Tasks

3.6.3.1 The contractor shall monitor, evaluate, and report findings for Engineering Investigations, Quality Deficiency Reports, and Hazardous Material Reports.

3.6.3.2 Prepare Accident, Engineering, and Quality investigations in response to Quality Deficiency Reports and Engineering Investigation requests in accordance with OPNAVINST 4790.2 (series), 8600 (series) and other governing documentation.

3.6.3.3 Evaluate technical manuals, Local Engineering Specifications, Local Process Specifications, Engineering Investigations, and Manual Change Releases, for technical adequacy and accuracy.

3.6.3.4 Provide Logistic and Maintenance Engineering services to the fleet and perform other Integrated Logistics Support and Fleet Supportability tasks.

3.7 Maintenance Planning

3.7.1 Provide analyses and technical studies in support of Maintenance Planning.

3.7.2 Provide logistics analysis support, engineering assessments and team operations.

3.7.3 Load prime contractor delivered LSA database into SLIC-2B master file for evaluation.

3.7.4 Create and post to the T45 website the LSA-024 and LSA-019 reports for all T45 configurations.

3.7.5 Resolve any errors/problems existing in the database.

3.7.6 Assist the T-45TS IPT with preparation of logistics and engineering documentation.

3.7.7 Prepare all necessary documents required to ensure no lapse of support.

3.7.8 Provide subject matter expertise of T-45TS requirements for engineering and logistics.

3.8 Configuration Management

3.8.1 Document the NALCOMIS OOMA database using existing digital and aircraft Data, and appropriate logs and records to create a baseline. Perform operational checks for validity, accuracy, and proper functionality. Report all deficiencies to the BLM for corrective action and revalidation.

3.8.2 Maintain the NALCOMIS OOMA database to include changes resulting from Technical Directives (TDs), Logistics Requirements Change Request (LRCRs), TPDRs, and other means.

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 The Government shall provide required IT systems access for execution of assigned duties, such as PATRAN, NASTRAN, T45 Finite Element Model files, Aircraft Data Recorder (ADR) applications, and other associated engineering data/applications required to perform the tasks of this contract. Upon completion of the contract, all GFE/GFI that was provided to the Contractor shall be returned to the Government. Desktop computers will be furnished by the Contractor, not the Government. Any IT equipment provided by the Contractor shall be NMCI compliant, shall be documented on a property pass, shall meet all NAVAIR Depot Jacksonville and NAVIAR Headquarters requirements, and shall be configured IAW NAVAIR Jacksonville guidelines and directives.

5.0 DELIVERABLES/REPORTS.

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5.1 Provide Monthly Status Report (CDRL A001)

5.2 Provide Strength Analysis Report (CDRL A002)

6.0 SECURITY REQUIREMENTS.

6.1 All proprietary/sensitive but unclassified documentation/data shall be handled in accordance with the Land Based Aircraft And Design Modification Division Security Standard Practice Procedure. Data, reports, and drawings developed by and for this facility are proprietary and thus are considered to be sensitive but unclassified information and must be protected as required by law.

6.2 Security Classification:

All contractor personnel shall be required to sign non-disclosure statements and a statement indicating he/she has read and understood the following quote from Public Law 98-473: "As indicated in Chapter XXI, paragraph 1030 of Public Law 98-473, whoever uses, modifies, destroys, discloses, or prevents authorized use of data on a computer owned or operated by the Government of the United States is subject to punishment by a fine or imprisonment or both. Contractor personnel must be cautious to meet these requirements just as any other computer operator must when using other computer equipment."

7.0 PERIOD OF PERFORMANCE: The base contract period of performance for this contract is from 1 April 2006 through 31 March 2007. Four option years may be exercised to extend the period of performance through 31 March 2011.

8.0 TRAVEL REQUESTS:

The Contractor may be required to support T-45 FST operations, with travel to various Government, or T-45 Contractor Logistics Support (CLS) provider sites.

8.1 All travel requests shall be approved in advance by the COR and alternately by the T-45 FST Leader. Visits by representatives of the U.S. Government to Boeing, St Louis, MO must be related to the T45TS Program and require approval from the T45TS Program office AIR-3.1.2G sufficiently in advance of the intended departure. Upon receipt of T-45 Program Office approval, notification will be supplied to the Government representative at Boeing. Visits to either CLS location (NAS Meridian or NAS Kingsville) may require approval by the CNATRA ACO.

