

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4123	2. DELIVERY ORDER NO. M801	3. EFFECTIVE DATE 10/01/2006	4. PURCHASE REQUEST NO. N00421-06-NR-55698
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5. ISSUED BY NAVAIR Aircraft Division Pax River BEVERLY P JOHNSON 251600A 21983 BUNDY ROAD, Bldg 441 Patuxent River, MD 20670 BEVERLY.JOHNSON1@NAVY.MIL 301-757-2525 Ext.	CODE N00421	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS, VA 20109-2342	CODE S2404A
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7. CONTRACTOR SENTEL Corporation 2800 Eisenhower Ave. Suite 300 Alexandria, VA 22314	CODE OHUZ5	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			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	CODE HQ0338
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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.

SENTEL Corporation

Gary Seeber, Corporate Contracts

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
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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: RITA A PEGG	22. TOTAL 09/28/2006 \$1,846,160.00 CONTRACTING/ORDERING OFFICER
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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

Under SECTION A - SOLICITATION/CONTRACT FORM:

***NOTE:**

The "Availability of Funds" clause 52.232-18 has been incorporated in full force into the base period of this contract for CLINs 1000 and 3000. No tasking can be performed under Section C, 3.0 Scope with the exception of Section C, 3.0(s) Scope which governs the Joint Program Office (JPO) for the Spanish and Italian Navies.

BLOCK 6:

Beverly P. Johnson, Contract Specialist

E-mail: Beverly.Johnson1@navy.mil

Phone: 301-757-2525

Fax: 301-757-2526

BLOCK 8:

DUNS: 198151078

BLOCK 16A:

Rita A. Pegg, Contracting Officer

E-mail: Rita.Pegg@navy.mil

Phone: 301-757-2528

Fax: 301-757-2526

Under SECTION G - CONTRACT ADMINISTRATION DATA:

This task order is incrementally funded: see Section G under clause SEA 5252.232-9104 "Allotment of Funds: (May 1993).

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$132,169.00 from \$0.00 to \$132,169.00.

DESCRIPTION	TOTAL NTE	FUNDS THIS MOD	FUNDS AVAILABLE FOR PAYMENT	REMAINS TO BE FUNDED
LABOR CLIN 1000	\$1,403,948.00	\$-	\$-	\$1,403,948.00
LABOR CLIN 1100	\$132,169.00	\$132,169.00	\$132,169.00	\$-
LABOR CLIN 1200	\$225,043.00	\$-	\$-	\$225,043.00
ODC's CLIN 3000	\$85,000.00	\$-	\$-	\$85,000.00
TOTAL	\$1,846,160.00	\$132,169.00	\$132,169.00	\$1,713,991.00

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Logistics Support Services for Interim Supply Support (ISS) Program in accordance with SOW and CDRL. (OTHER)	1.0 Lot	[REDACTED]	[REDACTED]	\$1,403,948

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL. (Spanish Navy). See special Instructions for Invoicing. (OTHER)	1.0 Lot	[REDACTED]	[REDACTED]	\$132,169

110001 Funding in support of the Spanish Navy ISS JPO Program. See Special Instructions for Invoicing

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1200	Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL. (Italian Navy). See special Instructions for Invoicing. (OTHER)	1.0 Lot	[REDACTED]	[REDACTED]	\$225,043

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1300	OPTION 1 Logistics Support Services for Interim Supply Support (ISS) Program in accordance with SOW and CDRL. (OTHER) Option	1.0 Lot	[REDACTED]	[REDACTED]	\$1,453,076

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1400	OPTION 1 Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL. (Spanish Navy). See special Instructions for Invoicing. (OTHER) Option	1.0 Lot	[REDACTED]	[REDACTED]	\$136,798

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1500 OPTION 1
Logistic Support
Services for the
ISS Joint Project
Office (JPO) in
accordance with
SOW and CDRL
(Italian Navy).
See Special
Instructions for
Invoicing.
(OTHER)
Option

1.0 Lot [REDACTED] [REDACTED] \$232,925

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	OPTION 2 Logistics Support Services for Interim Supply Support (ISS) Program in accordance with SOW and CDRL. (OTHER) Option	1.0 Lot [REDACTED]	[REDACTED]	\$1,504,024

