

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 25-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. 251ULO140005	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A	

NAVAIR Aircraft Division Pax River  
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Patuxent River MD 20670  
theresa.newbold@navy.mil 301-757-2523

DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) LTM, Inc. 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-M802
		10B. DATED (SEE ITEM 13) 01-Jul-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.
[ ]	
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of funds and 43.103(b) unilateral mod per LTM Eric Norris

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return \_\_\_ copies to the issuing office.

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) May O Dimitrov, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/May O Dimitrov (Signature of Contracting Officer)	16C. DATE SIGNED 25-Sep-2014

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:

1) Deobligate funding from CLIN 3200 as follows:

CLIN/SLIN 320005, ACRN AR, the Obligation Amount is decreased from \$173,000.00 by \$7,888.93 to \$165,111.07.

CLIN/SLIN 320006, ACRN AS, the Obligation Amount is decreased from \$37,325.01 by \$2,799.38 to \$34,525.63.

CLIN/SLIN 320007, ACRN AT, the Obligation Amount is decreased changed from \$37,325.01 by \$2,799.38 to \$34,525.63.

Update Section G Contract Administration Clause SEA 5252,232-9104 Allotment of Funds (1993).

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 decreased from \$5,559,916.02 by \$13,487.69 to \$5,546,428.33.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
320005	Fund Type - TBD	12,975.00	(7,888.93)	5,086.07
320006	Fund Type - TBD	2,799.38	(2,799.38)	0.00
320007	Fund Type - TBD	2,799.38	(2,799.38)	0.00

The total value of the order is hereby increased from \$5,657,157.00 by \$0.00 to \$5,657,157.00.

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

CLIN/SLIN	From	To
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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
1000	R706	Provide LogisticsSupport Services for PMA-273, NavyUndergraduate Flight Training Programs in accordance with SOW and CDRLs (Fund Type - TBD)	1.0	LO			\$1,136,447.00
100001	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
100002	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
100003	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
100004	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
100005	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
100006	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
100007	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
100008	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
100009	R706	Incremental funding in support of CLIN 1000 (Fund Type -TBD)					
1100	R706	Provide LogisticsSupport Services for PMA-273, NavyUndergraduate Flight Training Programs in accordance with SOW and CDRLs (Fund Type - TBD)	1.0	LO			\$1,212,852.00
110001	R706	Incremental funding in support of CLIN 1100 (Fund Type -TBD)					
110002	R706	Incremental funding in support of CLIN 1100 (Fund Type -TBD)					
110003	R706	Incremental funding in support of CLIN 1100 (Fund Type -TBD)					
110004	R706	Incremental funding in support of CLIN 1100 (Fund Type -TBD)					
110005	R706	Incremental funding in support of CLIN 1100 (Fund Type -TBD)					
1200	R706	Provide LogisticsSupport Services for PMA-273, NavyUndergraduate Flight	1.0	LO			\$1,323,500.01