8.2 TRAVEL AND PER DIEM

The contractor will be reimbursed for travel costs in accordance with FAR 31.205-46 on the basis of actual costs incurred for transporting necessary personnel up to the extent allowed a Government employee under the Department of Defense Joint Travel Regulations. Maximum allowable rates can be found at <http://www.dtic.mil/perdiem/perdiemrates.html>. Travel and per diem costs incurred in the replacement of personnel will not be reimbursed when such replacement is accomplished at the contractor's or employee's convenience.

8.3 Travel Trip Estimates: The list of potential travel site is contained in Table 1

Table 1

Origin Destination Persons Trips Days

Jacksonville, FL Kingsville, TX 1 2 4

Jacksonville, FL Meridian MS. 1 2 3

Jacksonville, FL Patuxent River, MD 1 3 3

Jacksonville, FL Brough, UK 1 1 5

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Jacksonville, FL Havelock, NC 1 1 3

Jacksonville, FL San Francisco, CA 1 2 3

9.0 NMCI COMPLIANCE

9.1 The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

9.2 The offerors shall obtain NMCI computers, when appropriately directed by the Contracting Officer, from the Electronic Data Data Systems Corporation (EDS), 13600 EDS Drive, Herndon, VA 20171. <http://www.nmci-isf.com>

9.3 The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

9.4 NMCI Services for Contract Performance

ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (Sep 2000) (a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering". (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31. (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

9.5 Software Development/Server Procurement

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

10. Web Sites, Web Enablement & Application Development

Current referenced applications will be modernized and all future development will be performed in accordance with the Navy Enterprise Application Developer's Guide (NEADG), DON/NAVAIR FAM and Task Force Web (TFWeb) mandates. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure as soon as possible. A transition plan will be provided within 60 days. Registration of all Web sites will be completed within 30 days, if not yet completed.

11. Information Assurance

The T-45 program shall comply with all federal, DoD, and Department of the Navy (DON) Information Assurance (IA) policies. To ensure that the program complies with required policies throughout the program's lifecycle, the program shall assign personnel with responsibility for ensuring IA policy and by implementing the DoD Information Technology Security Certification and Accreditation Process (DITSCAP). The program must comply with the Global Information Grid (GIG), Combat Identification (CID), Global Air Traffic Management (GATM), and Cryptography Modernization Capstone Requirements Documents (CRD). All <program name> IA shall be in compliance with the following documents, where applicable.

· Chairman Joint Chiefs of Staff Instruction (CJCSI) 6211.02B, "Defense Information System Network (DISN): Policy Responsibilities and Processes," 31 July 2003

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- Chairman Joint Chiefs of Staff Manual (CJCSM) 6510.01, “Information Assurance (IA) and Computer Network Defense (CND)”, 25 Mar 2003
- CJCS Notice 6510, Communications Security (COMSEC) Security Modernization Plan;
- CJCSI 6215.01B, “Policy for Department of Defense Voice Networks”, 23 Sep 2001
- CJCSI 6215.01B--Policy for Department of Defense voice Networks
- CJCSI 6250.01B, “Satellite Communications,” 28 May 2004
- CJCSI 6510.01C, “Information Assurance and Computer Network Defense,” 01 May 2001;
- CJCSI 6510.01D, “IA and CND”, 15 June 2004
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002;”
- CNSS Instruction 4009, “National Information Systems Security Glossary,” May 2003
- CNSS Instruction 4012, “National IA Training Standard for Senior System Managers”, June 2004
- CNSS Instruction 4014, “National IA Training Standard for Information System Security Officers”, April 2004
- CNSS Policy No. 10, “National Policy Governing Use of Approved Security Containers in Information System Security Applications” 16 Dec 2004
- Committee on National Security Systems (CNSS) Policy No. 15;
- Computer Security Act of 1987 (PL 100-235)
- Department of Defense (DoD) Instruction (DoDI) 5200.40, “DoD Information Technology Security Certification and Accreditation Process (DITSCAP)”, 30 December 1997
- Director of Central Intelligence (DCI) Directive 6/3, “Protecting Sensitive Compartmented Information Within Information Systems,” 5 June 1999
- DoD 5200.2-R, “DoD Personnel Security Program”, Jan 1987
- DoD 8510.1-M “Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual,” 31 July 2000;
- DoD CIO Guidance and Policy Memorandum 6-8510, “Department of Defense Global Information Grid Information Assurance,” 16 June 2000;
- DoD Directive (DODD) 8100.1, “Global Information Grid Overarching Policy,” 19 September 2002;
- DoDD 3020.26, “Continuity of Operations (COOP) Policy and Planning,” 26 May 1995
- DoDD 4630.5, “Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS),” 11 January 2002;
- DoDD 5000.1, “The Defense Acquisition System,” 12 May 2003
- DoDD 5160.54, “Critical Asset Assurance Protection,” 20 January 1998;