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4100	OPTION 2 Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL (Spanish Navy). See Special Instructions for Invoicing. (OTHER) Option	1.0 Lot [REDACTED]	[REDACTED]	\$141,584

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4200	OPTION 2 Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL (Italian Navy). See Special Instructions for Invoicing. (OTHER) Option	1.0 Lot [REDACTED]	[REDACTED]	\$241,075

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4300	OPTION 3 Logistics Support Services for Interim Supply Support (ISS) Program in accordance with SOW and CDRL. (OTHER) Option	1.0 Lot [REDACTED]	[REDACTED]	\$1,556,724

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4400	OPTION 3 Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL (Spanish Navy). See Special	1.0 Lot [REDACTED]	[REDACTED]	\$146,539

Instructions for
Invoicing.
(OTHER)
Option

Item	Supplies/Services	Qty	Unit Est. Cost	Fixed Fee	CPFF
4500	OPTION 3 Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL (Italian Navy). See Special Instructions for Invoicing. (OTHER) Option	1.0	Lot		\$249,512

Item	Supplies/Services	Qty	Unit Est. Cost	Fixed Fee	CPFF
4600	OPTION 4 Logistics Support Services for Interim Supply Support Program in accordance with SOW and CDRL. (OTHER) Option	1.0	Lot		\$1,611,209

Item	Supplies/Services	Qty	Unit Est. Cost	Fixed Fee	CPFF
4700	OPTION 4 Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL (Spanish Navy). See Special Instructions for Invoicing. (OTHER) Option	1.0	Lot		\$151,665

Item	Supplies/Services	Qty	Unit Est. Cost	Fixed Fee	CPFF
4800	OPTION 4 Logistic Support Services for the ISS Joint Project Office (JPO) in accordance with SOW and CDRL (Italian Navy). See Special Instructions for Invoicing. (OTHER) Option	1.0	Lot		\$258,241
3000	ODC's in support of CLIN 1000 (OTHER)	1.0	Lot	\$85,000	
3100	OPTION 1 ODC's in support of CLIN 1300 (OTHER) Option	1.0	Lot	\$85,000	
6000	OPTION 2 ODC's in support of CLIN 4000 (OTHER) Option	1.0	Lot	\$85,000	
6100	OPTION 3 ODC's in support of CLIN 4300 (OTHER)	1.0	Lot	\$85,000	

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Option
6200 OPTION 4 1.0 Lot \$85,000
 ODC's in support
 of CLIN 4600
 (OTHER)
 Option

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

All CLINs are Cost Reimbursable to include travel and materials.

The exercise of option CLINs 4000, 4100, 4200, 4300, 4400, 4500, 4600, 4700, 4800, 6000, 6100, and CLIN 6200 are contingent upon the award term option period at the basic contract level being exercised.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 INTRODUCTION

The Naval Air Systems Command's (NAVAIR's) Interim Supply Support (ISS) covers the work required for the inventory management of all NAVAIR specific, pre-Material Support Date (MSD) "0" COG (free issue NAVAIR material designated as interim supply support material) Interim Contractor Support (ICS) spares. This program is a portion of the procurement funded Repair of Repairables (RoR) program both domestic and Foreign Military Sale (FMS) use.

2.0 PURPOSE:

This contract is to provide the necessary requirements to maintain RoR program logistics support for ISS, including all aspects involved in the support of the ISS Inventory Management Control System (IMCS).

3.0 SCOPE:

The contractor shall provide technical services required to support the following specific sites and Field Activities:

Government Operated RoR Warehouse Site

North Island NAS, CA; Government Furnished/Contractor Operated Site

-Warehouse space is 28,000 S.F. Average line items processed: Estimated Quantity 250/ per month

Beaufort MCAS, SC; Government Furnished/Contractor Operated Site

-Warehouse space is 36,000 S.F. Average Line items processed : Estimated Quantity 900/per month

Non-Warehouse Sites

-Contractor site: Central office: Data management of inventory control system (86% of Non-warehouse site personnel)

Philadelphia, PA; Government Furnished site: Staff supports NAVICP Phil. In administration of ISS program management support functions (14% of Non-warehouse site personnel)