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Training Programs in accordance with SOW and CDRLs (Fund Type - TBD)					
120001	R706	Incremental funding in support of CLIN 1200 (Fund Type -TBD)					
120002	R706	Incremental funding in support of CLIN 1200 (Fund Type -TBD)					
120003	R706	Incremental funding in support of CLIN 1200 (Fund Type -TBD)					
120004	R706	Incremental funding in support of CLIN 1200 (Fund Type -TBD)					
120005	R706	Incremental funding in support of CLIN 1200 (Fund Type -TBD)					
120006	R706	Incremental funding in support of CLIN 1200 (Fund Type -TBD)					
120007	R706	Incremental funding in support of CLIN 1200 (Fund Type -TBD)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000	R706	ODCs in support of CLIN 1000 Estimated Material \$5,878.11 Estimated NMCI \$29,849.40 Estimated Travel \$31,344.40 (Fund Type - TBD)	1.0	LO	\$102,410.00
300001	R706	Incremental funding in support of CLIN 3000 (Fund Type -TBD)			
300002	R706	Incremental funding in support of CLIN 3000 (Fund Type -TBD)			
300003	R706	Incremental funding in support of CLIN 3000 (Fund Type -TBD)			
300004	R706	Incremental funding in support of CLIN 3000 (Fund Type -TBD)			
300005	R706	Incremental funding in support of CLIN 3000 (Fund Type -TBD)			
300006	R706	Incremental funding in support of CLIN 3000 (Fund Type -TBD)			
3100	R706	ODCs in support of CLIN 1100 Estimated Material \$5878.11 Estimated NMCI \$29,849.40 Estimated Travel \$31,344.40 (Fund Type - TBD)	1.0	LO	\$138,137.51
310001	R706	Incremental funding for CLIN 3100 (Fund Type -TBD)			
3200	R706	ODCs in support of CLIN 1000 Estimated Material \$5,878.11 Estimated NMCI \$29,849.40 Estimated Travel \$31,344.40 (Fund Type - TBD)	1.0	LO	\$108,350.01
320001	R706	Incremental funding in support of CLIN 3200 (Fund Type -TBD)			
320002	R706	Incremental funding in support of CLIN 3200 (Fund Type -TBD)			
320003	R706	Incremental funding in support of CLIN 3200 (Fund Type -TBD)			
320004	R706	Incremental funding in support of CLIN 3200 (Fund Type -TBD)			
320005	R706	Incremental funding in support of CLIN 3200 (Fund Type -TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
320006	R706	Incremental funding in support of CLIN 3200 (Fund Type -TBD)			
320007	R706	Incremental funding in support of CLIN 3200 (Fund Type -TBD)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R706	Provide LogisticsSupport Services for PMA-273, NavyUndergraduate Flight Training Programs in accordance with SOW and CDRLs (Fund Type - TBD)	1.0	LO			\$1,177,462.00
400001	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
400002	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
400003	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
400004	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
400005	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
400006	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
400007	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
400008	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
400009	R706	Funding in support of CLIN 4000 (Fund Type -TBD)					
4100	R706	Provide LogisticsSupport Services for PMA-273, NavyUndergraduate Flight Training Programs in accordance with SOW and CDRLs (Fund Type - TBD)	1.0	LO			\$358,924.47
410001	R706	Funding in support of CLIN 4100 (Fund Type -TBD)					
410002	R706	Funding in support of CLIN 4100 (Fund Type -TBD)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R706	ODCs in support of CLIN 1000 Estimated Material \$5,878.11 Estimated NMCI \$29,849.40 Estimated Travel \$31,344.40 (Fund Type - TBD)	1.0	LO	\$79,074.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600001	R706	Funding in support of CLIN 6000 (Fund Type -TBD)			
600002	R706	Funding in support of CLIN 6000 (Fund Type -TBD)			
600003	R706	Funding in support of CLIN 6000 (Fund Type -TBD)			
600004	R706	Funding in support of CLIN 6000 (Fund Type -TBD)			
600005	R706	Funding in support of CLIN 6000 (Fund Type -TBD)			
600006	R706	Funding in support of CLIN 6000 (Fund Type -TBD)			
6100	R706	ODCs in support of CLIN 1000 Estimated Material \$5,878.11 Estimated NMCI \$29,849.40 Estimated Travel \$31,344.40 (Fund Type - TBD)	1.0	LO	\$20,000.00
610001	R706	Funding in support of CLIN 6100 (Fund Type -TBD)			
610002	R706	Funding in support of CLIN 6100 (Fund Type -TBD)			

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

All CLINs are Cost Reimbursable to include travel and materials.

The exercise of option CLIN 4000 and 4100 is contingent upon the award term option period at the basic contract level being exercised.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Naval Undergraduate Flight Training Systems Performance Based SOW

#### (5.1) Integrated Logistics Management Support

##### (5.1.1) Participate in meetings as required.

(5.1.2) Provide source data in a draft format and update acquisition and logistics documents, including, but not limited to: Acquisition Logistics Support Plans, Integrated Logistics Support Plans, Configuration Management Plans, Post Production Support Plans, and Demilitarization Plans.

(5.1.3) Provide recommendations for the development of supportability analyses, Statements of Work (SOW), Statements of Objective (SOO), Performance Work Statements (PWS), and Performance Based Supportability Specifications for new and modification programs.

