

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 05		3. EFFECTIVE DATE 05-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N00421-09-MR-58382	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 joanna.morris@navy.mil 301-757-6519		
7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		8. PROJECT NO. (If applicable) N/A		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smartronix 22685 Three Notch Road, Suite E California MD 20619-3019		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4563-M801
CAGE CODE 03MT8 FACILITY CODE 965091606		10B. DATED (SEE ITEM 13) 01-Feb-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
[]	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Melinda K. Armsworthy, Sr. Contracts Specialist		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MELINDA K STANN, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Melinda K. Armsworthy (Signature of person authorized to sign)	15C. DATE SIGNED 02-Apr-2009	16B. UNITED STATES OF AMERICA BY /s/MELINDA K STANN (Signature of Contracting Officer)	16C. DATE SIGNED 02-Apr-2009

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The total amount of funds obligated to the task is hereby increased by \$451954.28 from \$582666.39 to \$1034620.67.

The purpose of this modification is to exercise Option Period II, provide incremental funding, realign the CLIN structure, and correct the lines of accounting associated to Option I CLINs. The following changes are hereby incorporated:

- Correct the line of accounting under Option I, SubCLIN 110001 by reducing the funding by \$7125.90 and adding the Cost Code and CIN to the accounting information. (See Section G)
- Add Option 1, SubCLIN 110102 in the amount of \$7125.90. (See Section G)
- Correct the line of accounting under Option I, SubCLIN 310001 by adding the Cost Code and CIN to the accounting information as follows: (Information is does not appear in Section G)

791804 4U3N 251 000019 0 050120 2D 000000
ACRN AE
Cost Code: A10000103192
CIN: 130011879800002

- Realign the CLIN structure.
 - Realign the ceiling from CLINs 4102 and 4103 into CLINs 4100 and 4101. As a result of the realignment, delete CLINs 4102 and 4103.
 - Realign the Realign the ceiling from CLINS 6102 and 6103 into CLINs 6100 and 6101. As a result of the realignment, delete CLINs 6102 and 6103.
- Exercise Option II CLINs 4100, and 4101. Funding is added in the amount of \$450,679.28 to CLIN 4100. No funding is provided for CLIN 4101 under this modification; the contractor may not incur costs under this CLIN until such time as funding is added.
- Exercise Option II CLINs 6100, and 6101. Funding is added in the amount of \$1,275.00 to CLIN 6100. No funding is provided for CLIN 6101 under this modification; the contractor may not incur costs under this CLIN until such time as funding is added.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 1 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Base Period. Services in Accordance with Statement of Work paragraphs 3.1 & 3.5 (O&MN,N)	0.0 LH	\$307,104.00	\$21,497.00	\$328,601.00
1001	Base Period. Increased Capacity within period of performance increases services to support Statement of Work paragraph 3.2 & 3.3 (O&MN,N) Option	0.0 LH	\$173,997.00	\$12,180.00	\$186,177.00
1002	Base Period. Increased Capacity within period of performance increases services to support Statement of Work paragraphs 3.1 & 3.4 (O&MN,N) Option	0.0 LH	\$194,294.72	\$13,600.39	\$207,895.11
1003	Base Period. Increased Capacity within period of performance increases services to support Statement of Work paragraph 3.5 (O&MN,N) Option	0.0 LH	\$154,951.00	\$10,847.00	\$165,798.00
1004	Base Period. 1.0 Lot Technical Data in support of Program/Project Administration in accordance with Statement of Work. Contract	1.0 Lot	\$0.00	\$0.00	\$0.00

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 2 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

Data requirements
List DD Form 1423
(CDRLs) Exhibit
A. Not
separately
priced. (OTHER)

1005	Base Period - Services to support SOW paragraphs 3.1 and 3.5, within period of performance through 12/31/08. (O&MN,N)	0.0 LH	\$85,437.28	\$5,980.61	\$91,417.89
100501	Funding for 1005 (O&MN,N)				
1100	Option Period I. Services in accordance with Statement of Work. (O&MN,N)	0.0 LH	\$143,970.56	\$10,077.94	\$154,048.50
110001	Funding for 1100 (O&MN,N)				
110002	Funding for 1100 (O&MN,N)				
1101	Option Period I. Increased Capacity within period of performance increases services to support Statement of Work. (O&MN,N)	0.0 LH	\$176,713.44	\$12,370.06	\$189,083.50
1104	Option I - 1.0 Lot Technical Data in support of Program/Project Administration in accordance with Statement of Work. Contract Data requirements List DD Form 1423 (CDRLs) Exhibit A. Not separately priced. (O&MN,N)	1.0 Lot	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 3 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