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- DoDD 5200.2, “DoD Personnel Security Program,” 4 Sep 1999
- DoDD 5230.11, “Disclosure of Classified Military Information to Foreign Governments and International Organizations,”
- DoDD 5230.20, “Visits, Assignments, and Exchanges of Foreign Nationals,” 12 Aug 1998
- DoDD 8190.3, “Smart Card Technology,” 31 Aug 2002
- DoDD 8320.2, “Data Sharing in a Net-Centric DoD,” 2 Dec 2004
- DoDD 8500.1, "Information Assurance (IA)," 24 October 2002
- DoDD 8570.1, “IA Training, Certification, and Workforce Management,” 15 Aug 2004
- DoDD C-5200.5, “Communications Security (COMSEC), 21 Apr 2000
- DoDD O-8530.1, “Computer Network Defense (CND),” 8 Jan 2001
- DoDI 4630.8, “Procedures for Interoperability and Supportability of IT and NSS,” 30 Jun 2004
- DoDI 5000.2, “Operation of the Defense Acquisition System,” 12 May 2003
- DoDI 8100.2, “Use of Commercial Wireless Devices, Services, and Technologies in the DoD Global Information Grid (GIG),” 14 Apr 2004
- DoDI 8100.3, “DoD Voice Networks” 16 Jan 2004
- DODI 8500.2, “Information Assurance (IA) Implementation,” 6 February 2003;
- DoDI 8510.bb--DoD Information Assurance certification and Accreditation Process (DIACAP) (DRAFT)
- DoDI 8520.2, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling,” 1 Apr 2004
- DoDI 8551.1, “Ports, Protocols, and Services Management (PPSM),” 13 Aug 2004
- DoDI 8580.1 “Information Assurance in the Defense Acquisition System,” 9 July 2004
- DoDI O-8530.2, “Support to CND,” 3 Sep 2001
- DoN CIO Guidance on Information Management/IT Inherently Governmental Functions,” Nov 2001
- DON IA Publication Series
- Executive Order 12333, “United States Intelligence Activities”, 4 Dec 1981
- Executive Order 12958, as amended, “Classified National Security Information”
- Federal Information Security Management Act of 2002, Title III of E-Government Act of 2002 (PL 107-347)
- Homeland Security Presidential Directive (HSPD-7), “Critical Infrastructure Identification, Prioritization, and Protection, 17 Dec 2003
- National Security Telecommunications and Information Systems Security Policy (NSTISSP) No.11, “National Policy

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Governing the Acquisition of IA and IA-enabled IT Products,” Jan 2000

· NAVAIRINST 5238.1, “Naval Air systems Command Policy and Guidelines for Web Sites, Web Applications, and Web Servers,” 18 November 2004

· NAVSO 5239-03--Designated Approving Authority (DAA) Guidebook

· NAVSO 5239-1--Introduction to Information Systems Security

· Navy-Marine Corps Unclassified Trusted Network (UTN-Protect) Policy, 4 Aug 2004”

· NSTISSAM TEMPEST/2-95, RED/BLACK Installation Guidelines, dated 12 Dec 95, with Amendment of 3 February 2000

· NSTISSD 500, Information Systems Security Education, Training and Awareness,” 25 Feb 1993

· NSTISSI 4011, National Training Standard for Information Systems Security Professionals,” 20 June 1994

· NSTISSI No.7003, Protected Distribution Systems (PDS), of 13 Dec 96

· OMB Circular A-130, “Management of Federal Information Resources,” 28 Nov 2000

· OMB Memo M-00-07, “Incorporating and Funding Security in Information Systems Investments,” 28 Feb 2000

· OPNAVINST 2201.2, “Navy and Marine Corps Computer Network Incident Response,” 3 Mar 1988

· OPNAVINST 2201.3; CH-1, “COMSEC Monitoring of Navy and Marine Corps Telecommunications and AISs”, 27 Jan 1999

· OPNAVINST 5239.1B “Navy Information Assurance (IA) Program,” 9 November 1999;

· OPNAVINST 5239.1B, “Navy IA Program”, 9 Nov 1999

· OPNAVINST C5510.93F/MCO C5510.19 Navy Marine Corps Implementation of National Policy on the Control of Compromising Emanations, 10 January 2002

