

DELIVERY ORDER **FINAL**

1. CONTRACT NO. N00178-04-D-4118	2. DELIVERY ORDER NO. GM01	3. EFFECTIVE DATE 04/30/2008	4. PURCHASE REQUEST NO. N68936-08-NR-55086
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5. ISSUED BY NAVAIR Weapons Division Point Mugu 575 I Avenue, Suite 1, Bldg 65 Point Mugu CA 93042-5049 patrice.melanson@navy.mil 805-989-8982	CODE N68936	6. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A
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7. CONTRACTOR Systems Application & Technologies, Inc. 8181 Professional Place Landover MD 20785	CODE 099A6	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time - Block 5 issuing office)
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Systems Application & Technologies, Inc.	Geoff DeZavala Sr. Vice President
NAME OF CONTRACTOR	SIGNATURE
	TYPED NAME AND TITLE
	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Jean McBride	04/30/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$11,336,253.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

Amendment #0001 - The purpose of this Amendment is to revise the following:

Section J - Attachment J.7, Target Operations Desk Guide (formerly PWS Reference Guide) and Attachment J.9 Cost Proposal Summary Format, are replaced with updated versions as a result of Bid Event Questions & Answers.

Section L, Factor 2 - Past Performance, is revised to remove the maximum page limit for individual past performance references and place a two (2) page limit on each individual reference.

For informational purposes, the incumbent contractor and contract number are as follows:

WFI Government Services, Inc., contract number N68936-03-C-0058

The following addresses and point of contacts are provided:

Contract Specialist:

Name: Patrice Melanson

Phone: (805) 989-8982

DSN: 351-8982

FAX: (805) 989-3656

Email address: patrice.melanson@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 230000E (P. Melanson – 805-989-8982)

NAWCWD Contracts, Code 230000E

575 I Avenue Suite 1, Bldg 65

Point Mugu, CA 93042-5049

Task Order Contracting Officer:

Name: Jean McBride

Phone: (760) 939-5927

DSN: 437-5927 FAX: (760) 939-8144

Email address: jean.mcbride@navy.mil

Task Order Manager (TOM)

Name: Robert R. Williams

Phone: (805) 989-5909

DSN: 351-5909

Email address: robert.r.williams@navy.mil

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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	Target Operations and Maintenance. (OTHER)	[]	b(4)		[]
100001	PR # 1300104172 CLIN 1000				
100002	PR # 1300104172 CLIN 1000				

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3000	ODC's Travel & materials (OTHER)	1.0 Lot [b(4)]
300001	PR #1300104172 CLIN 3000	

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Base Fee	Award Fee	CPAF
4000	Target Operations and Maintenance. (OTHER) Option	[]			[]
4100	Target Operations and Maintenance. (OTHER) Option		b(4)		
4200	Target Operations and Maintenance. (OTHER) Option				
4300	Target Operations and Maintenance. (OTHER) Option				

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	ODC's Travel & materials (OTHER) Option	1.0 Lot [b(4)]
6100	ODC's Travel & materials (OTHER) Option	1.0 Lot [b(4)]
6200	ODC's Travel & materials (OTHER)	1.0 Lot [b(4)]

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Option
6300 ODC's Travel & materials (OTHER)
Option

1.0 Lot

[b(4)]

TYPE OF ORDER

This is a Term (LOE) Order with Cost Plus Award Fee pricing.

This effort is severable. CLINs 1000 and 3000 constitute the base period of performance.

CLINs 1000, 4000, 4100, 4200 and 4300 are Cost Plus Award Fee. CLINS 3000, 6000, 6100, 6200 and 6300 are Cost Reimbursable ODC's.

SLINs will be created to accommodate the types of funds that shall be used to fund this effort.

KEY PERSONNEL RESUMES SHALL MEET OR EXCEED THE FOLLOWING QUALIFICATIONS

Key Personnel

Program Manager

Education/Background/Experience. The candidate should have a bachelors degree or higher. The candidate should have five years experience in the administration of contracts that supported the government. Training or past experience in the field of DoD aviation or missile programs is important especially related to Test and Evaluation. Familiarity with seaborne vessel operations and marine maintenance is expected. Data analysis capability in support of award determination and support of efficiency initiatives is expected.

Specific experience and knowledge is expected in some areas. This includes five years of experience in administration of Navy safety programs such as Ordnance Qualification and Certification, Quality Assurance and Operational Risk Management.