(5.1.4) Analyze Contractor Logistics Support (CLS) contractor's budget submittal.

(5.1.5) Perform technical evaluations of the CLS and Production contractors' proposals to modify existing contracts and engineering change proposals.

(5.1.6) Provide inputs for logistics data calls.

(5.1.7) Develop and prepare Logistics briefings for all required meetings and draft and finalize minutes for distribution.

(5.1.8) Use GOSTRACK (T45TS) or an approved tracking system to add/update action chits/action items generated at all ILS meetings.

(5.1.9) Conduct analyses of Support Equipment Recommendation Data (SERD) and track all recommendations.

(5.1.10) Review excess equipment lists for applicability to the Naval Undergraduate Flight Training Systems platforms.

(5.1.11) Maintain the Navy approved spares model (Aviation Readiness Relate to Ownership of Weapons Replaceable Spares).

(5.1.12) Conduct logistics impact assessments of new technology programs that may be utilized in support of PMA-273.

(5.1.13) Analyze identified logistics risks and make recommendations in support of logistics risk management. Provide recommendations for timely ILS program implementation and support.

(5.1.14) Utilize the NAVAIR Logistics Tools, Naval Aviation Logistics Data Analysis (NALDA), Government On Line Database (GOLD), GOSNET, Crystal Reports, Deckplate and Livelink, as needed to:

(1) Identify and document reliability system problems,

(2) Develop alternative support solutions,

(3) Identify and evaluate consumables that have potential for repair,

(4) Identify and evaluate repairables that have potential for reduction in turnaround time,

(5) Prepare Readiness, Supportability and Affordability analysis as required.

(5.1.15) Update and maintain the Logistics Project Tracker as required.

(5.1.16) Generate and track Procurement Initiation Documents (PIDs) and funding documents for the Contract Depot Field Team (CDFT), Intermediate Maintenance Program (IMP), Strip & Paint (S&P) and In-Service Repair (ISR) efforts.

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(5.1.17) Participate in the weekly Logistics Conference Call with all stakeholders.

(5.1.18) Disseminate all Training Air Wing Daily Status Reports and Engine Availability Daily Status Reports.

(5.1.19) Analyze the information submitted for determining the planning, coordination and cost of aircraft Crash Damage Repairs

(5.1.20) Maintain metric charts, including, but not limited to, Ready for Training (RFT), Sortie Completion Rate (SCR), Flight Hour and aircraft mission capability charts.

(5.1.21) Retrieve and provide analysis of data from the Aircraft Engine Management System (AEMS). Analysis shall include but not be limited to reliability and readiness status, history and forecasts.

(5.1.22) Provide inputs and support in the development of the Occupational Safety Improvement Program (OSIP) for new and existing aircraft modifications.

(5.1.23) Provide detailed logistics analysis of Contract Data Requirement List (CDRL) deliverables for the Contractor Logistics Support (CLS), the Power By the Hour and the Production contracts.

## (5.2) Analysis Maintenance Planning & Development

(5.2.1) Conduct detailed analysis of Reliability Centered Maintenance (RCM) data.

(5.2.2) Maintain and update Navy Reliability Centered Maintenance/Integrated Reliability-Centered Maintenance System (RCM/IRCMS) database.

(5.2.3) Maintain the Optimized Organizational Maintenance Activity (OOMA) Baseline and serve as the Baseline manager for training Aircraft where required.

(5.2.4) Analyze Maintenance and logistics cost databases and provide assessments of logistics support cost, schedules, and availability.

(5.2.5) Review Logistics Support (LS) Analysis Records and Level of Repair Analysis (LORA) to make recommendations for inclusion in the maintenance plan.

(5.2.6) Review Source, Maintenance & Recoverability (SM&R) codes and make recommendations for proposed SM&R code changes.

(5.2.7) Utilize the Configuration Management Information Systems (CMIS) as required.

(5.2.8) Participate in site activations and prepare site activation support plans as required.

(5.2.9) Conduct site evaluations and prepare site evaluation reports as required.

## (5.3) Configuration Management Support

(5.3.1) Provide Configuration Management (CM) expertise in support of maintaining the Navy's approved Configuration Management plan for the Naval Undergraduate Flight Training Systems.