3000	Base Period. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. Paragraph 3.1 & 3.4 under CLIN 1000 (O&MN,N)	1.0 Lot	\$7,594.00
3001	Base Period. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. Paragraph 3.2 & 3.3 under CLIN 1001 (O&MN,N)	1.0 Lot	\$4,080.00
3002	Base Period. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. Paragraph 3.1 & 3.4 under CLIN 1002 (O&MN,N) Option	1.0 Lot	\$10,338.00
3003	Base Period. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. Paragraph 3.5 under CLIN 1003 (O&MN,N) Option	1.0 Lot	\$553.00
3100	Option Period I. Other Direct Costs required to perform effort in support of the Program/Project Administration in	1.0 Lot	\$2,322.00

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 4 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

accordance with
Statement of
Work. (O&MN,N)

310001 Funding for 3100
(O&MN,N)

3101	Option Period I. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. (O&MN,N)	1.0 Lot	\$6,166.00
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For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4100	Option Period II. Services in accordance Statement of Work. (O&MN,N)	0.0	LH	\$684,928.00	\$47,944.00	\$732,872.00
410001	Funding for 4100 (O&MN,N)					
410002	Funding for 4100 (O&MN,N)					
4101	Option Period II. Increased Capacity within period of performance increases services to support Statement of Work (O&MN,N)	0.0	LH	\$193,387.00	\$13,537.00	\$206,924.00
4104	Option Period II. 1.0 Lot Technical Data in support of Program/Project Administration in accordance with Statement of Work. Contract Data requirements List DD Form 1423 (CDRLs) Exhibit A. Not separately priced. (OTHER) Option	1.0	Lot	\$0.00	\$0.00	\$0.00

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 5 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

4200	Option Period III. Increased Capacity within period of performance increases services to support Statement of Work paragraphs 3.1 & 3.4 (O&MN,N) Option	0.0 LH	\$343,842.00	\$24,069.00	\$367,911.00
4201	Option Period III. Increased Capacity within period of performance increases services to support Statement of Work paragraphs 3.2 & 3.3 (O&MN,N) Option	0.0 LH	\$236,836.00	\$16,579.00	\$253,415.00
4202	Option Period III. Increased Capacity within period of performance increases services to support Statement of Work paragraphs 3.1 & 3.4 (O&MN,N) Option	0.0 LH	\$621,231.00	\$43,486.00	\$664,717.00
4203	Option Period III. Increased Capacity within period of performance increases services to support Statement of Work paragraph 3.5 (O&MN,N) Option	0.0 LH	\$39,055.00	\$2,734.00	\$41,789.00
4204	Option Period III. 1.0 Lot Technical Data in support of Program/Project Administration in accordance with Statement of Work. Contract Data requirements	1.0 Lot	\$0.00	\$0.00	\$0.00

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 6 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

List DD Form 1423
(CDRLs) Exhibit
A. Not
separately
priced. (OTHER)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6100	Option Period II. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. (O&MN,N)	1.0 Lot	\$19,264.00
610001	Funding for 6100 (O&MN,N)		
6101	Option Period II. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. (O&MN,N)	1.0 Lot	\$3,438.00
6200	Option Period III. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. Paragraph 3.1 & 3.4 under CLIN 4200 (O&MN,N) Option	1.0 Lot	\$8,184.00
6201	Option Period III. Other Direct Costs required to perform effort in support of the Program/Project Administration in accordance with Statement of Work. Paragraph 3.2 & 3.3 under CLIN 4201	1.0 Lot	\$4,401.00

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 7 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

(O&MN,N)
Option

6202 Option Period 1.0 Lot \$18,055.00
 III. Other Direct
 Costs required to
 perform effort in
 support of the
 Program/Project
 Administration in
 accordance with
 Statement of
 Work. Paragraph
 3.1 & 3.4 under
 CLIN 4202
 (O&MN,N)
 Option