Business Manager

Education/Background/Experience. The candidate should have a high school education or five years experience related to civil service administrative positions or comparable positions as a government contractor. The incumbent will be capable of supporting the government's needs for accurate tracking of labor, material and Other Direct Costs. The individual should be experienced with supporting government contract administration and government financial systems.

Specific experience is desired in some areas. This includes five years experience related to or supporting Navy financial systems such as Major Range Test Facility Base and Direct Product Accounts. The candidate should have five years experience with invoice activity that includes tracking of labor, material, travel and the application of overhead, fee and general and administrative calculations.

Quality Assurance Manager

Education/Background/Experience. The manager in the Quality Assurance, QA, area should have a high school education or five years experience as a manager in Navy QA.

The head of the quality assurance program is required to have five years direct experience in military positions or civilian equivalent as a Quality Assurance Inspector/Manager.

Subscale Manager/Eng Tech V

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Education/Background/Experience. The lead for this area is required to have five years direct experience with management and oversight of aviation vehicle maintenance. There are no specific education requirements.

The individual is expected to have five years of experience with the administration of Navy maintenance programs such as those directed by the COMNAVFOR instructions 4790.2 series and 8000.16 series.

Seaborne Division Manager

Education/Background/Experience. This position is expected to be filled by an individual with a background in operating and maintaining seaborne assets or vessels that range in size from small boats with outboard engines to intermediate size support vessels between 85-120 feet and ships up to 300 feet. Five years of experience with these vessel sizes or larger is expected. There are no specific education requirements.

Specific expectations are that the candidate will have a current Coast Guard license to operate vessels in the 100 ton or larger category.

Note: All Key Personnel shall possess a Secret clearance.

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 per year 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. If all option periods are exercised, total contract hours will be 746,380.

*Base Year: [b(4)]
Option Yr 1:
Option Yr 2:
Option Yr 3:
Option Yr 4:

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

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

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

**
Base Year: [b(4)]
Option Yr 1:
Option Yr 2:
Option Yr 3:
Option Yr 4:

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

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

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(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE / Expended LOE)

Required LOE

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

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

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

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

5252.232-9506 DETERMINATION AND PAYMENT OF AWARD FEE (NAVAIR) (OCT 2005)

(a) In addition to any base fee set forth herein, the contractor may earn and be paid all or a portion of an award fee, not to exceed \$*.

*Base Year: [b(4)]
Option Yr 1:
Option Yr 2:
Option Yr 3:
Option Yr 4:

(b) The contractor's performance will be evaluated in accordance with the Award Fee Plan, Attachments J.1 and J.2 of this Order.

(c) Determination of award fee, if any, earned by the contractor and payment thereof shall be made in accordance with the Award Fee Plan, Attachments J.1 and J.2 of this Order.

(d) The award fee for work performed under this contract is \$ * provided that approximately ** man-hours (including option years) are so employed on such work by the contractor. If less than one-hundred (100%) percent of the man-hours of said services are so employed for such work, the fee shall be equitably reduced to reflect the reduction of work in accordance with the clause entitled "Level of Effort." The government shall make payment on account of the award fee, at the rate of \$ *** per direct labor hour invoiced by the contractor under the contract clause entitled, "Allowable Cost and Payment," for the related period.

**
Base Year: [b(4)]
Option Yr 1:
Option Yr 2:
Option Yr 3:
Option Yr 4:

(e) The government will make payment of any award fee upon the submission, by the contractor to the Contracting Officer or authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

The services required herein include the following functional areas, as listed in the Seaport MAC:

- Quality Assurance (QA) Support
- Interoperability, Test and Evaluation, Trials Support
- Training Support

Performance Work Statement

Target Operations and Maintenance

18 January 2008

N00024-08-R-3080

1.0 SCOPE.

1.1 General. This performance work statement defines the effort required to support the mission of the Naval Air Warfare Center Weapons Division (NAWCWPNSDIV), Target Operations Division. Services will include target operations support, maintenance support, and all tasks related to maintenance and operational support, as well as management of materials, supplies, tools, and equipment provided by the government. The majority of the work will be performed at Point Mugu and Port Hueneme, California, White Sands Missile Range, New Mexico Pacific Missile Range Facility, Hawaii, and at Wallops Flight Facility, Maryland. In addition, all functional areas are subject to occasional off-site requirements, to include other worldwide target service locations.