· Privacy Act of 1974;

· SECNAVINST 3501.1, “Department of the Navy (DON) Critical Infrastructure Protection (CIP),” 16 June 2002;

· SECNAVINST 5211.5D, “DON Privacy Act Program,” 17 July 1992

· SECNAVINST 5239.3A “Department of the Navy Information Systems Security (INFOSEC) Program,” 20 December 2004;

· SECNAVINST 5510.30A; CH-1, “DON Personnel Security Program Regulation”, 19 Jun 2000

· SECNAVINST 5510.36, “DON Information Security Program Regulation” 17 Mar 99

· SECNAVINST 5720.47, “DON Policy for Content of Publicly Accessible WW Sites”, 24 Oct 2003

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

PLACE OF PERFORMANCE

Work will be performed at Naval Depot Jacksonville, Jacksonville, FL as required by the statement of work.

F-1 Task Order Options

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

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

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years, 6 month.

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SECTION G CONTRACT ADMINISTRATION DATA

G-01 5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) (NAVAIR) (OCT 2005)

(a) Invoices under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

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

(2) A separate invoice will be prepared [insert desired invoice submission timing].

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are acceptable.

(b) The following information regarding [Insert Activity Name Here] is provided for completion of the invoice in WAWF:

WAWF Invoice Type: Insert Invoice Type Here – 2-in-1 (for Service/Maint.), Combo (for Supplies), or Cost Voucher (for direct invoice submission to DFAS).

Issuing Office DODAAC: N65886

Admin Office DODAAC: S5111A

Inspector DODAAC (if applicable): Enter Inspector DODAAC, or leave blank

Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (for Cost Voucher)(if applicable): N65886

Local Processing Office DODAAC:

Paying Office DODAAC: HQ0338

(c) The contractor shall submit invoices for payment per contract terms.

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

(e) For Navy accounting purposes only:

Code: _____, Name: _____

Phone: _____, Fax: _____

G-02 TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Robert Hohman

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Code: AIR 3.2.3

Mailing Address: 6206 Aviation Blvd, Cecil Commerce Center, Jacksonville, FL, 32212

Telephone:

Commercial 904-317-1813

DSN

Email: robert.hohman@navy.mil

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

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

G-03 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(OCT 2004)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS. The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below: These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the Task Order Ordering Officer address (Attn: Code 593 -- CLOSEOUT)

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(3) The function of FAR 42.302(b)(6).

(d) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G-04 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 N/A, 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 3002 and 4000 is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE [PERIOD OF PERFORMANCE]

BASE YEAR

1000	\$876,117	\$23,750.86
3000	\$54,834	\$0
3001	\$29,849	\$0
3002	\$14,514	\$0
3003	\$13,895	\$0
3004	\$23,439	\$0

OPTION 1

1100	\$959,188	\$25,955	[01 APRIL 2007 THROUGH 31 MARCH 2008]
3100	\$38,939	\$0	
3101	\$29,849	\$0	
3102	\$43,426	\$0	

OPTION 2

1200	\$992,759	\$26,863	[01 APRIL 2008 THROUGH 31 MARCH 2009]
3200	\$18,875	\$0	
3201	\$24,849	\$0	
3202	\$28,514	\$0	

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OPTION 3

1300 \$961,602.00 \$26,021.00 [01 APRIL 2009 THROUGH 31 March 2010]

3300 \$ 29,645.00 \$0

3301 \$ 29,849.00 \$0

3302 \$ 55,431.00 \$0

OPTION 4

4000 \$977,750.50 \$26,457.50 [01 APRIL 2010 THROUGH 05 MARCH 2011]

6000 \$ 29,575.00 \$0

6001 \$ 29,849.00 \$0

6002 \$ 23,514.00 \$0

OPTION TO EXTEND SERVICES

4100 \$406,725.78 \$12,111.06 [01 APRIL 2011 THROUGH 30 SEPTEMBER 2011]

6100 \$9,724.50 \$0

6101 \$5,250.90 \$0

6102 \$20,448.42 \$0

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

(c) CLINs/SLINs **1000, 3000, 3001, 3003, 3004, 1100, 3100, 3101, 3102, 1200, 3200, 3201, 3202, 1300, 3300, 3301, 3302, 4100, 6000, 6001, 6002, 6100, 6101 and 6102** are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

The following details funding to date:

Total

Contract Funds

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	Previous Funds Balance	This Action	Funding Available	Unfunded
4100	\$209,418.42	\$209,418.42	\$418,836.84	\$0
6100	\$4,862.25	\$4,862.25	\$9,724.50	\$0
6101	\$2,625.45	\$2,625.45	\$5,250.90	\$0
6102	\$10,224.21	\$10,224.21	\$20,448.42	\$0

Accounting Data

SLINID	PR Number	Amount
1000	N6588606PRA016	951828.00
LLA :		
AA	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88 606PR6A016	
3000	N6588606PRA016	2875.00
LLA :		
AA	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88 606PR6A016	
3001	N6588606PRA016	29849.00
LLA :		
AA	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88 606PR6A016	
3002	N6588606PRA016	14514.00
LLA :		
AA	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88 606PR6A016	

BASE Funding 999066.00
Cumulative Funding 999066.00

MOD 02

3003	N658860697AC154	13895.00
LLA :		
AB	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88 600PR6A45	
3004	N6588606P7AC154	23439.00
LLA :		
AC	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88 606PR6A046	

MOD 02 Funding 37334.00
Cumulative Funding 1036400.00

MOD 03

1000	N6588606PRA016	(51959.26)
LLA :		
AA	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88 606PR6A016	
3000	N6588606PRA016	51959.26
LLA :		
AB AA	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88 606PR6A016	

MOD 03 Funding 0.00
Cumulative Funding 1036400.00

MOD 04

110001	N65886-07-P5-AC075	749759.00
LLA :		
AD	97X4930 NA2E 252 77777 0 065886 2F 8E0038 88607PR7A018	

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310001 N65886-07-P5-AC075 2875.00
 LLA :
 AD 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88607PR7A018

310101 N65886-07-P5-AC075 29849.00
 LLA :
 AD 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88607PR7A018

310201 N65886-07-P5-AC075 14514.00
 LLA :
 AD 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88607PR7A018

MOD 04 Funding 796997.00
 Cumulative Funding 1833397.00

MOD 05

110002 N65886-07-P7-AC102 235384.00
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 AE 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88607PR7A018

310002 N65886-07-P7-AC102 33000.00
 LLA :
 AF 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88607PR7A018

MOD 05 Funding 268384.00
 Cumulative Funding 2101781.00

MOD 06

310003 N6588607PR7A029 3064.00
 LLA :
 AG 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88607PR7A029
 pid#N6588607P7AC132

310202 N6588607PR7A029 28912.00
 LLA :
 AG 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88607PR7A029
 PID# N6588607P7AC132

MOD 06 Funding 31976.00
 Cumulative Funding 2133757.00

MOD 07

120001 N6588608PR8A015 850411.00
 LLA :
 AH 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 Standard Number: N6588608PRAC079

320001 N6588608PR8A015 2875.00
 LLA :
 AH 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 Standard Number: N6588608P5AC079

320101 N6588608PR8A015 29849.00
 LLA :
 AH 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 Standard Number: N6588608PRAC079

320201 N6588608PR8A015 14514.00
 LLA :
 AH 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 Standard Number: N6588608P5AC079

MOD 07 Funding 897649.00
 Cumulative Funding 3031406.00

MOD 08

120002 N6588608PR8A015 169211.00
 LLA :
 AJ 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015

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Standard Number: N6588608P5AC079

320002 N6588608PR8A015 25000.00
 LLA :
 AJ 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 Standard Number: N6588608P5AC079

MOD 08 Funding 194211.00
 Cumulative Funding 3225617.00

MOD 09

320002 N6588608PR8A015 (9000.00)
 LLA :
 AJ 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 Standard Number: N6588608P5AC079

320101 N6588608PR8A015 (5000.00)
 LLA :
 AH 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 Standard Number: N6588608PRAC079

320202 5000.00
 LLA :
 AH 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 PID# N6588608PR8A015

320203 9000.00
 LLA :
 AJ 97X4930 NA2E 252 77777 0 065886 2F 8E0038 88608PR8A015
 PID# N6588608P5AC079

MOD 09 Funding 0.00
 Cumulative Funding 3225617.00

MOD 10

130001 N6588609PR9A006 653955.00
 LLA :
 AK 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 COST CODE: 88609PR9A006

330001 N6588609PR9A006 2875.00
 LLA :
 AK 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 COST CODE: 88609PR9A006

330101 N6588609PR9A006 29849.00
 LLA :
 AK 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 COST CODE: 88609PR9A006

330201 N6588609PR9A006 14514.00
 LLA :
 AK 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 COST CODE: 88609PR9A006

MOD 10 Funding 701193.00
 Cumulative Funding 3926810.00

MOD 11

330002 1300126803 26770.00
 LLA :
 AL 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N658860 9WX9A074
 Cost Code: 00009WX9A074