(5.3.2) Perform logistics impact assessments and analyses of Pre Planned Product Improvements, Engineering Change Proposals (ECP), Engineering Investigation (EI) Requests, Quality Deficiency Reports (QDR), Technical Publication Deficiency Reports (TPDR), Bulletins, AGE Bulletins, Technical Directives, Statements of Work, and other engineering and logistics products and documents in support of the PMA-273. Provide detailed independent analyses to ensure the attainment of operational, maintenance and logistics objectives. Implement and maintain a system for tracking proposed changes to all documents after review. Perform comparative engineering assessments and cost analyses of proposed changes for impacts on operational and field services. Develop a basis for estimating the costs of proposed changes including installation costs and schedules.

(5.3.3) Maintain a repository, such as the TDSA, of all Configuration Management changes, documentation, technical directives and correspondence.



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(5.3.4) Review and analyze requests for deviations and waivers

(5.3.5) Prepare administrative Configuration Control Board packages for the Naval Undergraduate Flight Training Systems Configuration Manager.

(5.3.6) Develop and maintain a tracking chart for all Engineering Changes and associated Technical Directives. Coordinate the review of all technical directives and review for compliance with NAVAIR 00-25-300. The contractor shall analyze and evaluate proposed Rapid Action Minor Engineering Changes (RAMECs) and other configuration change documents.

(5.3.7) Conduct a weekly TD/Modification Status meeting with the prime contractor, Fleet Support Team, CLS, and any other contractor or Government representative in attendance.

(5.3.8) Review all proposed Time Compliance Technical Orders (TCTOs) and Technical Directives for Naval Undergraduate Flight Training Systems.

(5.4) Supportability Analysis

(5.4.1) Provide simulation and modeling support for Readiness Based Sparing and Provisioning models.

(5.4.2) Recommendations for developing and maintaining comprehensive affordable readiness plans.

(5.4.3) Conduct analysis of contractor prepared support plans to ensure maintenance and logistics support requirements are adequately planned.

(5.4.4) Analyze engine spares usage histories to adjust scheduled inspection intervals or change scope determined by analysis of maintenance data, maintenance strategies and avionics upgrades.

(6.0) Deliverables

CDRLs A001 and A002 are required by the RFP. Team LTM believes the additional 4 CDRLs (Figure 2-1) are sufficient to document and report the work performed.

No. CDRL Frequency

A001 Monthly Progress Reports Monthly

A002 Monthly Funds and Expenditure Reports Monthly

A003 Logistics Planning Documents As required

A004 RCM Analyses (In IRCMS) As Required

A005 Supportability Analyses Documents As Required

A006 Configuration Management Documentation As Required

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

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Procuring Contracting Officer (PCO) [Attachment 5]. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause,

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reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

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

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with **CDRL A007** and **CDRL A008**. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

Contract.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

1000	7/1/2006 - 5/31/2007
1100	6/1/2007 - 5/31/2008
1200	6/1/2008 - 5/31/2009
3000	7/1/2006 - 5/31/2007
3100	6/1/2007 - 5/31/2008
3200	6/1/2008 - 5/31/2009
4000	6/1/2009 - 5/31/2010
4100	6/1/2010 - 5/31/2011
6000	6/1/2009 - 5/30/2010
6100	6/1/2010 - 5/31/2011

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

Base Year CLIN 1000 1 July 2006 - 31 May 2007

Base Year CLIN 3000 1 July 2006 - 31 May 2007

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

Option I CLIN 1100 1 June 2007 - 31 May 2008

Option II CLIN 1200 1 June 2008 - 31 May 2009

Option I CLIN 3100 1 June 2007 - 31 May 2008

Option II CLIN 3200 1 June 2008 - 31 May 2009

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

Option III CLIN 4000 1 June 2009 - 31 May 2010

Option IV CLIN 4100 1 June 2010 - 31 May 2011

Option III CLIN 6000 1 June 2009 - 31 May 2010

Option IV CLIN 6100 1 June 2010 - 31 May 2011

Place of Performance:

Place of Performance	Percentage of Effort	% On-Site Government	% Off-Site Contractor	Security Classification
Patuxent River, MD	58%	60%	40%	Unclassified
Cherry Point, NC	17%	0%	100%	Unclassified

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Wright Patterson, OH	17%	50%	50%	Unclassified
NAS Kingsville, TX	8%	100%	0%	Unclassified

#### 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 5 years.

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## SECTION G CONTRACT ADMINISTRATION DATA

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:

SLIN ACRN Amount Obligated

"See Accounting Data below."