1.2 Mission.

The Targets Operations Division is responsible for operating and maintaining all assigned aerial, seaborne, and land based targets and target systems (subscale, tows, surface, and kits) in support of assigned programs; providing support to operational engineering; conducting Navy target test and evaluation and development programs; providing Range boundary operations; effecting changes to

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target systems to satisfy unique operational user requirements.

1.3 Systems Description. The following is a current list of the assigned primary target systems to be maintained under this contract. The contractor will have access to these systems, for the performance of this effort, at all times. This current list may vary by inventory levels and type of target.

1.3.1 Aerial Targets.

- | | |
|----------------------------------|---|
| (a) AQM-37C/D | Average Inventory- 12 |
| (b) BQM-34S | Average Inventory- 17 |
| (c) BQM-74E or BQM-74F/BQM-167 | Average Inventory- 75 |
| (d) GQM-163A | Inventory onboard for operations |
| (e) Other developmental targets. | (For example a UAV used as a target and a new target category of Multiple Stage Supersonic Target.) |

1.3.2 Seaborne Targets.

- | | |
|--|---------------|
| (a) QST 35/35A/Sea Arc | Inventory- 8 |
| (b) High Speed Maneuvering Surface
Target (HSMST) | Inventory- 11 |
| (c) Mobile Ship Target (MST) | Inventory- 1 |
| (d) Foreign Military Sales (FMS) Barges | Inventory- 4 |
| (e) Harm Barges | Inventory- 4 |
| (f) Self Defense Test Ship (Control Only) | Inventory- 1 |
| (g) Fast Attack Craft Target (FACT) | Inventory-3 |
| (h) Fast Attack Craft (FAC) | Inventory-3 |
| (i) Jet Skis | Inventory- 2 |

1.3.3 Land Target System at San Nicolas Island.

1.3.4 Support Vessels.

- (a) SL-120
- (b) Diane G

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(c) CAW-1

(d) Aerial Target Launch Ship (ATLS)

2.0 APPLICABLE DOCUMENTS.

2.1 The applicable documents and procedures used in the performance of these services will be the equipment operating and maintenance manuals, system operating procedures, range operating procedures, calibrating operating procedures and standards, range flight test and flight schedules, aircraft modification procedures and specifications, and unique test procedures as defined in specific project test plans. Unless otherwise stated, the latest version of any guiding document and reference applicable to this statement of work applies throughout performance.

(a) Instructions, standards and workload data described and required by the Target Operations Desk Guide.

(b) OPNAV Instruction 5510.1H, Department of the Navy Information and Personnel Security Program Regulation

(c) OPNAV Instruction 5530.14B, Physical Security and Loss Prevention Program

(d) NAWCWPINST 5510.29, Security Manual

(e) NAWCWPNSINST 5510.22, Physical Security Plan

(f) DOD 5220.22M, Industrial Security Manual

(g) SECNAVINST 5510.36A, Department of the Navy Information Security Program Instruction

(h) SECNAV M 5510.36 INFORMATION SECURITY PROGRAM (Manual)

(i) SECNAVINST 5510.30B, Department of the Navy Personnel Security Program Instruction

(j) SECNAV M 5510.30 Personnel Security Program (Manual)

(k) OPNAVINST 5530.14D, Naval Physical Security and Law Enforcement

(l) NAWCWPINST 5510.29, Security Manual

(m) NAWCWPINST 5510.22, Physical Security Plan

3.0 REQUIREMENTS.

3.1 Work Scheduling.

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3.1.1 The Government will provide the contractor with an operational forecast developed at joint weekly meetings. Specific mission information will be provided in a "heads up" schedule sheet for subscale targets and a seaborne request schedule sheet. These documents will define launch schedules and operational requirements, including target configurations, and will be originated by the Target Operations Division office. The Government will typically provide the Contractor with the mission requirements one week prior to scheduled operations. Due to operational tempos, there may be isolated incidents of minimum notice of 1-3 days which are projected not to exceed six incidents per year. Contractor inquiries regarding these schedules shall be directed to the Contracting Officer's Representative (COR).

3.1.2 The Contractor shall perform all Contractor planning, programming, administration, and management necessary to provide services as specified herein. The work shall be conducted in accordance with the contract and all applicable federal, state, and local laws, regulations, codes, or directives.

3.1.3 The Contractor shall ensure that all work meets critical reliability rates or tolerances specified or included in applicable referenced documents.

