

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE R	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 03-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. N00421-09-MR-57174	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S0602A	

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
CHRIS.WOEHRER@NAVY.MIL 301-757-9785

DCMA DENVER
Denver Federal Center Building 16, 6th Avenue and Kipling
Street, P.O. Box 25586
Denver CO 80225-0586

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ITT Corporation, Systems Division 655 Space Center Drive Colorado Springs CO 80915-3604		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4395-NW01
		10B. DATED (SEE ITEM 13) 15-Apr-2006
CAGE CODE 1JGQ0	FACILITY CODE 052819732	

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.
[X]	FAR 43106(b)
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HELEN C HARRIS, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/HELEN C HARRIS	16C. DATE SIGNED 03-Mar-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to provide funding for unpaid award fee and unpaid invoices.

NOTE TO COMPTROLLER:

The total award fee due to the contractor is _____ as stipulated on modification 11. The contractor invoiced, on invoice BVNA016, _____ toward their award fee. The new difference is _____. Because the contractor invoiced for fee, that was never funded, the next time the contractor invoiced for labor for, \$ _____, the funding was not there and the invoice was never paid. The government owes the contractor: _____ in unpaid invoices and \$ _____ in unpaid award fees for a total of _____.

The purpose of this modification is to fund the contract with _____.
The remaining _____ will be invoiced using CLIN 1000 ACRN AA.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
1000	Operation and Maintenance support (O&MN,N)	1.0 Lot				
100001	Incremental Funding (O&MN,N)					
100002	Incremental Funding (O&MN,N)					
1001	Data IAW the attached DD1423 (O&MN,N)	1.0 Lot	\$0.00	\$0.00	\$0.00	\$0.00
4000	Same as CLIN 1000 (WCF)	1.0 Lot	0			
400001	(WCF)					
400002	(WCF)					
400003	Incremental Funding (WCF)					
400004	Incremental Funding (WCF)					
400005	Award fee (WCF)					
4001	Data IAW the attached DD 1423 (O&MN,N) Option	1.0 Lot	\$0.00	\$0.00	\$0.00	\$0.00
4002	Same as CLIN 1000 (O&MN,N) Option	1.0 Lot				
4003	Data IAW the attached DD 1423 (O&MN,N) Option	1.0 Lot	\$0.00	\$0.00	\$0.00	\$0.00
4004	Same as CLIN 1000 (O&MN,N) Option	1.0 Lot				
4005	Data IAW the attached DD 1423 (O&MN,N) Option	1.0 Lot	\$0.00	\$0.00	\$0.00	\$0.00
4006	Same as CLIN 1000 (O&MN,N) Option	1.0 Lot				
4007	Data IWA the attached DD1423 (O&MN,N) Option	1.0 Lot	\$0.00	\$0.00	\$0.00	\$0.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

The Performance Work Statement for operation and maintenance support of the VC-6 and associated Annexes are provided in Section J as Attachment 1.

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SECTION D PACKAGING AND MARKING

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS

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

(1) name and business address of the Contractor ; (2) contract number; (3) contract dollar amount; (4) whether the contract was competitively or non competitively awarded; (5) sponsor: (Name of Individual Sponsor): (Name of Requiring Activity) (City and State)

PROHIBITED PACKING MATERIALS

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

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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SECTION E INSPECTION AND ACCEPTANCE

52.246-05 INSPECTION OF SERVICES COST REIMBURSEMENT Apr 1984

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s)1000, 4000, 4002, 4004, 4006 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

GOVERNMENT FURNISHED MATERIAL

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTE: Government representative means Contracting Officer

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Base Year: CLINs 1000 and 1001 - 15 April 2006 through 30 September 2006

Option Year One: CLINs 4000 and 4001 - 1 October 2006 through 30 September 2007

Option Year Two: CLINs 4002 and 4003 - 1 October 2007 through 30 September 2008

Option Year Three: CLINs 4004 and 4005 - 1 October 2008 through 30 September 2009

Option Year Four: CLINs 4006 and 4007 - 1 October 2009 through 30 September 2010

52.242-15	Stop Work Order (Aug 1989) Alternate I	Aug 1989
52.247-34	F.O.B. Destination	Nov 1991

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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SECTION G CONTRACT ADMINISTRATION DATA

This contract is incrementally funded and the amount currently available for payment during the base year is limited to \$500,000 inclusive of fee. It is estimated that these funds will cover the cost of performance through 10 June 2006. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the contract, no legal liability on the part of the government for payment in excess of \$500,000 for base year shall arise unless additional funds are incorporated into the contract by modification.