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Kenton W. Ward

Code: NAWCAD 6.6.1.5

Mailing Address: PMA 273 BLDG 3258, 22581 Saufley Road Patuxent River MD 20670

Telephone: 301-757-5192

Commercial 301-757-5192

DSN 342-5192

- (b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan (SeaPort TOM Appointment Letter, Attachment 4),

attached.

- (c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore,

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate



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payment clauses in this contract when submitting payment requests.

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

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

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

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

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

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

WAWF Invoice Type: Access the following web site for information on invoice types: [http://www.wawftraining.com/courses/\\_content\\_package/content\\_files/menuTree.html](http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html)

Issuing Office DODAAC	N00421
Admin Office DODAAC:	S5111A
Inspector DODAAC (if applicable):	
Service Approver DODAAC (for Final Cost Voucher) (if applicable)	S5111A
Acceptor DODAAC (if applicable):	S5111A
Local Processing Office (LPO –if applicable):	
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	HAA210
Paying Office DODAAC:	HQ0338

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

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

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

Name: Kenton W. Ward

Email: [kenton.ward@navy.mil](mailto:kenton.ward@navy.mil)

Phone: 301-757-5192

Role: Task Order Manager (TOM)

**SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) (Updated in Mod 23)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available

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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:

ITEM(S).....	ALLOTTED TO COST.....	ALLOTTED TO FEE.....	ESTIMATED POP
CLINs 1000/3000..	██████████	██████████	07/01/2006 - 05/31/2007
CLINs 1100/3100..	██████████	██████████	06/01/2007 - 05/31/2008
CLINs 1200/3200..	██████████	██████████	06/01/2008 - 05/31/2009
CLINs 4000/6000..	██████████	██████████	06/01/2009 - 05/31/2010
CLINs 4100/6100..	██████████	██████████	06/01/2010-05/31/2011

(To be provided at the task order level)

(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 1200/3000/3100/3200 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

#### FUNDING PROFILE

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

Total

Base Year:

Total Cost Base Year - \$1,238,857

Funds this Action - \$0.00 (\$0.00 Labor; \$0.00 ODC)

Previous Funding - \$0.00

Funds Available - \$1,237,857.00

Balance Unfunded - \$1,000.00

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**Option 1:**

Total Cost Option Year One- \$1,350,989.51

Funds this Action - \$0.00 (\$0.00 Labor; \$0.00 ODC)

Previous Funding - \$0.00

Funds Available - \$1,333,173.00

Balance Unfunded - \$17,816.51

**Option 2:**

Total Cost Option Year Two- \$1,436,850.02

Funds this Action - (\$13,487.69)

Funds Available - \$1,418,362.33

Balance Unfunded - \$18,487.69

**Option 3:**

Total Cost Option Year Three- \$1,256,536.00

Funds this Action - \$196,500.00 (\$184,500.00 Labor; \$12,000.00ODC)

Previous Funding - \$163,000.00

Funds Available - \$1,253,036.00

Balance Unfunded - \$3,500.00

Total Funds Available on Contract (Base Year, Option Year 1, 2 & 3) - \$5,255,916.02

**Option 4:**

Total Cost Option Year Four-\$378,924.47

Funds this Action-\$147,000.00 (\$140,000.00 Labor; \$7,000.00 ODC)

Previous Funding-\$157,000.00

Funds Available-\$304,000.00

Balance Unfunded-\$74,924.47

Total Funds Available on Contract (Base Year, Option Year 1, 2, 3, &4) -\$5,559,916.02.