3.1.4 The Contractor shall perform all related Contractor administrative services necessary to perform the work, to include, but not be limited to, the following: supply, quality control, job order shop operation, Contractor financial control, and maintenance of accurate and complete records, files, and libraries of documents to include federal and state laws, regulations, codes, technical manuals, and manufacturer's instructions and recommendations, which are necessary and related to the functions being performed.

3.1.5 The Contractor shall provide related services such as data formatting for automated systems inputs and data base maintenance, preparing and providing required reports, compiling historical data, performing administrative activities and submitting necessary information as specified. These data bases will support the Naval Aviation Logistic Command Information System (NALCOMIS), or maintenance management system and NAWCWPNSDIV AIRSPEED projects that require utilization of Lean and Six Sigma efficiency tools. The government will provide necessary orientation and training for use of these efficiency tools.

3.1.6 The Contractor shall perform project management oversight on all work accomplished. The Project Manager, one of the key personnel, shall be on-site at Point Mugu. The Project Manager shall act as the central point of contact with the Government. The Project Manager or designated alternate shall be available during normal duty hours within 30 minutes to meet on-site with Government personnel designated by the COR to discuss problem areas. After normal duty hours, the manager or designated alternate shall be available within two hours. An alternate key person, shall be available in the absence of the Project Manager.

3.1.7 Reporting.

3.1.7.1 When an inspection by a regulatory agency occurs a report will be submitted by close of business the next work day. Details of the inspection including results and contacts will be included. See CDRL A001.

3.1.7.2 Official off-site business trip details will be reported within two weeks. Details should include

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purpose of the trip, contacts and results. See CDRL A002.

3.1.7.3 A Quarterly Target Augmentation and Auxiliary Systems and Installation Kit Expenditure Report will be submitted for each target within 12 days following the end of the quarter. The report should include details of kit serial numbers and activity. See CDRL A003.

3.1.7.4 A monthly Target Status Report to assist in inventory management will be submitted by the fifth working day after the end of the month. Details will include inventory activity. See CDRL A004.

3.1.7.5 A change in status of the target inventory reflecting receipts and transfers, or loss of a target will be reported according to CDRL A005.

3.1.7.6 Two reports are required related to ordnance activity. When ordnance is expended, the appropriate detail for claimant, nomenclature, and inventory will be included in CDRL A006.

3.1.7.7 Movement of ordnance is supported by the Navy Southwest Region. The region or local documents will be used to describe nomenclature and includes the signature chain. See CDRL A007.

3.1.7.8 The contractor will be subject to hazardous waste inspections. When any deficiencies occur, the contractor will provide the government a plan for correcting action within three working days as per CDRL A008.

3.2 Target Operations and Mission Scheduling.

3.2.1 The Contractor shall perform target controller and mission scheduling support in support of target operation tasks, and deployed sites as required. This includes, but is not limited to: controlling targets; preparing, submitting and maintaining target related documents; maintaining a target control library and filing system, preparing mission support documents, and performing pre-mission and post-mission support including pre-launch system checks and briefings. The summary of approximate activity per year includes; planning 900 events, scheduling 800 events, conducting 700 operations and controlling 300 targets.

3.2.2 Reporting

3.2.2.1 Mission details appropriate for billing will be provided weekly including customer event and cost. See CDRL A009.

3.2.2.2 Miscellaneous data requests will occur about twelve times per year. Details are specific to the request and will be provided by the COR. See CDRL A010.

3.2.2.3 Several planning documents are required – within two days prior to the op – to include: Target Preliminary Flight Plans (CDRL A011), Initial Mission Event Plan (CDRL A012), Final Mission Event Plan (CDRL A013), Standard Mission Plan Map (CDRL A014), and the VEGA Mission Plan Map (CDRL A015).

3.2.2.4 A target matrix is required to be generated by the contractor when any mission includes more than one target. The details are based on planning documents and the weekly schedule. See CDRL A016.

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3.2.2.5 When a mission is scheduled at a range other than Pt. Mugu or China Lake, a Mission Support Package will be generated. The package will include participants, timelines and support requirements See CDRL A017.

3.2.2.6 Two reports are required post mission and a third report is required if the target is expended. An internal Missile Target Flight Report is required within one working day of the event. See CDRL A018.

3.2.2.7 A Target Utilization report captures similar data that has required entries in a Navy wide system to be entered within one work day of the event. See CDRL A019.