4.0 APPLICABLE DOCUMENTS

- SECNAVINST 5000.2C, Implementation of Mandatory Procedures for Major and Non-Major Defense Acquisition Programs and Major and Non-Major Information Technology Acquisition Programs
- NAVSUPINST 4400.93A, Interim Contractor Supply Support for Weapon Systems and Equipment.
- NAVICPINST 4400.15F, Transition From Interim Support to Government Support for Aviation Weapons and Support Equipment
- NAVICPINST 4400.18D, Interim Supply Support for Aviation Weapon Systems and Support Equipment
- NAVSUP Publication 485, Afloat Supply Procedures

5.0 PERFORMANCE REQUIREMENTS:

5.1 Operate the NAVAIR ISS IMCS with functions to include:

a. Operate NAVAIR specific, pre-MSD, "0" COG ICS spares oversight system for Not Ready For Issue (NRFI) fleet returns of pre-MSD spares and Ready For Issue (RFI) returns from Original Equipment Manufacture (OEM). This oversight system shall be comprised of East Coast and West Coast receiving and shipping sites in addition to an inventory control system located in Alexandria, VA and respond to Navy Inventory Control Point-Philadelphia, PA (NAVICP-P) repair and return induction notices associated with Aircraft Procurement Navy (APN-6) Repair of Repairables (RoR) program.

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- b. Receive NAVAIR specific "0" COG pre-MSD Fleet Customer requisitions and status from Defense Automated Address System (DAAS).
 - c. Transmit validated NAVAIR specific "0" COG pre-MSD requisitions and ensure requisitioner is a valid pre-MSD customer utilizing DAAS.
 - d. Operate the NAVAIR pre-MSD "0" Cog Logistics Support Center (LSC) to provide real time inventory management data to NAVICP Logistics Managers and end users for all pre-MSD "0" Cog spares.
 - e. Operate receiving and shipping customer status information center to include telephone and online support for Fleet user inquiries concerning NAVAIR specific pre-MSD "0" COG materials associated with APN-6 RoR program.
 - f. Perform inventory control system validation and site maintenance between ordering/shipping sites and NAVICP-Philadelphia Integrated Weapons System Team (IWST) Logistics Managers (LMs) for NRFI returns of pre-MSD spares and RFI returns from OEM.
 - g. Update NAVICP stock balance and stock-in-transit files through Transaction Item Reporting (TIRs). This action shall enable inventory management of materials that are Ready for Issue (RFI) or are awaiting induction into the RoR repair-and-return cycle.
 - h. Update ISS stock control data elements on the NAVICP-Philadelphia master data file via C10 (an 80 card column format data file which effect changes/modifies data elements) to NAVICP-Philadelphia.
 - i. Update stock control elements in the ISS IMCS by incorporating and processing change notice reports from NAVICP-Philadelphia.
 - j. Provide required reports for "0" Cog transitioning conferences to include issue, receipt, backorder, inventory, and Interim Support Item Lists (ISIL) and demand history in accordance with Contract Data Requirements List (CDRL).
 - k. Provide ISS ISIL catalog information to TYCOMs, Fleet Units, NAVICP and NAVAIR representatives in order to facilitate Interim Support Allowance Listing (ISAL) development.
 - l. Provide interface functions between Fleet, TYCOM, NAVICP, and NAVAIR spares stakeholders to include requisition and stock status, material identification and high priority walk-ins.
 - m. Establish, update, and distribute ISILs to designated Government representative.
 - n. Assign ship codes instructions for newly established ISS NIINs and transmit to NAVICP-Mechanicsburg for inclusion into the Navy's Master Repairable Item List (MRIL).
 - o. Plan/execute/transition "0" Cog material from NAVAIR custody to Navy supply support system at MSD. Reutilize residual items in the Real-time Residual Asset Material (R-RAM) system when applicable.
 - p. Provide ISALs and Naval Aviation Logistics Command Management Information (NALCOMIS) products to Fleet customers.
 - q. Resolve Stock in Transit (SIT) discrepancies and Unresolved Balances (URBs) with NAVICP and NAVSUP.
 - r. All non-NAVAIR "0" Cog users of the above requirements shall have to provide funding to this effort based on an activity based, pro rata share of costs. Activity based can be determined on the basis of line items, storage space usage, shipping/receiving/issuing actions, or any other special considerations as deemed necessary by NAVAIR Contracting Officer Representative (COR) and vendor.
 - s. Operate Joint Project Office (JPO) warehouse, in Beaufort SC. Receive, store and issue materiel to authorized Spanish and Italian Naval activities. Maintain inventory control, receive and track repairable material. Provide status and inventory reports as required by the Spanish and Italian Navies.
 - t. Perform Special projects as required by NAVAIR.
- 5.2 Software Requirements – The contractor shall have knowledge of and access to the following software applications is required to support AIR-6.8.3.
- a. Real-Time Reutilization Asset Management (RRAM) from NAVSUP
 - b. Microsoft Office applications (2003 or newer)

