

2. AMENDMENT/MODIFICATION NO. 33	3. EFFECTIVE DATE 28-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. 1300142249-0002 and 1300119504-0002	5. PROJECT NO. (If applicable) N/A
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6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 stephanie.leikach@navy.mil 301-757-9739	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technical Systems Integration, Inc. 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-04-D-4147-M801 10B. DATED (SEE ITEM 13) 05-Apr-2006
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CAGE CODE 0WWW3	FACILITY CODE 802337436
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to 1) deobligate funds from ACRNs AP and AV, and 2) modify Section G, Contract Administration Data, Clause SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993). Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased by \$242,774.76 from \$11,165,492.49 to \$10,922,717.73.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
133001	RDT&E	185,000.00	(40,043.70)	144,956.30
133201	OTHER	185,000.00	(41,068.28)	143,931.72
133601	O&MN,N	27,000.00	(16,183.86)	10,816.14
333003	RDT&E	5,000.00	(478.92)	4,521.08
441001	RDT&E	650,000.00	(145,000.00)	505,000.00

The total value of the order is hereby increased by \$0.00 from \$20,085,591.05 to \$20,085,591.05.

1) In Section G, Contract Accounting Data, the following lines of accounting were modified as follows:

133001 1300119504 (40043.70)
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000
 Standard Number: NA
 COST CODE: A00000110026
 ACRN: AP
 CIN: 130011950400001

133201 1300119504 (41068.28)
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000
 Standard Number: NA
 COST CODE: A00000110026
 ACRN: AP
 CIN: 130011950400001

133601 1300119504 (16183.86)
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000
 Standard Number: NA
 COST CODE: A00000110026
 ACRN: AP
 CIN: 130011950400001

333003 1300119504-0001 (478.92)
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000110026
 ACRN: AP
 CIN 130011950400003

441001 1300142249-0001 (145000.00)
 LLA :
 AV 1701319 J7A2 251 00019 0 050120 2D 000000 A10000343681
 Standard Number: NA
 COST CODE: A10000343681
 CIN 130014224900002

MOD 33 Funding -242774.76
 Cumulative Funding 10922717.73

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2) In Section G, Contract Administration Data, the following clause, SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) was deleted and replaced in its entirety with the following:

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:

CLIN	Allotted to Cost	Allotted to Fee	Period of Performance
1000	\$1,564,474.00	\$92,176.00	07 Apr 06 - 21 Jan 07
1110	\$770,221.49	\$52,673.51	22 Jan 07 - 18 Jan 08
1120	\$1,148,714.32	\$78,557.68	22 Jan 07 - 18 Jan 08
1210	\$772,191.59	\$52,808.41	19 Jan 08 - 31 Dec 08
1224	\$917,270.00	\$62,730.00	19 Jan 08 - 31 Dec 08
1230	\$114,190.52	\$7,809.48	19 Aug 08 - 30 Nov 08
1236	\$159,118.00	\$10,882.00	03 Apr 08 - 30 Sep 08
3110	\$70,000.00	\$0.00	22 Jan 07 - 18 Jan 08
3120	\$90,000.00	\$0.00	22 Jan 07 - 18 Jan 08
3230	\$10,000.00	\$0.00	19 Aug 08 - 30 Nov 08
3210	\$75,000.00	\$0.00	19 Jan 08 - 30 Nov 08
3224	\$50,000.00	\$0.00	19 Jan 08 - 31 Dec 08
3236	\$10,000.00	\$0.00	03 Apr 08 - 30 Sep 08
1310	\$742,240.07	\$50,759.93	01 Jan 09 - 31 Dec 09
1322	\$105,258.84	\$7,198.16	27 Mar 09 - 30 Nov 09
1324	\$1,021,165.09	\$69,834.91	01 Jan 09 - 30 Nov 09
1330	\$135,676.06	\$9,280.24	01 Jan 09 - 31 Dec 09
1332	\$134,717.07	\$9,214.65	01 Jan 09 - 31 Dec 09
1336	\$1,226,352.14	\$83,882.49	01 Jan 09 - 30 Nov 09
1350	\$0.00	\$0.00	01 Jan 09 - 30 Nov 09
3310	\$151,000.00	\$0.00	01 Jan 09 - 31 Dec 09
3322	\$49,400.00	\$0.00	01 Jan 09 - 30 Nov 09
3324	\$34,000.00	\$0.00	01 Jan 09 - 30 Nov 09
3330	\$27,521.08	\$0.00	01 Jan 09 - 31 Dec 09
3336	\$20,000.00	\$0.00	01 Jan 09 - 31 Dec 09
4410	\$472,669.41	\$32,330.59	01 Jan 10 - 31 Dec 10
6410	\$120,000.00	\$0.00	01 Jan 10 - 31 Dec 10
4422	\$266,757.26	\$18,242.74	01 Jan 10 - 31 Dec 10
6422	\$25,000.00	\$0.00	01 Jan 10 - 31 Dec 10