3.2.2.8 In addition to the reports above, when a target is expended the contractor will provide the details of the event and target configuration to be used in a Naval message. See CDRL A020.

3.2.2.9 The contractor will assemble Pre-mission Briefing Packages for on range events that provide detail for specific portions of the required event activity. The Operations Conductor will describe which briefs are required. See CDRL A021 for Program/Project Brief, CDRL A022 for Operations Brief, CDRL A023 for Air Crew Brief, CDRL A024 for Range Control Officer brief, CDRL A025 for Surveillance Center Brief, CDRL A026 for Air Intercept Controller Brief, and CDRL A027 for Program/Project Mission Brief.

3.3 Seaborne Target Maintenance and Operations.

3.3.1 The Contractor shall perform all tasks related to the maintenance and operational support of seaborne target operations, including depot-level repair for the NAVSEA Seaborne Targets program.

3.3.2 The work shall include but not be limited to, seaborne powered target (SEPTAR) augmentation and modification; preventive and unscheduled maintenance for Seaborne Targets and support vessels, including organizational, intermediate, and depot level repair; Seaborne Target storage, reactivations, and conversions; tow target operations; mission operations; seaborne target recovery; operational support missions; remote activity support and support activities.

3.3.3 The technical exhibits in the Target Operations Desk Guide contain detail of predicted number of events described in each general section. The summary of approximate activity per year includes; making 800 data entries, supporting 90 augmentations or modifications, conducting 475 unscheduled maintenance evolutions, supporting 70 events related to receipt, modification, or delivery of seaborne targets, conducting 50 No Onboard Live Operator missions, conducting 700 manned target missions and conducting 165 support vessel events.

3.3.3 Seaborne Reporting.

3.3.3.1 Three reports are required related to the Seaborne section. A monthly Maintenance Report will describe the status of Seaborne Targets. The report should be submitted within five working days of the end of the month. See CDRL A028.

3.3.3.2 A Quarterly Depot Status Report will be submitted describing work completed, scheduled

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work, and related costs. See CDRL A029.

3.3.3.3 QST-35 Boat Acceptance Inspections will include the evaluation of the vessel according to the acceptance checklist. The list is required within two working days of acceptance. See CDRL A030.

3.4 Launcher and Pod System Maintenance and Operations.

3.4.1 The Contractor shall support the air launch of BQM-34, BQM-74, AQM-37 targets and future programs as required. The general tasks include but are not limited to servicing and maintaining racks, pylons and adapters, loading and downloading the targets as well as ordnance items that are installed on the targets and support aircraft. The technical exhibits in the Target Operations Desk Guide contain details of predicted number of events described in each general section. The summary of approximate activity per year includes; conducting approximately 60 ordnance evolutions and supporting 100 refurbishment events.

3.5 GQM-163A Target Maintenance and Operations.

3.5.1 The Prime Contractor shall provide support to the Original Equipment Manufacturer, OEM, for all GQM-163A deployments projected in the workload data contained in paragraph 2.1(a). The summary of approximate activity for the Prime Contractor includes; supporting from 8-16 flights per year with associated shipment, ordnance handling, battery checks, operations, analysis, and post operation shipment.

Certain software such as the mission load and build/pre-launch checks is the property of the Original Equipment Manufacturer.

3.5.2 In addition to operational support, the Prime Contractor shall perform launcher maintenance tasks as required at supporting sites. The launcher requirements are contained in paragraph 2.1(a).

3.6 Subscale Target Operations and Maintenance.

3.6.1 The Contractor shall perform all sub-scale target system and subsystem maintenance, operational support and test and evaluation services in support of subscale aerial target operations and maintenance. The work shall include, but not be limited to, subscale target scheduled and unscheduled maintenance including organizational, intermediate, and limited depot level repair; augmentation and modification; storage; subscale target mission operations; reclamation and rehabilitation of recovered subscale targets; operational support missions; target logistics support, and remote activity support.

3.6.2 Limited support for other air vehicles, such as the Tomahawk, shall be performed as required. The technical exhibits in the Target Operations Desk Guide contain details of predicted number of events described in each general section. The summary of approximate activity per year includes; preparing approximately 230 targets, launching and controlling 120 targets, packing 165 parachutes, performing 200 checks of augmentation systems, overhauling 30 engines and supporting 5,000 material requisitions.