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c. Smart Transportation System (STS) from Naval Operational Logistics Support Center (NOLSC)

5.3 Performance Standards –This requirement is performed based. The standards for performance, the acceptable quality level (AQL) and in incentives are included in Attachment 2.

6.0 DELIVERABLES

All Deliverables shall be delivered in accordance with the schedules and conditions specified in the attached Contracts Data Requirements List (CDRL), DD Form 1423, Exhibit A. A001 Technical Report-Study/Services.

7.0 CONSTRAINTS

- Names and registration forms of contractor individuals requiring access to North Island NAS, CA, Beaufort MCAS, SC, and Philadelphia shall be identified to the task order manager within one week after contract award. Accesses to be effective on the task order start date. All information, data and materials that the contractor will be exposed to are unclassified.

-Place of performance

Warehouse Sites:

North Island NAS, CA – 100% Government Site

Beaufort MCAS, SC – 100% Government Site

Non-Warehouse Sites:

Government Site (Philadelphia, PA) 14%; Contractor Site 86%

8.0 TRAVEL (CLINs 3000, 3100, 6000, 6100, and 6200)

The following table gives an estimate of the yearly travel requirements:

LOCATION	#TRIPS	# OF PEOPLE	# DAYS
Beaufort, SC	2	1	2
North Island, CA	2	1	2

The Task Order Manager (TOM) shall authorize all travel in advance. Travel shall be reimbursed at cost in accordance with the Joint Travel Regulations.

Note: It is anticipated that no Temporary Additional Duty (TDY) assignments away from the primary site of performance will be required. However, the Government reserves the right to assign TDY tasks away from the primary duty station.

9.0 MATERIAL COSTS/ OTHER DIRECT COSTS (CLINs 3000, 3100, 6000, 6100, and 6200)

The Contractor may be required to provide material, equipment and supplies. The Contractor shall lease or purchase equipment, miscellaneous supplies and hardware for equipment and mailings in support of this effort through ODC's. Examples would be monthly lease charges for Material Handling Equipment (MHE) and Commercial Packing supplies. The TOM shall authorize all material procurements and only those material expenses having prior TOM approval shall be reimbursed to the Contractor.

10.0 GOVERNMENT FURNISHED EQUIPMENT(GFE)

Air 6.8.3.3 shall provide the following GFE, as is, to the Contractor to support the specific sites within 30 days of contract award:

Attachment 6- Contractor's Facility List

Attachment 7- Beaufort, SC List

Attachment 8- North Island, CA List

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	10/1/2006 - 9/30/2007
1100	10/1/2006 - 9/30/2007
1200	10/1/2006 - 9/30/2007
3000	10/1/2006 - 9/30/2007

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

1300	10/1/2007 - 9/30/2008
1400	10/1/2007 - 9/30/2008
1500	10/1/2007 - 9/30/2008
3100	10/1/2007 - 9/30/2008
4000	10/1/2008 - 9/30/2009
4100	10/1/2008 - 9/30/2009
4200	10/1/2008 - 9/30/2009
4300	10/1/2009 - 9/30/2010
4400	10/1/2009 - 9/30/2010
4500	10/1/2009 - 9/30/2010
4600	10/1/2010 - 9/30/2011
4700	10/1/2010 - 9/30/2011
4800	10/1/2010 - 9/30/2011
6000	10/1/2008 - 9/30/2009
6100	10/1/2009 - 9/30/2010
6200	10/1/2010 - 9/30/2011

F-1 Task Order Options

(b)The Government may extend the term of this order by written notice to the contractor within 5 days of the current period of performance; provided, that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

(c) If the Government exercises this option, the extended order shall be considered to include this option provision.