SECTION G - Contract Administration Data

I. Invoicing, Vouchering, and Paying Instructions

Invoicing and Vouchering Instructions

The contractor shall submit one copy of all vouchers to the TOM for approval and the site copy to VC-6:

The cost incurred including fringe, overhead and G&A shall include:

- a. Straight time and overtime labor by job title, number personnel under that job title, number of hours worked, rate per hour and total cost.
- b. Travel costs: Name of traveler, purpose, location, and total cost.
- c. Materials: Item description using categories identified in Section L (i.e. Administrative, Quality Assurance, Facilities), quantity, and total cost.
- d. ODCs: Identify by categories:
 - a. Training: Training Course and Cost
 - b. Subcontracting: Service provided and total cost.
 - c. Leases: Lease by service/item provided and total cost.
 - d. Other costs such as shipping, postage, telephone, etc. by item description.

Any corrections on vouchers shall identify the voucher number that the item was previously billed under.

Payment Instructions

The voucher shall be paid in accordance with the CLIN, ACRN, and accounting classification data provided on the invoice.

Task Order Manager
 Robert Graham, 5.3.3
 NAVAIR, Bldg 2657, FL 1, Room/Cube 1
 Patuxent River, MD 20670
 301-342-1304
robert.g.graham2@navy.mil

The Contractor shall forward a copy of all invoices to the Task Order Manager.

Contracting Officer

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HELEN C. HARRIS, Code 2.5.1.7.3
 NAVAIR-AD
 21983 Bundy Road, Bldg. 441
 Patuxent River, MD 20670
 Phone: (301) 757-9789
 Fax: (301) 757-9046
 E-mail: helen.harris@navy.mil

PAYMENT STATUS INQUIRIES

Status of invoice payments can be obtained from the following web site: www.dfas.mil/money/vendor

If the payment is being made by DFAS—Columbus use the MOCAS Vendor Pay Inquiry System (VPIS) site listed on the above web site. It is recommended that the vendor download the “MOCAS VPIS Help Guide” and “Reason and Remark Code Document”. You must then register by clicking on “User Registration” under the subheading “MOCAS Vendor Pay Inquiry System” before payment inquiries can be made.

If payment is being made by other than DFAS-Columbus, status of invoice payment can be obtained through the Non-MOCAS System by cage code, contract number or DUNS number at the above listed web site.

Accounting Data
 SLINID PR Number Amount

 100001 N6426760889070
 LLA :
 AA 1761804 60CA 250 00060 W 068732 2D C002LR 465796N7TRGQ
 Standard Number: RCP N4657906RC002LR

MOD 1

100002
 LLA :
 AA 1761804 60CA 250 00060 W 068732 2D C002LR 465796N7TRGQ

MOD 4

400001 N4657907RC0014G
 LLA :
 AB 1771804 60CA 250 00060 W 068732 2D C0014G 465797N7TRGQ
 This order is incrementally funded and the amount currently available for payment of CLINs 4000 and 4001 is limited to \$ inclusive of fee. Subject to the provisions of the clause entitled 'Limitation of Funds' (FAR 52.232-22) of the contract, no legal liability on the part of the government for payment in excess of \$850,000 shall arise unless additional funds are incorporated into the order by modification.

MOD 6

400001 N4657907RC0014G
 LLA :
 AB 1771804 60CA 250 00060 W 068732 2D C0014G 465797N7TRGQ
 This order is incrementally funded and the amount currently available for payment of CLINs 4000 and 4001 is limited to \$ inclusive of fee. Subject to the provisions of the clause entitled 'Limitation of Funds' (FAR 52.232-22) of the contract, no legal liability on the part of the government for payment in excess of \$1,700,000 shall arise unless additional funds are incorporated into the order by modification.

MOD 7

400002 N4657907RC0014G

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LLA :

AB 1771804 60CA 250 00060 W 068732 2D C0014G 465797N7TRGQ

This order is incrementally funded and the amount currently available for payment of CLINs 4000 and 4001 is limited to .clusive of fee. Subject to the provisions of the clause entitled 'Limitation of Funds' (FAR 52.232-22) of the contract, no legal liability on the part of the government for payment in excess of arise unless additional funds are incorporated into the order by modification.