3.7 Aerial Target Reporting.

3.7.1 Three reports are required for the aerial target section. Jet engine test-run data is required under

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a Ventura County Air Pollution Control District Permit. Details include, but are not limited to, run time and fuel used. The report should be submitted by the tenth day of the following month. See CDRL A031.

3.7.2 Targets not recovered by the Navy are sometimes recovered by private parties responding to the contact markings indicated on the target. The contractor shall recover and evaluate these targets when requested. A report should be submitted that describes the status of the target and provides the private party contact information. See CDRL A032.

3.7.3 The contractor shall review technical publications and submit an evaluation to the COR. The evaluation will include, but not limited to, content, format, safety, and effectiveness. See CDRL A033.

3.8 Target Installation Kits Supply.

3.8.1 The contractor shall operate a Target Installation Kits supply operation to include, but not be limited to, the systems identified in Technical Exhibits 5.7.T.E.03-05 of the Target Operations Desk Guide. The contractor shall provide Target Installation kits and related systems as required to support Navy subscale missile target requirements. The contractor's responsibilities include, but are not limited to, installation kit and related components assembly, configuration changes, and refurbishment; and operational status; inventory management in accordance with FAR Part 45, including receipt, maintenance, and issue; inventory reporting; and ancillary engineering support. The Contractor shall perform these tasks in support of all supported Participating Field Activities (PFAs). The technical exhibits in the Target Operations Desk Guide contain detail of predicted number of events described in each general section. The summary of approximate activity includes; assembling/fabricating 475 kits, installing or refurbishing 200 augmentation systems, receiving 1600 items and issuing 1100 items.

3.9 Kits Reporting.

The contractor will research, prepare, and submit a projection of annual kits inventory. The analysis should include, but is not limited to, historical demand, current inventory, repair plans and cost. The report will be submitted within three work days of the request. See CDRL A0034.

The contractor shall submit a quarterly inventory report that includes, but is not limited to, the number of items on hand, assembled and issued within three work days of the end of the month. See CDRL A035.

3.10 Land Based Target Maintenance and Operational Support.

The Contractor shall provide maintenance and operational support for land based target operations. The Land Based Target is physically located on San Nicholas Island (SNI), California, and consists of specifically arranged ocean cargo containers, which are repaired and replaced when damaged. Ocean cargo containers are typically 8 x 20 foot metal containers. Some containers are configured with heat sources, and some may require air conditioning. Equipment and materials for this specific task will be furnished by the Government, with the exception of hand-tools, which will be furnished by the contractor. The technical exhibits in the Target Operations Desk Guide contain detail of predicted number of events described in each general section. The summary of approximate activity per year includes; preparing and supporting approximately 55 land target events on San Nicolas Island.

3.11 Environmental Compliance.

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The Contractor shall be knowledgeable of and comply with all applicable Federal, State, and Local laws, regulations, and specific requirements regarding environmental protection during the performance of this contract. The contractor shall ensure policies and procedures are established that protect the health and safety of employees and the community and minimize/eliminate the risk

3.12 Surveillance Plan and Assessment of Performance

The Quality Assurance Surveillance Plan (QASP) and the Award Fee Plan, attached to this contact, will be used to evaluate the contractor's performance.

4.0 Government Furnished Facilities, Material, Vehicles and Equipment

Government furnished facilities, materials, vehicles and equipment available for performance under this Task Order are set forth in Attachment # J.6, hereto. Detailed lists (CD ROM) can be acquired by contacting the Task Order Manager.

5.0 Travel

Travel is required for approximately 35%-45% (see Paragraphs 3.3.3 and 3.6.2) of the missions. Aerial target activity is frequently supported at China Lake, California and White Sands Missile Range, New Mexico as well as other remote sites. Seaborne missions are frequently supported in the Southern California operating areas.

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SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

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

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

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

SHIP TO:

Commander
Code 532000E (Robert Williams - 805-989-5909)
NAWCWD
575 I Avenue, Suite 1
Point Mugu, CA 93042-5049

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and the Quality Assurance Surveillance Plan (QASP), Attachment J.1, and the Award Fee Plan, Attachment J.2.

