

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 06-Apr-2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 EBES.OLUMESE@NAVY.MIL 301-757-6531	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA DAYTON AREA C, BUILDING 30, 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5302	CODE	S3605A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
EBES.OLUMESE@NAVY.MIL 301-757-6531

DCMA DAYTON
AREA C, BUILDING 30, 1725 VAN PATTON DRIVE
WRIGHT-PATTERSON AFB OH 45433-5302

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Applied Logistics Services, Inc. 618 West Elnora Street Odon IN 47562	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5346-M801
	10B. DATED (SEE ITEM 13) 01-May-2009
CAGE CODE 4XQ10	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)

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

<input type="checkbox"/>	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"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Administrative Modification

E. IMPORTANT: Contractor 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) Kenneth Sherman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Kenneth Sherman (Signature of Contracting Officer)	16C. DATE SIGNED 08-Apr-2011
(Signature of person authorized to sign)			

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to highlight the ACRN/COST CODE changes made on Mod 06 ... Accordingly, said Task Order is modified as follows:

From

520003 1300191383 17800.00
LLA : AJ 1711804 4A4N 252 00019 0 050120 2D 000000
COST CODE: A00000656789 CIN: 130019138300002

520004 1300191383 33613.00
LLA : AJ 1701804 4A4N 252 00019 0 050120 2D 000000
COST CODE: A00000656789 CIN: 130019138300003

520005 1300191383 23738.00
LLA : AJ 1701804 4A4N 252 00019 0 050120 2D 000000
COST CODE: A00000656789 CIN: 130019138300004

TO

520003 1300191383 17800.00
LLA : AK 1711804 4A4N 252 00019 0 050120 2D 000000
COST CODE: A10000656789 CIN: 130019138300002

520004 1300191383 33613.00
LLA : AL 1711804 4A4N 252 00019 0 050120 2D 000000
COST CODE: A20000656789 CIN: 130019138300003

520005 1300191383 23738.00
LLA : AM 1711804 4A4N 252 00019 0 050120 2D 000000
COST CODE: A30000656789 CIN: 130019138300004

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 \$1,615,722.56 by \$0.00 to \$1,615,722.56.

The total value of the order is hereby increased from \$1,638,590.41 by \$0.00 to \$1,638,590.41.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 1 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
-----	-----	-----	-----	-----	-----
5000	Logistics Support Services (OTHER)	12.0	LM	\$41,391.50	\$496,698.00
500001	OMN Funding in support of CLIN 5000 in the amount of \$275,000.00 ACRN AA. (O&MN,N)				
500002	OPN Funding in support of CLIN 5000 in the amount of \$221,698.05 ACRN AB. (OPN)				
5100	Logistics Support Services (OTHER)	12.0	LM	\$42,569.29	\$510,831.48
510001	Funding in support of CLIN 5100 in the amount of \$143,407.01 ACRN AC (OTHER)				
510002	Funding in support of CLIN 5100 in the amount of \$275,000.00 ACRN AD (OTHER)				
510003	Funding in support of CLIN 5100 in the amount of \$92,424.47 ACRN AE (OTHER)				
5200	Funding in support of CLIN 5200 in the amount of \$275,000.00 ACRN AG (OTHER)	12.0	LM	\$40,573.83	\$486,885.96
520001	Funding in support of CLIN 5200 in the amount of \$223,498.66 ACRN AG (OTHER)				

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 2 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

520002 Funding in support of CLIN 5200 in the amount of \$23,731.00 ACRN AJ (OTHER)

520003 Funding in support of CLIN 5200 in the amount of \$17,800.00 ACRN AK (OTHER)

520004 Funding in support of CLIN 5200 in the amount of \$33,613.00 ACRN AL (OTHER)

520005 Funding in support of CLIN 5200 in the amount of \$23,738.00 ACRN AM (OTHER)

520006 Funding in support of CLIN 5200 in the amount of \$164,505.34 ACRN AN (OTHER)

5300 Logistics Support Services (OTHER) Option 12.0 LM \$40,719.35 \$488,632.20

5400 Logistics Support Services (OTHER) Option 12.0 LM \$41,977.36 \$503,728.32

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Travel, Material and NMCI (Other) (OPN)		1.0 Lot	\$44,987.20
600001	Deobligating \$22,867.9 from \$44,987.20 OPN Funding in support of CLIN 6000 ACRN AB. (OPN)			
6100	Travel, Material and NMCI (Other) (OPN)		1.0 Lot	\$47,686.43