MOD 9

400003 0010222335

LLA :

AC 97X4930 NH2A 252 77777 0 054219 2F 000000 012103590010

Standard Number: N4657907WX0044B

This contract option period is fully funded and FAR 52.232-20, Limitation of Cost, applies herein.

400004 0010222335

LLA :

AD 1771804 60CA 250 00060 W 068732 2D X0044B 465797N7TRGQ

Standard Number: N4657907WX0044B

This contract option period is fully funded and FAR 52.232-20, Limitation of Cost, applies herein.

MOD 13

400005 1300121513

LLA :

AE 1771804 60CA 250 00060 W 068732 2D X0044B 465797N7TRGQ

CIN:130012151300001

This funding is to be used to pay unpaid labor costs and unpaid award fees.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

GOVERNMENT FURNISHED PROPERTY

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

See Section J Attachment 1, PWS Annex 03

5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992) (NAVSUP)

- (a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms, or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made, except in accordance with this clause.
- (b) The Contractor agrees that:
- _____ during the contract performance period,
☒ X during the first 30 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitute of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal or higher than the qualifications of the person being replaced.
- (e) In the event of a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than, or equal to, at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default, or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss, or damage as a result of the Contractor's actions.

52.217-09 - OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract is renewable at the prices stated elsewhere in the contract, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor by the first day of each fiscal year of the Government or within 30 days after funds for that fiscal year become available, whichever date is the later: provided that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at 30 days before this contract is to expire. Such a preliminary notice of intent to renew shall not be deemed to commit the

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Government to renewals. If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause shall not exceed 54 months.

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

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

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

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

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

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

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

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

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

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

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Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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NAVAIR-AD

21983 Bundy Road, Bldg. 441, RM 105, Cube 34

Patuxent River, MD 20670

Phone: (301) 757-9789

Fax: (301) 995-0142

E-mail: teri.berrian@navy.mil

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SECTION I CONTRACT CLAUSES

Note: All the provisions of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

52.204-07	Central Contractor Registration	Oct 2003
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.217-08	Option to Extend Services	Aug 1989
52.217-09	Option to Extend the Term of the Contract	Mar 2000
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	Sep 2000
52.222-19	Child Labor - Cooperation with Authorities and Remedies	Jan 2004
52.222-41	Service Contract Act	Mar 1965
52.223-05	Pollution Prevention and Right-To-Know Information	Aug 2003
52.223-10	Waste Reduction Program	Aug 2000
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.232-22	Limitation of Funds	Apr 1984
52.237-02	Protection of Government Buildings, Equipment and Vegetation	Apr 1984
52.251-01	Government Supply Sources	Apr 1984
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.231-7000	Supplemental Cost Principles	
252.251-7000	Ordering From Government Supply Sources	

52.288-8	Liability and Insurance—Leased Motor Vehicles	May 1999
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(a) The Government shall be responsible for loss of or damage to—

(1) Leased vehicles, except for—

(i) Normal wear and tear; and

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(ii) Loss or damage caused by the negligence of the Contractor, its agents, or employees; and

(2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act ([28 U.S.C. 2671-2680](#)).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

(End of clause)

52.232-20 LIMITATION OF COST

APR 1984

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

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

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

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(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether

those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

5252.201-9500 GOVERNMENT POINTS OF CONTACT (NAVAIR) OCT 2005

(a) The **"TOM"** for this contract is Robert Graham, NAVAIR, 5.3.3, 2657, Floor 1, Room/Cube 1, Patuxent River, MD 20670, P: 301-342-1304, email: robert.g.graham2@navy.mil.

(b) The **"TOM"** will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.

(c) The **"TOM"** is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the **"TOM"** requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the TPOC to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. Any failure by the contractor to notify the Contracting Officer in writing of any changes is an admission that the contractor is working at its own risk on a voluntary basis. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue.

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SECTION J LIST OF ATTACHMENTS

Attachment Number Title

1 VC-6 Performance Work Statement

Annex 01 - Support Requirement

Annex 02 - Systems Description

Annex 03 - GFE

Annex 04 - GFF

Annex 05 - Applicable Documents

Annex 06 - Accronyms and Definitions

Annex 07 - CMMS

Annex 08 - Site Maps & Geographical Data

Annex 09 - Technical Publication

2 Government's Work Instructions

3 US Department of Labor Wage Determination

05-2544 Revisions #2 dtd 9/28/2006

4 Quality Assurance Surveillance (QASP)

Exhibits

A Contract Data Requirement Lists (DD Form 1423)

with attachments