330202 1300126803 40917.00
 LLA :
 AL 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N658860 9WX9A074
 Cost Code: 00009WX9A074

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MOD 11 Funding 67687.00
Cumulative Funding 3994497.00

MOD 12

130002 1300126803-0001 333668.00
LLA :
AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658860 9WX9A108
COST CODE: 00009WX9A108

MOD 12 Funding 333668.00
Cumulative Funding 4328165.00

MOD 13

400001 1300152474-0001 1004208.00
LLA :
AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861 0WX0A060

600001 1300152474-0001 29575.00
LLA :
AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861 0WX0A060

600101 1300152474-0001 29849.00
LLA :
AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861-0WX0A060

600201 1300152474-0001 23514.00
LLA :
AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861 0WX0A060

MOD 13 Funding 1087146.00
Cumulative Funding 5415311.00

MOD 14

400001 1300152474-0001 (1004208.00)
LLA :
AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861 0WX0A060

400002 1300152474-0001 1004208.00
LLA :
AN 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861 0WX0A060
COST CODE: 00000WX0A060

600001 1300152474-0001 (29575.00)
LLA :
AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861 0WX0A060

600002 1300152474-0001 29575.00
LLA :
AN 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861 0WX0A060
COST CODE: 00000WX0A060

600101 1300152474-0001 (29849.00)
LLA :
AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861-0WX0A060

600102 1300152474-0001 29849.00
LLA :
AN 97X4930 NA2E 252 77777 0 065886 2F 8E0038
Standard Number: N658861 0WX0A060
COST CODE: 00000WX0A060

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600201 1300152474-0001 (23514.00)
 LLA :
 AM 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N658861 0WX0A060

600202 1300152474-0001 23514.00
 LLA :
 AN 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N658861 0WX0A060
 COST CODE: 00000WX0A060

MOD 14 Funding 0.00
 Cumulative Funding 5415311.00

MOD 15

410001 1300200683 209418.42
 LLA :
 AP 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N6588611WX1A075
 COST CODE: 00001WX1A075

610001 1300200683 4862.25
 LLA :
 AP 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N6588611WX1A075
 COST CODE: 00001WX1A075

610101 1300200683 2625.45
 LLA :
 AP 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N6588611WX1A075
 COST CODE: 00001WX1A075

610201 1300200683 10224.21
 LLA :
 AP 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N6588611WX1A075
 COST CODE: 00001WX1A075

MOD 15 Funding 227130.33
 Cumulative Funding 5642441.33

MOD 16

410002 1300200683-0002 209418.42
 LLA :
 AQ 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N6588611WX1A075
 COST CODE: 00001WX1A075

610002 1300200683-0002 4862.25
 LLA :
 AQ 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N6588611WX1A075
 COST CODE: 00001WX1A075

610102 1300200683-0002 2625.45
 LLA :
 AQ 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N6588611WX1A075
 COST CODE: 00001WX1A075

610202 1300200683-0002 10224.21
 LLA :
 AQ 97X4930 NA2E 252 77777 0 065886 2F 8E0038
 Standard Number: N6588611WX1A075
 COST CODE: 00001WX1A075

MOD 16 Funding 227130.33
 Cumulative Funding 5869571.66

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-01 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H-02 AWARD TERM CLAUSE

The Award Term Clause and Plan have been deleted as they are applicable to the basic contract only.

H-03 AWARD TERM PLAN

The Award Term Clause and Plan have been deleted as they are applicable to the basic contract only.

H-04 5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

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

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

H-05 5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

H-06 5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

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

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interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment used in performance of this contract.

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

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

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

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

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

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

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

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

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

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

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

(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

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utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of one year after the date of completion of the contract. (FAR 9.505-1(a))

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

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

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

[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 9.505-4(b))

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense for a period of one year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d)

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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.

Post Award Conference

H-07 POST AWARD CONFERENCE

A post award conference will be held as specified in the basic contract. The Government will notify the contractor of the time and location after the award of the task order.

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

H-08 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

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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.

(End of clause)

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SECTION I CONTRACT CLAUSES

I-01 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data

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or computer software subject to restrictive legends.

I-02 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this

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clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Performance Work Statement

DD1423s CDRLs

Performance Standards Matrix

Task Order Manager (TOM) Appointment Letter