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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	5/19/2008 - 5/18/2009
3000	5/19/2008 - 5/18/2009

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

4000	5/19/2009 - 5/18/2010
4100	5/19/2010 - 5/18/2011
4200	5/19/2011 - 5/18/2012
4300	5/19/2012 - 5/18/2013
6000	5/19/2009 - 5/18/2010
6100	5/19/2010 - 5/18/2011
6200	5/19/2011 - 5/18/2012
6300	5/19/2012 - 5/18/2013

Services to be performed hereunder will be provided at (See Section C, Performance Work Statement, paragraph 1.1).

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SECTION G CONTRACT ADMINISTRATION DATA

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (DEC 2007)

(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:	<p>If the Paying Office (see below) is N50120:</p> <p>-- Select Combo for Fixed Price Supplies and Services.</p> <p>-- Select Cost Voucher for all Cost or T&M contracts or CLINs.</p> <p>For ALL OTHER Paying Offices:</p> <p>-- Select 2-in-1 for FFP Services Only.</p> <p>-- Select Combo for Supplies, or Supplies AND FFP Services.</p> <p>-- Select Cost Voucher for all Cost or T&M contracts or CLINs.</p> <p>Questions? Call 1-800-559-WAWF (9293).</p>
Issuing Office DODAAC	N68936
Admin Office DODAAC:	S2101A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N68936
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),	N68936

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Service Approver DODAAC (Cost Voucher)	
DCAA Office DODAAC (Used on Cost Voucher's only):	HAA719
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
Patrice Melanson	patrice.melanson@navy.mil	(805) 989-8982	Contract Specialist
Robert Williams	robert.r.williams@navy.mil	(805) 989-5909	Task Order Manager

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 52.216-8) 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:

ESTIMATED

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

\$ 4,773,779; [b(4)] 19 May 2008 to 30 Sep 2008

(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 [] 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.

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FUNDING PROFILE

It is estimated that these incremental funds will provide for _*_ man-hours per year for a total of 746,380 man-hours if all options are exercised. The following details the funding to date:

*Base Year:
Option Yr 1:
Option Yr 2:
Option Yr 3:
Option Yr 4:

b(4)

Total				
Contract	Funds This	Previous	Funds	Balance
<u>CPAF</u>	<u>Action</u>	<u>Funding</u>	<u>Available</u>	<u>Unfunded</u>
\$11,336,253.	\$5,000,000.	\$0	\$5,000,000.	\$6,336,253

TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005)

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

Name: Robert R. Williams

Code: 532000E

E-mail: robert.r.williams@navy.mil

Mailing Address: Commander, Code 532000E, 575 I Avenue, Ste 1, Point Mugu, CA 93042

Telephone:

Commercial (805) 989-5909

DSN 351-5909

(b) The TOM is responsible for those specific functions assigned in the Task Order Manager appointment letter.

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

Accounting Data

SLINID	PR Number	Amount
100001	1300104172	[b(4)]
LLA : AA 97X4930 NH2C 252 77777 0 050120 2F 000000 WC058PR00568		
CIN: 130010417200001		
100002	1300104172	[b(4)]

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LLA :

AA 97X4930 NH2C 252 77777 0 050120 2F 000000 WC058PR00568

To be paid upon issuance of Modification to determine Award Fee.

300001 1300104172

[b(4)]

LLA :

AA 97X4930 NH2C 252 77777 0 050120 2F 000000 WC058PR00568

CIN: 130010417200001

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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.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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 Section C, Performance Work Statement, paragraphs 1.1 and 1.2. The Task Order 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

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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.
- (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 12 months 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 12 months 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

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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 12 months 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 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 within 12 months 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

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provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005) -ALT I (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, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.
- (c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.
- (d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (NAVAIR) (OCT 1994)

A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, Attachment [insert attachment number] (wage determination in the existing contract) will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

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

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

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

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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.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (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, information regarding the full financial impact of the change, 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 to or higher than the qualifications of the person being replaced.

(e) In the event 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 offeror 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 offeror, 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 task 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 action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

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

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

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

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

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (APR 1998) - ALT I (APR 1998)

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): "None"

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

"None".

(3) Special Test Equipment (as defined in FAR 45.101):

See Attachment J.6, Government Property List.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

See Attachment J.6, Government Property List.

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

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"None"

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

See Attachment J.6, Government Property List.

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

None.

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

See Attachment J.6, Government Property List.

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(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

Bailment Agreement

Under which

(2) Description Serial Number Accountable

"None"

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Note: All Government property provided in the clause above shall be available on a non-interference basis.

Use when the task order provides for systems engineering and technical direction.