6203 Option Period 1.0 Lot \$553.00
 III. Other Direct
 Costs required to
 perform effort in
 support of the
 Program/Project
 Administration in
 accordance with
 Statement of
 Work. Paragraph
 3.5 under CLIN
 4203 (O&MN,N)
 Option

The maximum ceiling amount for this task order is outlined as follows:

	Period of Performance	Maximum Cost Plus Fixed Fee	Maximum ODC's	Maximum Option Ceiling
Base Year	01 Feb 08 to 31 Dec 08	\$979,889.00	\$22,565.00	\$1,002,454.00
Option I	01 Jan 09 to 04 Apr 09	\$343,132.00	\$8,488.00	\$351,620.00
Option II	05 Apr 09 to 31 Dec 09	\$939,796.00	\$22,702.00	\$962,498.00
Option III	01 Jan 10 to 31 Dec 10	\$1,327,832.00	\$31,193.00	\$1,359,025.00
Totals		\$3,590,649.00	\$84,948.00	\$3,675,597.00

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 8 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

FOR

NAVAIR Analysis & Planning Office (NAPO)

Strategic Planning, Research, Alignment, and Conference Support

1.0 INTRODUCTION: Naval Air Systems Command (NAVAIR), in combination with the Program Executive Offices and Industry partners, are responsible for the development, acquisition, management and maintenance of the Navy's aircraft and weapons systems. In support of this mission, NAVAIR's Analysis and Planning Office (NAPO) performs a myriad of responsibilities associated with current and future Command operations.

NAVAIR NAPO provides centralized resources for research and analysis in support of NAVAIR executive leadership, Command resource sponsors, and Fleet representatives. The NAPO leads the Command's efforts to deal with significant elements of transformation in business practice. Its role is to integrate Command and extended Navy Enterprise wide issues / initiatives to support the enterprise's interests / outcomes. The NAPO coordinates / prioritizes the strategic business analysis, planning, communications, and special project needs of the executive leadership team. The office supports informed decision-making that maximizes return on resources, enhances Naval Aviation readiness by providing underlying business and decision support analyses. The NAPO senior staff works across the Navy Enterprise to coalesce subject-matter experts to perform extended or quick-turnaround analyses on high-priority issues, including engaging directly with CNAF, PEOs / PMAS, OPNAV, and other SYSCOMs to resolve issues and elevate appropriate concerns to the Command executive leadership team. This NAPO works to ensure that critical activities are netted together to produce best outcomes for Navy interests.

2.0 SCOPE

This Statement of Work (SOW) defines the effort required for NAPO day-to-day operations. It includes the associated program management and logistic support planning requirements.

The effort to be performed shall be staffed with personnel having intimate knowledge of and experience in managing many deliverables under tight timelines and supporting multi-criterion decision analysis. Personnel responsible for this effort shall be required to prioritize and execute responsibilities effectively in order to work within this fast-paced, pressure-filled environment. The contractor shall provide qualified resources to effectively execute the support services detailed in paragraph 3.0 below.

3.0 REQUIREMENTS

3.1 The contractor shall function as the liaison between executive leadership and NAPO staff, providing support with

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 9 of 42	FINAL
----------------------------------	----------------------------	-----------------	-------

day-to-day operations. As such, the contractor shall provide support for program operations to include:

- Identify and develop tiger teams consisting of government, contractors, and industry experts assembled for the purpose of researching and providing unbiased solutions for emerging requirements.
- Research, development, and recommend operational decisions, policies, and actions necessary to support future NAVAIR and NAE requirements.
- Perform overall project management and oversight of program resources to include cost, personnel, and materials. Services provided consist of; milestone tracking, logistics, budgeting, reporting, and development of deliverables.
- Monitor and maintain executive calendars to include scheduling and conflict resolution of calendar conflicts.
- Perform data input and maintenance of the Senior Executive Services (SES) Data Management Tool.
- Process, maintain, and reconcile travel orders/claims
- Coordinate and reconcile NAPO budget line items with AIR-00 Business Financial Manager.
- Maintain security documentation to include Non-Disclosure Agreements (NDA) and data entry of visit requests into the BASICS II system.
- Sustain correspondence with Congressional Liaison Office.
- Sustain correspondence with the Senior Executive Service Program Coordinator.
- Coordinate and schedule meetings, conferences and video teleconferencing for the Provider Enabler Working Group.
- Document and prepare meeting minutes and reports for the official files.