Note: The end date of the period of performance for CLINs 1210, 1224, 1236, 3210, 3224, 3236, 1310, 1324, 1330, 1332, 1336, 3310, 3322, 3324 and 3330 reflects the Work Completion Date for the applicable funding, as set forth by the NAVAIR Comptroller. In order for performance to continue beyond this date, a separate contract modification providing incremental funds is required.

(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 [3120, 1224, 1236, 1330, 1332, 1350, 3310, 3322, 3324 and 3236] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

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The following details funding to date:

BASE YEAR:

Total CLIN	1000
Total CPFF	\$1,656,650.00
Previous Funding	\$1,656,650.00
Funds This Action	\$0.00
Total funded this Period	\$1,656,650.00
Balance Unfunded	\$781,746.00

OPTION YEAR 1:

Total CLIN	1110	1120	3110	3120
Total CPFF	\$1,300,000.00	\$1,500,000.00	\$106,752.94	\$90,000.00
Previous Funding	\$0.00	\$0.00	\$0.00	\$0.00
Funds This Action	\$822,895.00	\$1,227,272.00	\$70,000.00	\$90,000.00
Total funded this Period	\$822,895.00	\$1,227,272.00	\$70,000.00	\$90,000.00
Balance Unfunded	\$477,105.00	\$272,728.00	\$36,752.94	\$0.00

Option Year 2:

Total CLIN	1210	1224	1230	1236	3210	3224	3230	3236
Total CPFF	\$1,470,000.00	\$980,000.00	\$165,000.00	\$170,000.00	\$121,224.61	\$50,000.00	\$20,000.00	\$10,000.00
Previous Funding	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Funds This Action	\$100,000.00	\$49,000.00	\$122,000.00	\$0.00	\$0.00	\$5,000.00	\$10,000.00	\$0.00
Total funded this Period	\$825,000.00	\$980,000.00	\$122,000.00	\$170,000.00	\$75,000.00	\$50,000.00	\$10,000.00	\$10,000.00
Balance Unfunded	\$677,000.00	\$0.00	\$43,000.00	\$0.00	\$46,224.61	\$0.00		

OPTION YEAR 3:

CLIN	Total CPFF	PreviousFunding	Funds This Action	Total Funds To Date	Balance Unfunded
1310	\$ 885,000.00	\$ -	\$ -	\$ 793,000.00	\$ 92,000.00
1322	\$ 323,581.51	\$ 112,457.00	\$ -	\$ 112,457.00	\$ 211,124.51
1324	\$ 1,400,000.00	1,091,000.00	\$ -	\$ 1,091,000.00	\$ 309,000.00
1330	\$ 185,000.00	\$185,000.00	\$(40,043.70)	\$144,956.30	\$40,043.70
1332	\$ 185,000.00	\$185,000.00	\$(41,068.28)	\$143,931.72	\$41,068.28
1336	\$ 1,326,418.49	\$ 1,326,418.49	\$(16,183.86)	\$1,310,234.63	\$16,183.86
1350	\$ -	\$ -	\$ -	\$ -	
3310	\$ 151,000.00	\$151,000.00	\$	\$ 151,000.00	\$ -
3322	\$49,400.00	\$49,400.00	\$	\$ 49,400.00	\$ -
3324	\$34,000.00	\$34,000.00	\$ -	\$ 34,000.00	\$ -
3330	\$28,000.00	\$28,000.00	\$(478.92)	\$27,521.08	\$478.92
3332	-	\$ -	\$	\$ -	
3336	\$20,000.00	\$ (19,400.00)	\$ -	\$ 19400	\$ 600