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 3 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

610001 Funding in support of CLIN 6100 in the amount of \$28,686.47 ACRN AE. (OTHER)

610002 Funding in support of CLIN 6100 in the amount of \$19,000 ACRN AF (OTHER)

6200 Funding in support of CLIN 6200 in the amount of \$51,501.34 ACRN AH (OTHER)

620001 Funding in support of CLIN 6200 in the amount of \$51,501.34 ACRN AH (OTHER)

6300 Travel, Material and NMCI (Other) (OTHER) Option

6400 Travel, Material and NMCI (Other) (OTHER) Option

1.0 Lot \$51,501.34

1.0 Lot \$56,136.46

1.0 Lot \$57,259.18

Additional SLINs may be created to accommodate different types of funds that may be used to fund this effort. CLINs are FFP and Cost Reimbursable. The exercise of Options CLINs is contingent upon the awaree maintaining an active Seaport-e contract.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 4 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.1 Scope

This Statement of Work (SOW) is for Acquisition Support, In-Service Data Analysis Support, and Stockpile Data Analysis and Surveillance required by Program Executive Office Air ASW Assault and Special Mission Programs (PMA-264).

1.2 Background

This SOW is derived from direct knowledge of the data analysis support services required by the Navy sonobuoy program of Government employees previously responsible for these services. Contractor personnel assigned this work shall have at least six years experience in direct support of the sonobuoy logistics program and at least three years experience as an ammunition account manager. PMA-264 is responsible for the development, acquisition and subsequent Life Cycle Support of Sonobuoys. As such, there are certain data analysis related support efforts that need to be accomplished, which are delineated below.

1.3 Tasks

1.3.1 Acquisition Support. The Contractor shall provide acquisition support, to the Secret level, for both 8U Cognizance (COG) and 2E COG sonobuoys, the Contractor shall provide input to, and/or assist with the preparation or management of the following as they pertain to Navy Sonobuoys:

- a. Acquisition Logistics Support Plans (ALSP)
- b. Configuration Management Plans (CMP)
- c. Demilitarization plans & Depot Maintenance Work Requirements (DMWR)
- d. Joint Electronics Type Designation System (JETDS) accounts
- e. Logistics Requirements and Funding System (LRFS)
- f. Maintenance Plans (MP)
- g. Navy Training Systems Plans (NTSP)

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 5 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- h. Operational Logistics Support Summaries (OLSS)
- i. Ordnance Information System (OIS) technical data
- j. Packaging, Handling, Storage & Transportation (PHS&T) plans and documentation; liaison with Navy PHS&T Center
- k. Supply Support Analysis
- l. Training source material and documentation
- m. Transition planning/Transition plans
- n. User Logistics Support Summaries (ULSS)
- o. Other Logistics support efforts as required

1.3.2. In-Service Data Analysis Support. The Contractor shall provide expert in-service data analysis support, up to the Secret level, as required by the Deputy Assistant Program Manager for Production (PMA-264B). These in-service data analysis support tasks will include, but are not limited to:

- a. Attend Sonobuoy Engineering Review Committee (SERC) as Logistics SME
- b. Conduct Navy technical documentation review, comment, and revision
- c. Create and present briefs regarding sonobuoy logistics issues
- d. Create and/or compile technical documentation
- e. Design and author Interactive Electronic Technical Manual (IETM), and other Technical Manual revisions
- f. Design and manage Sonobuoy Web Page content
- g. Design, procure and manage sonobuoy training devices
- h. Draft and implement Notices of Ammunition Reclassification (NAR's)
- i. Draft and maintain Sonobuoy Demilitarization SOP
- j. Draft SPORTS messages and other messages required by the program
- k. Liaison with Fleet training facilities
- l. Maintain Sonobuoy Reference Card (NAVAIR 28-SSQ-500-2)
- m. Manage NCEA for Lot Acceptance Test (LAT) program

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 6 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

n. Manage sonobuoy responses to Conventional Ordnance Discrepancy Reports (CODR's) in the Airborne Weapons Information System (AWIS)

o. Plan and coordinate rework efforts, as required

p. Plan, coordinate and support Sonobuoy Liaison Working Group (SLWG) meetings

q. Print, stock, and distribute IETM

r. Provide Fleet liaison and Fleet support for sonobuoy issues; maintain Sonobuoy Hotline

s. Provide on-site demilitarization assist as required

t. Provide support to Crane NAVAIR Team as required

u. Represent the APML/PM at meetings regarding sonobuoys as required

v. Research emerging logistics issues for the DAPM (e.g., UID, RFID, etc)

w. Respond to Fleet failures and emergencies, on-site as required; initiate and coordinate engineering investigations as required

x. Support special projects as required

y. Other data analysis support services as required

1.3.3. Stockpile Data Analysis and Surveillance. The Contractor shall provide sonobuoy stockpile inventory management, data analysis, distribution asset management, and surveillance services as required by the APML or DAPM/PMA-264B. These tasks will include, but are not limited to:

a. Advise DAPM/PMA-264B regarding outyear procurement planning; update SPIFM

b. Conduct quarterly and end-of-fiscal-year analysis of the sonobuoy stockpiles

c. Conduct trend analysis of OIS-W vs. on-site measurements

d. Liaison with Navy Operational Logistics Support Center (NOLSC) Item Manager (IM) for sonobuoys

e. Maintain sonobuoy lot tracking database

f. Manage three vendor UIC's in OIS

g. Monitor and analyze Periodic Lot Report (PLR); maintain database

h. Monitor and report on stockpile Productivity Ratio Analysis

i. Monitor expenditures against the Non-Combat Expenditure Allocation (NCEA) in the

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 7 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Ordnance Information System (OIS); take corrective action as required

- j. Provide distribution instructions per OPNAV/CFFC guidance
- k. Provide on-site ammunition account reconciliation (ROLMS/OIS) and stockpile management training
- l. Provide periodic report of expenditure rates and stockpile analysis to OPNAV (N88), PMA-264B, and the Fleet Commanders as required
- m. Provide redistribution recommendations to OPNAV/CFFC
- n. Receive new production deliveries into the Navy ordnance management system
- o. Report new production transactions, i.e. issues, receipts, PLR, etc., in OIS
- p. Train Fleet stockpile managers in OIS-W and Automated Identification Technology (AIT) systems
- q. Other sonobuoy stockpile inventory management, data analysis, and surveillance services as required

1.4 Technical Reports

The DD-1423's and Data Item Descriptions identified below are identified as Deliverable Data Items that may be required by delivery orders under this SOW. Addressees and distribution will be included in individual Delivery Orders

SEQ. NO.	DATA DESCRIPTION	DID NUMBER
A001	Contractor's Progress, Status & Mgmt. Report	DI-MGMT-80227
A002	Technical Report – Study/Services – Formal Report	DI-MISC-80508

1.4.1 Contractor's Progress, Status and Management Report: A Contractor's Progress, Status, and Management Report will be required. The format shall be in accordance with A001 above.

1.4.2 Formal Report: The Contractor will provide a copy of all formal reports provided to PMA-264 in accordance with A002 above. A formal report is defined as a trip report, one that consists of more than ten printed pages, the quarterly and yearly inventory reports, or the minutes of the Sonobuoy Liaison Working Group (SLWG).