3.2 The contractor shall provide support to NAPO staff and shall support the implementation of policies, controls, and operating procedures to maximize effective operations.

3.3 The contractor shall serve as a Point of Contact within NAPO for NAVAIR-related matters and shall serve as liaison among senior executives throughout the Command. The contractor shall keep higher-level officials apprised of task status and elevate problems that require resolution.

3.4 The contractor shall track status of action items, briefings, standards, and similar documents as required. The contractor shall:

- Develop briefs for the NAVAIR Analysis and Planning office
- Work closely with Government customer to graphically communicate statistical, graphical, and technical information effectively by using programs such as PowerPoint, Photoshop, Microsoft Word, Excel, and Adobe Acrobat.
- Maintain and develop efficient version control and graphical standards for briefs, reports, documents etc.
- Retain basic knowledge of NAVAIR Analysis and Planning subject matter to provide further quality control and accurate information input
- Attend meetings with the Deputy Commander, the Director of Enterprise Analysis and Planning and the Analysis and Planning team to discuss revisions, new materials, and supplemental information prior to a final presentation.
 - Directly support the Director of Enterprise Analysis and Planning, by maintaining server structure, preparing meeting materials, in addition to miscellaneous tasks for exemplary product development and delivery.
 - Act as liaison between the developers and the Director of NAPO to communicate requirements for the SES Management tool, as well as, provide input for the tool by using design skills, typography expertise, and basic knowledge of interactive courseware and web site design

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 10 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

3.5 The contractor shall support requirements definition, development, and integration efforts of the NAVAIR Senior Executive Services (SES) Personnel Management Tool (SESPMT). The contractor shall:

- Conduct a Kick-off meeting with NAPO representatives and Information Technology/Information Management (IT/IM) 7.2.2 personnel to coordinate a collaborative effort ensuring seamless integration into the MyNAVAIR Portal.
 - Coordinate and conduct monthly reviews with IT/IM 7.2.2, the NAPO.
 - Act as the liaison between the NAPO Office and IT/IM 7.2.2 for all requirements/correspondence concerning the SESPMT.
- Obtain, review, enhance and submit for approval current SESPMT Software Requirements Specification.
 - Obtain latest MyNAVAIR and gadget Style Guides from IT/IM 7.2.2.
 - Ensure the SESPMT is developed in accordance with NMCI, FAM requirements.
 - Ensure the SESPMT meets Section 508 compliance of the Rehabilitation/Disabilities Act.
 - Identify Standardized and “Ad-hoc” reporting requirements. Ensure that data is exportable to Microsoft Office Suite standard products, i.e. MS Word, MS Excel, and MS PowerPoint.
 - Identify, coordinate, and integrate security and permission rules as determined by the NAPO.
- Develop Design Requirements Documentation for SESPMT System.
 - Identify future enhancements, develop POA&M and Cost Estimate if Applicable.
- Identify additional cost burdens to the NAPO for Application Hosting, Server Maintenance, and Connectivity Requirements.
- Develop, Test, and Deploy SESPMT System.
 - Develop Test Plan
 - Coordinate Acceptance Testing of SESPMT System
 - Coordinate with IT/IM 7.2.2 to move SESPMT from test to production servers.
 - Support production testing of SESPMT System.
- Develop Users Guide for SESPMT System.

4.0 DELIVERABLES

4.1 Funds Expenditure Report. A monthly contract funds status report shall be prepared and delivered electronically to the Technical Point of Contact (TPOC) and the Contracting Officer’s Representative (COR). The monthly contract funds status report shall include Labor/Other Direct Cost (ODC) matrix detailing reporting period, employee(s) name, billable hours and cost, cumulative hours and cost in accordance with CDRL Item A001.

4.2 Progress Reports. The contractor shall deliver a Progress/Status Report detailing status of efforts, progress since the prior period, milestones reached, and any issues requiring Government action. Progress/Status Report shall be in accordance with CDRL Item A002.

4.3 Trip Report. Trip reports shall be prepared and submitted with corresponding Monthly Progress Report in accordance with CDRL Item A003 as required.