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3340	\$ 15,000.00	\$9,558.59	\$	\$	-	\$	9,558.59
3350	\$ 27,000.00	\$19,400.00	\$	\$	-	\$	7,600.00

OPTION 4

LABOR CLINs	4410	4420	4422	4424	4430	4432	4436	4440	4450
Total CPFF	\$ 1,800,000.00	\$	\$ 729,000.00	\$ 730,000.00	\$ 205,000.00	\$ 205,000.00	\$ 300,000.00	\$ 250,000.00	\$ 800,000.00
Previous Funds	\$650,000.00								
Funds This Action	(145,000.00)		\$285,000	\$	\$	\$	\$	\$	\$
Total Funded This Option	\$505,000		\$285,000						
Unfunded Balance	1,295,000.00		\$444,000						

ODC CLINs	6410	6420	6422	6424	6430	6432	6436	6440	6450
Total CPFF	\$ 105,628.91	\$	\$ 30,000.00	\$ 34,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 35,000.00
Previous Funds	\$								
Funds This Action	\$	\$	\$25,000	\$	\$	\$	\$	\$	\$
Total Funded This Option	\$ 102,000.00		\$25,000						
Unfunded Balance	\$ 3,628.91		\$5,000						

work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 259,627 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 3,224 hours per month. 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

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continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

(5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the 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.

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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	Fixed Fee	CPFF
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1000	Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs (RDT&E)		1.0 Lot	\$2,302,727.00	\$135,669.00	\$2,438,396.00
100001	Funding in support of CLIN 1000 ACRN: AA (RDT&E)					
100002	Funding in support of CLIN 1000 (RDT&E)					
100003	Funding in support of CLIN 1000 (RDT&E)					
100004	Funding in support of CLIN 1000 (RDT&E)					
100005	Funding in support of CLIN 1000 (RDT&E)					
1110	BAMS (RDT&E)- Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (RDT&E)		1.0 Lot	\$1,216,787.00	\$83,213.00	\$1,300,000.00
111001	Funding in support of CLIN 1110 (RDT&E)					
1120	VTUAV (RDT&E)- Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs -		1.0 Lot	\$1,403,985.00	\$96,015.00	\$1,500,000.00

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Option 1 (RDT&E)

112001	Labor funding in support if CLIN 1120 (RDT&E)				
1122	VTUAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
1124	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (O&MN,N)	1.0 Lot	\$0.00	\$0.00	\$0.00
1130	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (RDT&E)	1.0 Lot	\$0.00	\$0.00	\$0.00
1132	Small UAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (OTHER)	1.0 Lot	\$140,398.00	\$9,602.00	\$150,000.00
1136	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (O&MN,N)	1.0 Lot	\$0.00	\$0.00	\$0.00
1140	GHMD - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems	1.0 Lot	\$0.00	\$0.00	\$0.00

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	(UAS) programs in accordance with SOW and CDRLs - Option 1 (O&MN,N)				
1150	Pioneer - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (O&MN,N)	1.0 Lot	\$140,398.00	\$9,602.00	\$150,000.00
1210	BAMS - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (RDT&E)	1.0 Lot	\$1,375,905.00	\$94,095.00	\$1,470,000.00
121001	Funding to support CLIN 1210 (RDT&E)				
121002	Funding to support CLIN 1210 (RDT&E)				
1220	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (RDT&E)	1.0 Lot	\$467,995.00	\$32,005.00	\$500,000.00
1222	VTUAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
1224	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (O&MN,N)	1.0 Lot	\$917,270.00	\$62,730.00	\$980,000.00
122401	Funding to				

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support CLIN 1224
(O&MN,N)

122402 Funding to
support CLIN 1224
(O&MN,N)

122403 Incremental
funding to
support CLIN 1224
(O&MN,N)

1230	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (RDT&E)	1.0 Lot	\$154,438.00	\$10,562.00	\$165,000.00
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123001 Incremental
funding for CLIN
1230 (RDT&E)