**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 106,752 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

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level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 411 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the

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period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.(j) Deleted per Amendment 0001

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

#### Accounting Data

SLINID	PR Number	Amount
100001	0010171370-0001	318281.00

LLA :  
AA 1761804 4A4N 251 00019 0 050119 2D 000000

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COST CODE: AIR30PRL1516  
CIN 001017137000006

100002 0010171370-0001 70385.00  
LLA :  
AB 1761804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL1616  
CIN 001017137000002

100003 0010171370-0001 32896.00  
LLA :  
AC 1761804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL2011  
CIN 001017137000004

100004 0010171370-0001 32896.00  
LLA :  
AD 1761804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL2416  
CIN 001017137000003

300001 0010171370-0001 41719.00  
LLA :  
AA 1761804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL1516  
CIN 001017137000006

300002 0010171370-0001 11615.00  
LLA :  
AB 1761804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL1616  
CIN 001017137000002

300003 0010171370-0001 6870.00  
LLA :  
AC 1761804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL2011  
CIN 001017137000004

300004 0010171370-0001 6870.00  
LLA :  
AD 1761804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL2416  
CIN 001017137000003

BASE Funding 521532.00  
Cumulative Funding 521532.00

MOD 05

100005 0010197198 351181.00  
LLA :  
AE 1771804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL1566  
CIN: 001019719800005  
ACRN: AE

100006 0010197198 68500.00  
LLA :  
AF 1771804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL1616  
CIN: 001019719800001  
ACRN: AF

100007 0010197198 68500.00  
LLA :  
AG 1771804 4A4N 251 00019 0 050119 2D 000000  
COST CODE: AIR30PRL1656  
CIN: 001019719800007  
ACRN: AG

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100008 0010197198 96404.00  
 LLA :  
 AH 1771804 4A4N 251 00019 0 050119 2D 000000  
 COST CODE: AIR30PRL2011  
 CIN: 001019719800003  
 ACRN: AH

100009 0010197198 96404.00  
 LLA :  
 AJ 1771804 4A4N 251 00019 0 050119 2D 000000  
 COST CODE: AIR30PRL2416  
 CIN: 001019719800004  
 ACRN: AJ

300005 0010197198 10336.00  
 LLA :  
 AE 1771804 4A4N 251 00019 0 050119 2D 000000  
 COST CODE: AIR30PRL1566  
 CIN: 001019719800006  
 ACRN: AE

300006 0010197198 25000.00  
 LLA :  
 AF 1771804 4A4N 251 00019 0 050119 2D 000000  
 COST CODE: AIR30PRL1616  
 CIN: 001019719800002  
 ACRN: AF

MOD 05 Funding 716325.00  
 Cumulative Funding 1237857.00

MOD 08 Funding 0.00  
 Cumulative Funding 1237857.00

MOD 09

110001 0010216628 620835.49  
 LLA :  
 AE 1771804 4A4N 251 00019 0 050119 2D 000000  
 COST CODE: AIR30PRL1566  
 CIN 001021662800001

310001 0010216628 138137.51  
 LLA :  
 AE 1771804 4A4N 251 00019 0 050119 2D 000000  
 COST CODE: AIR30PRL1566  
 CIN 001021662800002

MOD 09 Funding 758973.00  
 Cumulative Funding 1996830.00

MOD 10

110002 0010216628-0001 99200.00  
 LLA :  
 AE 1771804 4A4N 251 00019 0 050119 2D 000000  
 COST CODE: AIR30PRL1566  
 CIN 001021662800003

MOD 10 Funding 99200.00  
 Cumulative Funding 2096030.00

MOD 12

110003 N0001908HQCS64M 95000.00  
 LLA :  
 AK 1781804 4A4N 251 00019 0 050120 2D 000000  
 Cost Code: HQ018HQCS64M  
 CIN: N0001908HQCS64M0001

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110004 N0001908HQCS65M 95000.00  
 LLA :  
 AL 1781804 4A4N 251 00019 0 050120 2D 000000  
 Cost Code: HQ018HQCS65M  
 CIN: N0001908HQCS65M0002

110005 N0001908HQCS66M 285000.00  
 LLA :  
 AM 1781804 4A4N 251 00019 0 050120 2D 000000  
 Cost Code: HQ018HQCS66M  
 CIN: N0001908HQCS66M0001