1.5 Material

1.5.1 Provide sonobuoy-specific material, e.g., pallet tools, etc., as required. PMA-264

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 8 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

shall provide formal request for material with specification requirements to the Contractor. These materials, when requested, shall be separately funded.

1.6 Travel

1.6.1 Travel may be required in execution of Tasks 1.3.1, 1.3.2, and 1.3.3. Fleet stockpile management and reporting assistance will be accomplished via telephone and email to the maximum extent possible. On-site reconciliation will be considered the last resort. The SLWG is convened twice a year on alternate coasts and Hawaii. Meeting attendance will be at the discretion of the APML and DAPM/PMA-264B. The Contractor shall submit a request for travel to PMA-264 via email. The email shall provide the destination, requirement, justification and cost estimate for the intended travel. PMA-264 will fund approved travel before it occurs. This additional funding is for travel expenses only in accordance with the Joint Travel Regulation (JTR). Labor expenses shall be covered as part of the execution of Tasks 1.3.1, 1.3.2, and 1.3.3.

1.6.2 PMA-264 may request the Contractor to support On-site demilitarization. If requested, the Contractor shall propose a person with experience in the removal/disposal of hazardous material from sonobuoys. The Contractor shall submit a resume of the experienced person and a travel cost estimate to the requested site to PMA-264 via email. At its discretion, PMA-264 will provide additional funding to cover this service.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 9 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

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

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 10 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 11 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

CLIN – DELIVERIES OR PERFORMANCE

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

Base Award:

5000	4/30/2009 - 4/29/2010
6000	4/30/2009 - 4/29/2010

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

5100	4/30/2010 – 4/29/2011
5200	4/30/2011 – 4/29/2012
5300	4/30/2012 – 4/29/2013
5400	4/30/2013 - 4/29/2014

6100	4/30/2010 – 4/29/2011
6200	4/30/2011 – 4/29/2012
6300	4/30/2012 – 4/29/2013
6400	4/30/2013 – 4/29/2014

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

The services to be performed herein shall be performed: Approximately 85% percent of the requirement will be on-site NSWC-CRANE IN.

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.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 12 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

Services to be performed hereunder will be provided at NSWC Crane, IN.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 13 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

SECTION G CONTRACT ADMINISTRATION DATA

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

This contract will have both Cost and FFP elements within the pricing structure.

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR2008)

(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 Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(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 and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 14 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

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

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR)(MAY 2006) - ALT I (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 sub-line item number (SLIN)) and the accounting classification reference 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:

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2008)

SLIN	ACRN	Amount Obligated
500001	AA	\$275,000.00
500002	AB	\$221,698.05
600001	AB	\$44,987.20

(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 have their cage code activated by calling 866-618-5988. Once activated, the vendor shall selfregister 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:

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 15 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

<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:	-- Select Combo for Fixed Price Supplies and Services. (Separate Invoices and Receiving Reports may also be used.) -- Select Cost Voucher for all Cost or T&M contracts or CLINs. Questions? Call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2305A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N00421 (Kel Collins)
Ship To DODAAC (for Combo), Service Approver DODAAC (Cost Voucher)	N00421 (Kel Collins)
DCAA Office DODAAC (Used on Cost Voucher's only):	Enter DCAA Office DODAAC
Paying Office DODAAC:	HQ0337

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

Name	Email	Phone	Role
Kel Collins	Kel.Collins@navy.mil	(301) 757-5727	TOM

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 16 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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: Kel Collins
Code: NAVAIR PMA-264LM
Mailing Address: 22581 Saufley Road
Bldg 3258, Patuxent River, MD 20670
Telephone; (301) 757-5727
Commercial
DSN

(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 persons 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.

```
Accounting Data
SLINID  PR Number          Amount
-----
500001  1300123793            275000.00
LLA :
AA 1791804 4D4D 251 00019 0 050120 2D 000000 A00000155301
CIN # 130012379300001

500002  1300117548            221698.05
LLA :
AB 1791810 U3QZ 252 00019 0 050120 2D 000000 A00000091899
CIN # 130011754800001

600001  1300117548            44987.20
LLA :
AB 1791810 U3QZ 252 00019 0 050120 2D 000000 A00000091899
CIN # 130011754800001
```