1232	Small UAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (OTHER)	1.0 Lot	\$154,438.00	\$10,562.00	\$165,000.00
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1236	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (O&MN,N)	1.0 Lot	\$159,118.00	\$10,882.00	\$170,000.00
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123601 Funding to
support CLIN 1236
(O&MN,N)

1240	GHMD - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (O&MN,N)	1.0 Lot	\$140,398.00	\$9,602.00	\$150,000.00
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1250	Pioneer - Provide Logistics Support	1.0 Lot	\$467,995.00	\$32,005.00	\$500,000.00
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services for
PMA-263, Unmanned
Aerial Systems
(UAS) programs in
accordance with
SOW and CDRLs -
Option 2 (O&MN,N)

1310	BAMS - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (RDT&E)	1.0 Lot	\$828,341.45	\$56,658.55	\$885,000.00
131001	Funding in Support of CLIN 1300. (RDT&E)				
131002	Funding in Support of CLIN 1300. (RDT&E)				
131003	Funding in Support of CLIN 1300. (RDT&E)				
1320	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (RDT&E) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
1322	VTUAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (OTHER)	1.0 Lot	\$302,865.51	\$20,716.00	\$323,581.51
132201	Funding in Support of CLIN 1300. (OTHER)				
132202	Funding in Support of CLIN 1300. (OTHER)				
1324	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems	1.0 Lot	\$1,310,386.00	\$89,614.00	\$1,400,000.00

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(UAS) programs in accordance with SOW and CDRLs - Option 3 (O&MN,N)

132401 Funding in Support of CLIN 1300 (O&MN,N)

132402 Funding in Support of CLIN 1300 (O&MN,N)

1330 Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (RDT&E) 1.0 Lot \$173,158.00 \$11,842.00 \$185,000.00

133001 Funding in Support of CLIN 1300. (RDT&E)

1332 Small UAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (OTHER) 1.0 Lot \$173,158.00 \$11,842.00 \$185,000.00

133201 Funding in Supprt of CLIN 1332. (OTHER)

1336 Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (O&MN,N) 1.0 Lot \$1,241,499.90 \$84,918.59 \$1,326,418.49

133601 Funding in Support of CLIN 1336. (O&MN,N)

133602 Funding in Support of CLIN 1336. (O&MN,N)

1340 GHMD - Provide Logistics Support services for 1.0 Lot \$205,918.00 \$14,082.00 \$220,000.00

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PMA-263, Unmanned
Aerial Systems
(UAS) programs in
accordance with
SOW and CDRLs -
Option 3 (O&MN,N)
Option

1350	Pioneer - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (O&MN,N)	1.0 Lot	\$0.00	\$0.00	\$0.00
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135001 Funding in Support of CLIN 1300 (O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3110	BAMS - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (RDT&E)	1.0 Lot		\$106,752.94
311001	Funding in support of CLIN 1110 (RDT&E)			
3120	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (RDT&E)	1.0 Lot		\$90,000.00
312001	Funding in support of CLIN 1120 (RDT&E)			
3122	VTUAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs -	1.0 Lot		\$0.00

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Option 1 (OTHER)

3124	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (O&MN,N)	1.0 Lot	\$0.00
3130	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (RDT&E)	1.0 Lot	\$0.00
3132	Small UAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (OTHER)	1.0 Lot	\$10,000.00
3136	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (O&MN,N)	1.0 Lot	\$0.00
3140	GHMD - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (O&MN,N)	1.0 Lot	\$0.00
3150	Pioneer - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 1 (O&MN,N)	1.0 Lot	\$10,000.00

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3210	BAMS - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (RDT&E)	1.0 Lot	\$121,224.61
321001	Funding to support CLIN 3210 (RDT&E)		
3220	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (RDT&E)	1.0 Lot	\$48,000.00
322001	Funding in support of CLIN 3220. (RDT&E)		
3222	VTUAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (OTHER)	1.0 Lot	\$0.00
3224	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 2 (O&MN,N)	1.0 Lot	\$50,000.00
322401	Funding to support CLIN 3224 (O&MN,N)		
322402	Funding to support CLIN 3224 (O&MN,N)		
322403	Funding to support CLIN 3224 (O&MN,N)		
3230	Small UAV - Provide Logistics Support services for PMA-263,	1.0 Lot	\$20,000.00