MOD 12 Funding 475000.00  
 Cumulative Funding 2571030.00

MOD 13

120001 1300104104 222740.00  
 LLA :  
 AN 1781804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: HQ018PR06147  
 CIN 130010410400001

120002 1300104106 360760.00  
 LLA :  
 AP 1781804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: HQ018PR06149  
 CIN 130010410600001

320001 1300104104 24175.00  
 LLA :  
 AN 1781804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: HQ018PR06147  
 CIN 130010410400002

320002 1300104106 24175.00  
 LLA :  
 AP 1781804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: HQ018PR06149  
 CIN 130010410600002

MOD 13 Funding 631850.00  
 Cumulative Funding 3202880.00

MOD 14

120003 1300115753 162358.18  
 LLA :  
 AQ 1791804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: A00000073473  
 CIN: 130011575300001

120004 1300116358 348565.57  
 LLA :  
 AU 1791804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: A00000080154  
 CIN 130011635800001

120005 1300115690 160025.00  
 LLA :  
 AR 1791804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: A00000072944  
 CIN: 130011569000001

120006 1300115689 34525.63  
 LLA :  
 AS 1791804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: A00000072943



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CIN 130011568900001

120007 1300115731 34525.63  
LLA :  
AT 1791804 4A4N 251 00019 0 050120 2D 000000  
COST CODE: A00000072945  
CIN: 130011573100001

320003 1300115753 13164.18  
LLA :  
AQ 1791804 4A4N 251 00019 0 050120 2D 000000  
COST CODE: A00000073473  
CIN: 130011575300002

320004 1300116358 28262.07  
LLA :  
AU 1791804 4A4N 251 00019 0 050120 2D 000000  
COST CODE: A00000080154  
CIN: 130011635800002

320005 1300115690 12975.00  
LLA :  
AR 1791804 4A4N 251 00019 0 050120 2D 000000  
COST CODE: A00000072944  
CIN 130011569000002

320006 1300115689 2799.38  
LLA :  
AS 1791804 4A4N 251 00019 0 050120 2D 000000  
COST CODE: A00000072943  
CIN 130011568900002

320007 1300115731 2799.38  
LLA :  
AT 1791804 4A4N 251 00019 0 050120 2D 000000  
COST CODE: A00000072945  
CIN: 130011573100002

MOD 14 Funding 800000.02  
Cumulative Funding 4002880.02

MOD 17

400001 1300128298 156483.64  
LLA :  
AV 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA  
CIN 130012829800001  
COST CODE: A00000205591

400002 1300128298 169234.16  
LLA :  
AW 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA  
CIN 130012829800003  
COST CODE: A10000205591

400003 1300128298 253851.24  
LLA :  
AX 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA  
CIN 130012829800005  
COST CODE: A20000205591

600001 1300128298 15747.32  
LLA :  
AV 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA

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COST CODE: A00000205591  
CIN 130012829800002

600002 1300128298 17030.43  
LLA :  
AW 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA  
COST CODE: A10000205591  
CIN 130012829800004

600003 1300128298 25545.65  
LLA :  
AX 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA  
CIN 130012829800006  
COST CODE: A20000205591

MOD 17 Funding 637892.44  
Cumulative Funding 4640772.46

MOD 18

400003 1300128298 (120000.00)  
LLA :  
AX 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA  
CIN 130012829800005  
COST CODE: A20000205591

400004 1300141112 117751.32  
LLA :  
AY 1701804 4A4N 252 00019 0 050120 2D 000000 A00000335028  
Standard Number: NA  
CIN:130014111200001

400005 1300141112 13083.48  
LLA :  
AY 1701804 4A4N 252 00019 0 050120 2D 000000 A00000335028  
Standard Number: NA  
CIN:130014111200002

400006 1300141112 236058.16  
LLA :  
AZ 1701804 4A4N 252 00019 0 050120 2D 000000 A00000335028  
Standard Number: NA  
CIN: 130014111200003

600002 1300128298 (1113.03)  
LLA :  
AW 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA  
COST CODE: A10000205591  
CIN 130012829800004