4.4 SESPMT Requirements Analysis Documentation in accordance with CDRL A004.

4.5 SESPMT Test Plan Documentation in accordance with CDRL A005.

4.6 SESPMT User Guide Documentation in accordance with CDRL A006.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 11 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

4.7 System Authorization Access Request (SAAR) Reports. The contractor shall track (via Microsoft Excel spreadsheet) SAAR completion and personnel compliance with annual Information Assurance (IA) training requirement, monitor expiration of required investigations and initiate re-investigations of its personnel as needed. The contractor shall provide Microsoft Excel spreadsheet reports, in accordance with CDRLs A007 and A008, to the COR and NAVAIR Security (AIR-7.4) to show that requirements are met and that requirements are verified/validated on an annual basis.

5.0 PLACE OF PERFORMANCE. The services identified within this contract shall be performed at NAVAIR Headquarters, Patuxent River, MD and Contractors site.

6.0 PERIOD OF PERFORMANCE. The performance of this contract shall be conducted under a base period with two options.

- Base: Date of Award through 31 December 2008
- Option I: 01 January 2009 through 04 April 2009
- Option II: 05 April 2009 through 31 December 2009
- Option III: 01 January 2010 through 31 December 2010

7.0 TRAVEL: Travel to the Washington Liaison Office may be required. Travel is authorized in performance of tasks under this SOW.

8.0 SECURITY

8.1 All contractor personnel under this contract shall have a security clearance level at or below the SECRET. Personal clearance levels must be obtained for the appropriate program being supported.

8.2 Site Access Requirements: The contractor shall comply with specific site access requirements.

PERFORMANCE OBJECTIVES

Performance Objective	Performance Threshold (Satisfactory Performance)	Method of Surveillance	Positive/Negative Incentive
PRS #1 (SOW 2.0) Appropriate resources are applied and activities progress according to	1) The contractor provides excellent staffing stability and demonstrates excellent resource planning through the allocation of the proper mix of resources to meet or exceed all contract requirements.	1 - 2) Random sampling by TPOC	Positive - Positive Past Performance marks will be reflected in CPARS and lead to exercise of option.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 12 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

requirements.	2) The contractor continuously demonstrates a smooth integration of workflow within the program.		Negative - Negative Past Performance marks will be reflected in CPARS and may lead to the option not being exercised.
PRS #2 (SOW 2.0) Presentation documents and internal supporting exhibits are accurate and complete	1) The contractor provides final accurate and complete presentation/briefings, documents/materials, spreadsheet exhibits, naval messages/policy letters with no errors and requires no Government re-work.	1) Random sampling by TPOC	Positive - Positive Past Performance marks will be reflected in CPARS and lead to exercise of option. Negative - Negative Past Performance marks will be reflected in CPARS and may lead to the option not being exercised.
PRS #3 (SOW 3.2) Timely and detailed technical reporting	1) Detailed reports (CDRL A001) are delivered on time and meet all content requirements 100% of the time.	1) 100% Inspection by TPOC	Positive - Positive Past Performance marks will be reflected in CPARS and lead to exercise of option. Negative - Negative Past Performance marks will be reflected in CPARS and may lead to the option not being exercised.

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). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 13 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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-N (available at [OPNAV 5239/14.2 12 June 2006.pdf](#) 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-N and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR-N 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 A001. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 14 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 15 of 42	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by Contracting Officer's Representative.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

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

5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 1st working day after the contractor delivered the supplies or performed the services.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 16 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES 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:

1000	2/1/2008 - 12/31/2008
1004	1/29/2008 - 12/31/2008
1005	9/16/2008 - 12/31/2008
1100	1/1/2009 - 4/4/2009
1101	1/1/2009 - 4/4/2009
1104	1/1/2009 - 4/4/2009
3000	2/1/2008 - 12/31/2008
3001	1/29/2008 - 12/31/2008
3100	1/1/2009 - 4/4/2009
3101	1/1/2009 - 4/4/2009
4100	4/5/2009 - 12/31/2009
4101	4/5/2009 - 12/31/2009
6100	4/5/2009 - 12/31/2009
6101	4/5/2009 - 12/31/2009