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Unmanned Aerial
Systems (UAS)
programs in
accordance with
SOW and CDRLs -
Option 2 (RDT&E)

323001 To provide
incremental
funding for CLIN
3230 (RDT&E)

3232 Small UAV - (APN) 1.0 Lot \$20,000.00
Provide Logistics
Support services
for PMA-263,
Unmanned Aerial
Systems (UAS)
programs in
accordance with
SOW and CDRLs -
Option 2 (OTHER)

3236 Small UAV - 1.0 Lot \$10,000.00
Provide Logistics
Support services
for PMA-263,
Unmanned Aerial
Systems (UAS)
programs in
accordance with
SOW and CDRLs -
Option 2 (O&MN,N)

323601 Funding to
support CLIN 3236
(O&MN,N)

3240 GHMD - Provide 1.0 Lot \$11,000.00
Logistics Support
services for
PMA-263, Unmanned
Aerial Systems
(UAS) programs in
accordance with
SOW and CDRLs -
Option 2 (O&MN,N)

3250 Pioneer - Provide 1.0 Lot \$12,000.00
Logistics Support
services for
PMA-263, Unmanned
Aerial Systems
(UAS) programs in
accordance with
SOW and CDRLs -
Option 2 (O&MN,N)

3310 BAMS - Provide 1.0 Lot \$151,000.00
Logistics Support
services for
PMA-263, Unmanned
Aerial Systems
(UAS) programs in
accordance with

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SOW and CDRLs -
Option 3 (RDT&E)

331001 Funding in
Support of CLIN
3300. (RDT&E)

331002 Funding in
Support of CLIN
3300. (RDT&E)

331003 Funding in
Support of CLIN
3300. (RDT&E)

331004 Funding in
Support of CLIN
3300. (RDT&E)

331005 Funding in
support of CLIN
3300 (RDT&E)

3320	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (RDT&E) Option	1.0 Lot	\$0.00
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3322	VTUAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (OTHER)	1.0 Lot	\$49,400.00
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332201 Funding in
Support of CLIN
3300. (OTHER)

332202 Funding in
Support of CLIN
3300. (OTHER)

332203 Funding in
Support of CLIN
3300. (OTHER)

3324	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs -	1.0 Lot	\$34,000.00
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Option 3 (O&MN,N)

332401	Funding in Support of CLIN 3300 (O&MN,N)		
332402	Funding in Support of CLIN 3300 (O&MN,N)		
3330	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (RDT&E)	1.0 Lot	\$28,000.00
333001	Funding in Support of CLIN 3330. (RDT&E)		
333002	Funding in Support of CLIN 3330. (RDT&E)		
333003	Funding in Support of CLIN 3330. (RDT&E)		
3332	Small UAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (OTHER)	1.0 Lot	\$0.00
3336	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (O&MN,N)	1.0 Lot	\$20,000.00
333601	Funding in support of CLIN 3336 (OTHER)		
333602	Funding in support of CLIN 3336 (OTHER)		
3340	GHMD - Provide Logistics Support	1.0 Lot	\$9,588.59

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services for
PMA-263, Unmanned
Aerial Systems
(UAS) programs in
accordance with
SOW and CDRLs -
Option 3 (O&MN,N)

3350	Pioneer - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 3 (O&MN,N)	1.0 Lot	\$7,600.00
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For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4410	BAMS - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (RDT&E)	1.0	Lot	\$1,684,782.00	\$115,218.00	\$1,800,000.00
441001	Funding in support of CLIN 4410 (RDT&E)					
4420	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (RDT&E)	1.0	Lot	\$0.00	\$0.00	\$0.00
4422	VTUAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (OTHER)	1.0	Lot	\$682,337.00	\$46,663.00	\$729,000.00
442201	Funding in support of CLIN 4422 (OTHER)					
4424	VTUAV - Provide Logistics Support	1.0	Lot	\$683,273.00	\$46,727.00	\$730,000.00