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

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
110001	NA	132169.00

LLA :
AA HSBC USA Bank Account Number: 389-047501-7
PMA-257 Spanish funds
See Special Instructions for Invoicing

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

This entire contract is cost type.

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

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE

ALTERNATE I (NAVAIR)(JUN 2006)

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.
- (c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.
- (e) Informational SLINs, e.g. 000101, are as follows:

"See Accounting Data Above"

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Keith Weidenbach

Code:6.8.3

Mailing Address:

47013 Hinkle Circle

Building 448, Rm 0001B

Patuxent River, MD 20670

Telephone:(301) 757-9173

- (b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.
- (c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this

task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, PCO or ACO has issued a formal modification.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WAWF Invoice Type:	Access the following web site for information on invoice types: http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html
	Click on Vendor, then Determine Type of Document to Create.
Issuing Office DODAAC	N00421.
Admin Office DODAAC:	Enter Admin Office DODAAC : S2404A
Inspector DODAAC (if applicable):	
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (for the Final Cost voucher) (if applicable)	DCMA dodaac: S2404A
Acceptor DODAAC (if applicable):	N00421
Local Processing Office (LPO -if applicable):	
DCAA Office DODAAC (Cost Voucher Approver - if applicable):	DCAA dodaac: HAA722
Paying Office DODAAC:	S2404A

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

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

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

Name: Keith Weidenbach
Email: Keith.Weidenbach@navy.mil
Phone: (301)757-9173
Role: TOM

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) 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:

ITEMS.....ALLOTED TO COST....ALLOTED TO FEE.....ESTIMATED POP

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1000/1100/1200/3000... [REDACTED] [REDACTED] 10/1/2006-11/30/2006

(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) CLIN 1100 is fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

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

Total

Base Year: \$1,846,160.00

Total Cost Base Year - \$0.00

Funds this Action - \$132,169.00 (\$132,169.00 JPO Labor; \$0.00 ODC's)

Previous Funding - \$0.00

Funds Available - \$132,169.00

Balance Unfunded - \$1,713,991.00

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(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 [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the

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work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Deleted per Amendment 0001

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

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent [REDACTED] of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its

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current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [insert attachment number]. [insert either "Task orders issued under the contract" or "The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 2 years after the date of completion of the contract. (FAR 9.505-1(a))

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

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

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

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as

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

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [insert the period of prohibition] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

The contractor shall provide, as a minimum, the following information:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II. (h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 -- FIXED FEE (MAR 1997)

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

The "Availability of Funds" clause 52.232-18 has been incorporated in full force into the base period of this contract for CLINs 1000 and 3000. No tasking can be performed under Section C, 3.0 Scope with the exception of Section C, 3.0(s) Scope which governs the Joint Program Office (JPO) for the Spanish and Italian Navies.

52.232-18 -- AVAILABILITY OF FUNDS

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

CLAUSES INCORPORATED IN FULL TEXT

52.247-25 Government-Furnished Equipment With or Without Operators (Apr 1984)

The Government will provide peripherals computers without operators at Beaufort SC, North Island CA, and Contractor's Facility to assist in logistics support, when required.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT 1 - PERSONNEL QUALIFICATIONS (1 PAGE)

ATTACHMENT 2 - SEAPORT TASK ORDER MANAGER (TOM) APPOINTMENT LETTER (3 PAGES)

ATTACHMENT 3 - PERFORMANCE METRICS (2 PAGES)

ATTACHMENT 4 - SPECIAL INSTRUCTIONS FOR SPANISH FUNDS (2 PAGES)

ATTACHMENT 5 - SPECIAL INSTRUCTIONS FOR ITALIAN FUNDS (2 PAGES)

ATTACHMENT 6 - GOVERNMENT FURNISHED EQUIPMENT CONTRACTOR'S FACILITY (2 PAGES)

ATTACHMENT 7 - GOVERNMENT FURNISHED EQUIPMENT BEAUFORT, SC (1 PAGE)

ATTACHMENT 8 - GOVERNMENT FURNISHED EQUIPMENT NORTH ISLAND, CA (1 PAGE)

EXHIBIT A - CONTRACT DATA REQUIREMENT LIST (CDRLS) (1 PAGE)