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

1001	1/29/2008 - 12/31/2008
1002	1/29/2008 - 12/31/2008
1003	1/29/2008 - 12/31/2008
3002	1/29/2008 - 12/31/2008
3003	1/29/2008 - 12/31/2008
4104	4/5/2009 - 12/31/2009
4200	1/1/2010 - 12/31/2010
4201	1/1/2010 - 12/31/2010
4202	1/1/2010 - 12/31/2010
4203	1/1/2010 - 12/31/2010
4204	1/1/2010 - 12/31/2010
6200	1/1/2010 - 12/31/2010
6201	1/1/2010 - 12/31/2010
6202	1/1/2010 - 12/31/2010
6203	1/1/2010 - 12/31/2010

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 17 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

Services to be performed hereunder will be provided at:

NAVAL AIR SYSTEMS COMMAND
47060 MCLEOD ROAD
UNIT 8, BLDG 447, SUITE 100B
PATUXENT RIVER MD 20670-1626

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

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

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

(1) PCO, Code 2.5.1.5

(2) ACO, Code N/A

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses : TBD

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 18 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Becky A Bowie, 7.8.1.1
47122 Liljencrantz Road
Patuxent River, MD 20670
becky.bowie@navy.mil
301-757-3996

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)

(a) Definitions. As used in this clause--

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 19 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(c) The Contractor may submit a payment request in non-electronic form only when—

(1) DoD is unable to receive a payment request in electronic form; or

(2) 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.

(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.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(OCT 1994)

(a) The Contracting Officer has designated Ms. Becky Bowie as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: [TBD]

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than TBD based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the TBD. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 20 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (NOV 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 have their cage code activated by calling 866-618-5988. Once activated, 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:	-- Select 2-in-1 for FFP Services Only.
Issuing Office DODAAC	N00421
Admin Office DODAAC:	N00421
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N00019
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N00019
Local Processing Office (applicable if DFAS DoDAAC begins with an "N"):	N/A
DCAA Office DODAAC (Used on Cost Voucher's only):	N/A
Paying Office DODAAC:	HQ0338

(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
Becky Bowie	becky.bowie@navy.mil	301-757-3996	TOM

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 21 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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

CLIN 1000.....	\$307,104.00.....	\$21,497.00.....	1/28/2008 – 12/31/2008
CLIN 1005.....	\$85,437.28.....	\$5,980.61.....	9/16/2008 - 12/31/2008
CLIN 3000... ALLOTTED TO ODC'S.....	\$7,594.00.....		1/28/2008 - 12/31/2008
CLIN 1100.....	\$143,970.00.....	\$10,077.94.....	1/1/2009 – 4/4/2009
CLIN 3100... ALLOTTED TO ODC'S.....	\$2,322.00.....		1/1/2009 - 4/4/2009
CLIN 4100... ..	\$421,195.59	\$29,483.69	4/5/2009 - 12/31/2009
CLIN 6100... ALLOTTED TO ODC'S.....	\$1,275.00.....		4/5/2009 - 12/31/2009

(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/SLINs 1000/1005/3000 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

Base:

Max Cost Base Year - \$1,002,454.00

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

Estimated Labor Hrs Funded this Action: 0

Previously Funded - \$427,612.89

Estimated Labor Hrs Funded to Date: 5553

Balance Unfunded - \$574,841.11

Option Period 1:

Max Cost Option Period 1 - \$351,620.00

Funds this Action (M80103) - \$155,053.50 (\$143,970.56 Labor; \$10,077.94 Fee, \$1,005.00 ODC)

Estimated Labor Hrs Funded this Action: 2,104

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 22 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

Previously Funded - \$0

Estimated Labor Hrs Funded to Date: 2,104

Balance Unfunded - \$196,566.50

Option Period 2:

Max Cost Option Period 2 - \$962,498.00

Funds this Action - (M80105) - \$451,954.28 (\$421,195.59 Labor, \$29,483.69 Fee, \$1,275.00 ODC)

Estimated Labor Hrs Funded this Action: 5,943

Previously Funded - \$0.00

Estimated Labor Hrs Funded to Date: 5,943

Balance Unfunded - \$510,543.72

Option Year 3:

Max Cost Option Period 3 - \$1,359,025.00

Funds this Action - \$0.00

Estimated Labor Hrs Funded this Action: 0

Previously Funded - \$0.00

Estimated Labor Hrs Funded to Date: 0

Balance Unfunded - \$1,359,025.00

Total Funds Available on Contract (Base Year & Option Years 1, 2, 3) - \$3,675,597.00

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 47,436 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 23 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(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 1,447 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 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

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 24 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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
-----
1000     1300098334                    328601.00
LLA :
AA 1781804 4U3N 251 00019 0 050120 2D 000000
Cost Code: HQ018PR02830
CIN: 130009833400001

3000     1300098334                    7594.00
LLA :
AB 1781804 4U3N 251 00019 0 050120 2D 000000
Cost Code: HQ018PR02830
CIN: 130009833400001

MOD 1

100501   1300098334-0001                91417.89
LLA :
AC 1781804 4U3N 251 00019 0 050120 2D 000000
Cost Code: HQ018PR02830
CIN: 130009833400002

MOD 3

110001   1300118798                    154048.50
LLA :
AD 1791804 4U3N 251 00019 0 050120 2D 000000

310001   1300118798                    1005.00
LLA :
AE 1791804 4U3N 251 00019 0 050120 2D 000000

MOD 5

110001   1300118798                    (7125.90)
LLA :
AD 1791804 4U3N 251 00019 0 050120 2D 000000
Cost Code: A00000103192
CIN: 130011879800001

110002   1300118798                    7125.90
LLA :
AE 1791804 4U3N 251 000019 0 050120 2D 000000
Cost Code: A10000103192
CIN: 130011879800002

410001   1300118798-0001                428161.60
LLA :
AF 1791804 4U3N 251 00019 0 050120 2D 000000
Cost Code: A00000103192

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CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 25 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

CIN: 130011879800003

410002 1300118798-0001 22517.68
LLA :
AG 1781804 4U3N 251 00019 0 050120 2D 000000
Cost Code: A10000103192
CIN: 130011879800004

610001 1300118798-0001 1275.00
LLA :
AG 1791804 4U3N 251 00019 0 050120 2D 000000
Cost Code: A10000103192
CIN: 130011879800004

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 26 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

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

5252.211-9502 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.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (OCT 1994)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 27 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

AIR-2.5.1.5

Naval Air Warfare Center Aircraft Division

21983 Bundy Road, Building 441

Patuxent River, MD 20670

Phone: 301.757.6526

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

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 28 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 29 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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 [N/A]. 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.

(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.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 30 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

(e) Contracting restrictions.

[x] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 90 days after the date of completion of the contract. (FAR 9.505-1(a))

[x] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 90 days after the terms of this contract. (FAR 9.505-2(a)(1))

[x] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 90 days after the terms of this contract. (FAR 9.505-2(b)(1))

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

[x] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 31 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[x] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 90 days 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.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 32 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors	SEP 2006
	Debarred, Suspended, or Proposed for Debarment	
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2007
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-26	Equal Opportunity	MAR 2007
52.222-41	Service Contract Act (1965), As Amended	JUL 2005
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

52.202-1 -- Definitions (Jul 2004)

52.203-3 -- Gratuities (Apr 1984)

CLAUSES INCORPORATED BY FULL TEXT

52.216-8 FIXED FEE (MAR 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 33 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

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

(a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended task order shall be considered to include this option clause.

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

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 34 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"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).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) 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 veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 35 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

small business concern.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2007)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 36 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(1) In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 37 of 42	FINAL
----------------------------------	----------------------------	------------------	-------

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 38 of 42	FINAL
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(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated).

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 39 of 42	FINAL
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(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 40 of 42	FINAL
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considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

52.219-14 -- Limitations on Subcontracting.

As prescribed in [19.508\(e\)](#) or [19.811-3\(e\)](#), insert the following clause:

Limitations on Subcontracting (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 41 of 42	FINAL
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clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial products plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of Clause)

CONTRACT NO. N00178-05-D-4563	DELIVERY ORDER NO. M801	PAGE 42 of 42	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 3 OPNAV 5239/14 System Authorization Access Request Navy (SAAR-N)

Attachment 2 Award DD Form 254

Attachment 1 Contract Security Classification Specification DD Form 254

Exhibit B: Performance Metrics

Exhibit A Contract Data Requirements List (CDRL) A001-A009