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services for
PMA-263, Unmanned
Aerial Systems
(UAS) programs in
accordance with
SOW and CDRLs -
Option 4 (OPN)

4430	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (RDT&E)	1.0 Lot	\$191,878.00	\$13,122.00	\$205,000.00
4432	Small UAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (OTHER)	1.0 Lot	\$191,878.00	\$13,122.00	\$205,000.00
4436	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (O&MN,N)	1.0 Lot	\$280,797.00	\$19,203.00	\$300,000.00
4440	GHMD - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (O&MN,N)	1.0 Lot	\$233,997.00	\$16,003.00	\$250,000.00
4450	Pioneer (O&M,N) - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (O&MN,N)	1.0 LH	\$748,792.00	\$51,208.00	\$800,000.00

For ODC Items:

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Item	Supplies/Services	Qty	Unit	Est. Cost
6410	BAMS - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (RDT&E)	1.0	Lot	\$105,628.91
641001	Funding in support of CLIN 6410 (RDT&E)			
6420	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (RDT&E)	1.0	Lot	\$0.00
6422	VTUAV - (APN) Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (OTHER)	1.0	Lot	\$30,000.00
642201	Funding in support of CLIN 6422 (OTHER)			
6424	VTUAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (O&MN,N)	1.0	Lot	\$34,000.00
6430	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (RDT&E)	1.0	Lot	\$30,000.00
6432	Small UAV - (APN) Provide Logistics	1.0	Lot	\$30,000.00

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Support services
for PMA-263,
Unmanned Aerial
Systems (UAS)
programs in
accordance with
SOW and CDRLs -
Option 4 (OTHER)

6436	Small UAV - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (O&MN,N)	1.0 Lot	\$30,000.00
6440	GHMD - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (O&MN,N)	1.0 Lot	\$20,000.00
6450	Pioneer (O&M,N) - Provide Logistics Support services for PMA-263, Unmanned Aerial Systems (UAS) programs in accordance with SOW and CDRLs - Option 4 (O&MN,N)	1.0 Lot	\$35,000.00

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 CLIN 4000 is contingent upon the award term option period at the basic contract level being exercised.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 INTRODUCTION.

This performance work statement (PWS) provides logistics support services and subject matter expertise for PMA263, the Navy and Marine Corps Unmanned Air Systems (UAS) Program Office. PMA263 supports multiple UAS acquisition programs. The UAS support a wide variety of missions vital to the sustainment and improvement of the critical Maritime and Littoral Intelligence, Surveillance, and Reconnaissance (ISR) capabilities for operational U.S. Naval Forces. The five UAS programs in this SOW include: Vertical Take-off and Landing Tactical Unmanned Aerial Vehicle (VTUAV); Broad Area Maritime Surveillance (BAMS); Global Hawk Maritime Demonstration (GHMD); Pioneer; and Small UAVs.

2.0 REQUIREMENTS

2.1 CLINs 1110, 3110, 1210, 3210, 1310, 3310, 4410, 6410: BAMS RDT&E,N

2.1.1 LOGISTICS MANAGEMENT SUPPORT

- The contractor shall provide SME to support acquisition logistics activities and products throughout the BAMS RDTE acquisition life cycle.
- The contractor shall provide BAMS source data in draft format and update acquisition and logistics documents, including: Acquisition Logistics Support Plans (ALSP) and Configuration Management Plans (CMP).
- The contractor shall update the BAMS ALSP every six months and as required.
- The contractor shall update the BAMS CMP every two years or as program milestones dictate.
- The contractor shall provide input to the BAMS APML to assess risk and provide risk mitigation/management strategies.
- The contractor shall provide technical assistance in Preliminary and Critical Design Reviews, Risk Management efforts for BAMS, and Integrated Baseline Reviews for Earned Value Management (EVM) efforts.
- The contractor shall provide analytical support to the development of BAMS program schedules and program master schedules to address the steps necessary for system development.
- The contractor shall provide BAMS developmental cost analyses for the APML.
- The contractor shall provide technical assistance and analysis to the APML as necessary to support decisions for the next stage of BAMS development, including expected changes to the operating environment.