600003 1300128298 (25545.65)  
LLA :  
AX 1791804 4A4N 251 00019 0 050120 2D 000000  
Standard Number: NA  
CIN 130012829800006  
COST CODE: A20000205591

600004 1300141107 17704.64  
LLA :  
BA 1701804 4A4N 252 00019 0 050120 2D 000000 A00000335025  
Standard Number: NA

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CIN:130014110700001

600005 1300141101 17704.64  
LLA :  
BB 1701804 4A4N 252 00019 0 050120 2D 000000 A00000334992  
Standard Number: NA  
CIN: 130014110100001

MOD 18 Funding 255643.56  
Cumulative Funding 4896416.02

MOD 19

400007 1300153583 80000.00  
LLA :  
BC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000418855  
Standard Number: na  
COST CODE: A00000418855  
CIN 13001535830000

400008 1300154264 83000.00  
LLA :  
BD 1701804 4A4N 252 00019 0 050120 2D 000000 A00000422853  
Standard Number: na  
COST CODE: A00000422853  
CIN 130015426400001

MOD 19 Funding 163000.00  
Cumulative Funding 5059416.02

MOD 20

400009 1300154264-0001 184500.00  
LLA :  
BD 1701804 4A4N 252 00019 0 050120 2D 000000 A00000422853  
Standard Number: N/A  
CIN 130015426400002: \$184,500.00

600006 1300154264-0001 12000.00  
LLA :  
BD 1701804 4A4N 252 00019 0 050120 2D 000000 A00000422853  
Standard Number: N/A  
CIN 130015426400003: \$12,000.00

MOD 20 Funding 196500.00  
Cumulative Funding 5255916.02

MOD 21

410001 1300141112-0001 150000.00  
LLA :  
BE 1701804 4A4N 252 00019 0 050120 2D 000000 A10000335028  
COST CODE: A10000335028  
CIN 130014111200005: \$150,000.00

610001 1300141112-0001 7000.00  
LLA :  
BE 1701804 4A4N 252 00019 0 050120 2D 000000 A10000335028  
COST CODE: A10000335028  
CIN 130014111200006

MOD 21 Funding 157000.00

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Cumulative Funding 5412916.02

MOD 22

410002 130014112-0002 140000.00  
 LLA :  
 BE 1701804 4A4N 252 00019 0 050120 2D 000000 A10000335028  
 Cost Code: A10000335028  
 CIN:130014111200007

610002 130014112-0002 7000.00  
 LLA :  
 BE 1701804 4A4N 252 00019 0 050120 2D 000000 A10000335028  
 Cost Code: A10000335028  
 CIN: 130014111200008

MOD 22 Funding 147000.00  
 Cumulative Funding 5559916.02

MOD 23

320005 1300115690 (7888.93)  
 LLA :  
 AR 1791804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: A00000072944  
 CIN 130011569000002

320006 1300115689 (2799.38)  
 LLA :  
 AS 1791804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: A00000072943  
 CIN 130011568900002

320007 1300115731 (2799.38)  
 LLA :  
 AT 1791804 4A4N 251 00019 0 050120 2D 000000  
 COST CODE: A00000072945  
 CIN: 130011573100002

MOD 23 Funding -13487.69  
 Cumulative Funding 5546428.33

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

(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

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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.

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

(FAR 9.505-1(a))

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

☒ (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

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services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement.

The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 2 years after the terms of this contract. (FAR

9.505-2(a)(1))

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

☒ (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting

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

☒ (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such

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statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts.

Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and



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(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

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

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

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

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in

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conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

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

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

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

(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

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to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

#### 5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and

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telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.216-8 -- FIXED FEE (MAR 1997)

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

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Metrics

Attachment 2 - Personnel Qualifications

Attachment 3 - Worksheet for CDRL subtitled Information Technology Personnel Security Report for the COR

Attachment 4 - SeaPort TOM Appointment Letter

Attachment 5 - Worksheet for CDRL subtitle Information Technology Personnel Security Report for NAVAIR

Security

Exhibit A - CDRLS - 7 May 2008