BASE Funding 541685.25
Cumulative Funding 541685.25

MOD 01 Funding 0.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-08-D-5346	M801	07	17 of 28	

Cumulative Funding 541685.25

MOD 02

510001 1300144732 143407.01
 LLA :
 AC 1701810 U3QZ 252 00019 0 050120 2D 000000
 COST CODE: A00000361143
 CIN: 13001447320001

510002 1300144837 275000.00
 LLA :
 AD 1701804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: A00000362141
 CIN: 130014483700001

510003 1300145652 92424.47
 LLA :
 AE 1701804 4A4N 252 00019 0 050120 2D 000000
 COST CODE: A00000367572
 CIN: 130014565200001

610001 1300145652 28686.43
 LLA :
 AE 1701804 4A4N 252 00019 0 050120 2D 000000
 COST CODE: A00000367572
 CIN: 130014565200001

610002 1300145652 19000.00
 LLA :
 AF 1701804 4A4N 252 00019 0 050120 2D 000000
 COST CODE: A10000367572
 CIN: 130014565200002

MOD 02 Funding 558517.91
 Cumulative Funding 1100203.16

MOD 03 Funding 0.00
 Cumulative Funding 1100203.16

MOD 04

600001 1300117548-0002 (22867.90)
 LLA :
 AB 1791810 U3QZ 252 00019 0 050120 2D 000000 A00000091899
 CIN # 130011754800001

MOD 04 Funding -22867.90
 Cumulative Funding 1077335.26

MOD 05

520001 1300191567 223498.66
 LLA :
 AG 1711804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: A00000658313
 CIN: 130019156700001

520002 1300191383 23731.00
 LLA :
 AJ 1711804 4A4N 252 00019 0 050120 2D 000000
 COST CODE: A00000656789
 CIN: 130019138300001

520003 1300191383 17800.00
 LLA :
 AK 1711804 4A4N 252 00019 0 050120 2D 000000
 COST CODE: A10000656789
 CIN: 130019138300002

520004 1300191383 33613.00
 LLA :
 AL 1711804 4A4N 252 00019 0 050120 2D 000000
 COST CODE: A20000656789
 CIN: 130019138300003

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 18 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

520005 1300191383 23738.00
 LLA :
 AM 1711804 4A4N 252 00019 0 050120 2D 000000
 COST CODE: A30000656789
 CIN: 130019138300004

620001 1300191567 51501.34
 LLA :
 AH 1711804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: A00000658313
 CIN:130019156700002

MOD 05 Funding 373882.00
 Cumulative Funding 1451217.26

MOD 06

520006 1300194004 164505.30
 LLA :
 AN 1711810 U3QZ 252 00019 0 050120 2D 000000
 COST CODE: A00000675085
 CIN: 130019400400001

MOD 06 Funding 164505.30
 Cumulative Funding 1615722.56

MOD 07 Funding 0.00
 Cumulative Funding 1615722.56

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 19 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

52.219-27 -- Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.(May 2004)

(a) *Definition.* "Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.*

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 20 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

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

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

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 21 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 22 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment (NA) "The contract" will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 23 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

(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

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 24 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

consultant to a supplier of these systems of their subsystems extends for a period of 2 years after the terms of this contract. (FA9.505-2(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 services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 2 years after the terms of this contract. (FAR 9.505-2(b)(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)

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assistssubstantially 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

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 25 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

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

**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

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 26 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

5252.211-9502 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.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 27 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **5 days** provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

CONTRACT NO. N00178-08-D-5346	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 07	PAGE 28 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Quality Assurance Surveillance Plan

Exhibit A Contract Data Requirements List (CDRL)

Attachment 1 Revised DD 254