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H10S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-1

(a) In accordance with FAR 9.505-1; whereas this task order provides for systems engineering and technical direction (SETD), the Contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any system or subsystems for which the SETD functions are performed hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of one year after the term of this contract.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide, in writing, to the Task Order Contracting Officer, a certification that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order 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.

(e) The prohibitions imposed by this clause may be waived by the Task Order Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005)

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the GQM-163 Target associate contractors to ensure complete compatibility between equipment, data, and services for the GQM-163, Command, Control and Telemetry Systems to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

Contractors : _Orbital Sciences_

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

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(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use, modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary.

(g) "Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information:

[] is not known or available from other sources without obligations concerning its confidentiality;

[] has not been made available by the owners to others without obligation concerning its confidentiality;

[] is not already available to the Government without obligation concerning its confidentiality; and

[] has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

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

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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: See Task Order Contracting Officer on page 2.

ASSIGNMENT OF GOVERNMENT PROPERTY ADMINISTRATOR

In accordance with FAR Part 45, as supplemented, the following individual has been appointed as the Government Property Administrator for this contract.

Commander
Code 210000D (Lisa Pelzl)
429 E. Bowen Road - Stop 4015
China Lake, CA 93555-6100

POST AWARD CONFERENCE

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

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

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

52.244-2 SUBCONTRACTS (Aug 1998) - alternate I (JAN 2006)

Paragraph (k) Fill-in: KRATOS Defense & Security Solutions, 4810 Eastgate Mall, San Diego, CA 92121

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

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

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

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

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

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

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

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

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

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software

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received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

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

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 during the life of the contract.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$1,084,362 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

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<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>	
Engineering Technician III	\$ 41.47	\$ 3.16
SPVY Engineering Technician	\$ 41.09	\$ 3.16
Material Control Supervisor	\$ 34.30	\$ 3.16
Material Coordinator	\$ 21.57	\$ 3.16
Order Filler	\$ 28.60	\$ 3.16
Production Clerk	\$ 34.60	\$ 3.16
Order Filler	\$ 28.60	\$ 3.16
Property Leader	\$ 34.60	\$ 3.16
Subscale Manager/Engineering Tech V	\$ 41.09	\$ 3.16
Quality Assurance Supervisor	\$ 41.09	\$ 3.16
Quality Assurance Inspector	\$ 23.38	\$ 3.16
Engineering Technician IV	\$ 34.60	\$ 3.16
Aircraft Mechanic	\$ 25.80	\$ 3.16
Aircraft Mechanic Helper	\$ 24.39	\$ 3.16
Ordnance	\$ 25.80	\$ 3.16
Electronics Tech/Maintenance III	\$ 26.77	\$ 3.16
Electronics Tech/Maintenance II	\$ 25.80	\$ 3.16
Electronics Tech/Maintenance I	\$ 24.39	\$ 3.16
Seaborne Division Manager	\$ 41.09	\$ 3.16
Electrician	\$ 34.60	\$ 3.16
Machinery Maintenance Mechanic	\$ 29.46	\$ 3.16
General Maintenance Worker	\$ 24.39	\$ 3.16
Rigger	\$ 24.39	\$ 3.16
Welder	\$ 24.39	\$ 3.16
Maintenance Trades Helper	\$ 21.57	\$ 3.16
Program Manager	\$ 58.99	\$ 3.16
Business Manager	\$ 41.47	\$ 3.16
Office Manager	\$ 28.60	\$ 3.16
Scenario Analyst	\$ 34.60	\$ 3.16
Scheduler	\$ 28.60	\$ 3.16
Tow Shop Lead/Aircraft Mech. CDI	\$ 34.30	\$ 3.16
Aircraft Mechanic/Ordnance	\$ 24.39	\$ 3.16
Target Augmentation/Kits Lead	\$ 34.30	\$ 3.16
Electronics Technician Maintenance II	\$ 34.60	\$ 3.16
Supply Technician	\$ 28.60	\$ 3.16

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SECTION J LIST OF ATTACHMENTS

- J.1 Quality Assurance Surveillance Plan
- J.2 Award Fee Plan
- J.3 Award Fee Plan - Tables
- J.4 Wage Determination No 2005-2071, Rev 4
- J.5 Contract Security Classification Specification, DD Form 254
- J.6 Government Furnished Property
- J.7 Target Operations Desk Guide (TODG)
- J.8 Contract Data Requirements List (CDRL), DD Form 1423