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2.1.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide logistic/cost/readiness/supportability analyses for BAMS mission payloads, weapon systems, training systems, airborne weapons and support/test equipment.
- The contractor shall provide inputs and recommendations for development of BAMS Supportability Analysis Summaries (SAS).
- The contractor shall analyze and evaluate Condition Based Maintenance Plus (CBM+) for applicability and affordability in maintenance concept development and analyses, and provide technical recommendations to the APLM for possible incorporation in the BAMS logistics support plan.

2.1.3 MANPOWER & PERSONNEL

- The contractor shall conduct technical analysis to support manpower concept development and manpower requirements determination. Support will include analysis of manpower alternatives, manpower lifecycle cost analysis, and manpower impact (using Navy Manpower Analysis Center standards) resulting from changes in BAMS program specifications. Use of Training Planning Process Methodology (TRPPM), approved Navy manpower models and/or the development of ad hoc models to support analysis may be required.
- The contractor shall provide technical analysis and recommendations concerning manpower requirements for BAMS. This technical input will support development of Manpower Estimate Reports (MER) and Preliminary Manning Documents.
- The contractor shall provide analysis and technical advice to the program office on matter relating to the BAMS RDT&E program, including correction of capabilities/requirements documentation deficiencies, and technical review of agent inputs to facilitate approval.

2.1.4 TRAINING & TRAINING SYSTEMS

- The contractor shall provide expert analysis and technical recommendations to the BAMS RDTE program in the development of training products to ensure quality training which meets current mission requirements--both operator and maintainer--is ultimately developed.
- In providing logistics and technical support to BAMS RDTE program, the contractor shall ensure that current learning theories, best practices, risk management, development schedules, appropriate staffing, the most appropriate development models and strategies, effective quality processes, economical change processes, effective testing, subject matter expert reviews, and customer participation are effectively utilized to deliver timely, effective, technically correct, affordable, current, and comprehensive training products. This includes supporting the program in developing training products that meet the Navy Integrated Learning Environment (ILE) guidelines, are Shareable Content Object Reference Model (SCORM) compliant, and U.S. Rehabilitation Act Section 508 conformant.
- The contractor shall provide technical input to the BAMS Navy Training Systems Plan (NTSP) development to ensure the NTSP effectively incorporates the results of the Training Systems Requirements Analysis (TSRA) process and properly reflects the appropriate training required to meet mission requirements.
- The contractor shall conduct a thorough BAMS TSRA or Training Front End Analysis. This technical analysis should include a Training Situation Analysis (TSA), Training Systems Alternatives Report (TSAR), Training Device Requirements Document (TDRD), and a Training System Functional Description (TSFD). Guidance provided in MIL-PRF-29612 and MIL-HDBK-29612 and associated DIDs shall be utilized to ensure the required analysis supports comprehensive, affordable, and effective training.
- The results of the TSRA process shall be coordinated with the BAMS training community and the Fleet.

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- The contractor shall monitor the progress, and review products of the TSRA process to ensure the timely completion of high quality analysis documentation.

2.1.5 FACILITIES (SHIP/ SHORE)

- The contractor shall provide analysis of the facility requirements for integrating the BAMS RDTE program into new construction and legacy U.S. Navy ships.
- The contractor shall provide analysis and technical advice on matters relating to the BAMS RDTE program, including those that could affect cognizant commands/staffs/agencies/OEMs/stakeholders. The contractor shall provide technical analysis and source data for development/update of a Facilities Requirement Document (FRD).

2.1.6 TECHNICAL DATA

- The contractor shall provide BAMS technical analysis and support using MIL-STD-3001 and ASD/AIA S1000D Interactive Electronic Technical Manual (IETM) development specifications, NAVAIR 00-25-100, Naval Air Technical Data and Engineering Service Command (NATEC) technical manual policies and the NATEC web-based Technical Manual Application System (TMAPS) as guidance.
- The contractor shall provide technical data inputs to the BAMS RDTE program documents, including SOWs, System Specifications, Acquisition Logistics Support Plans (ALSP), and Logistics Requirements Funding Summaries (LRFS).

2.1.7 COMPUTER RESOURCES

- The contractor shall provide review and technical analysis of user interface requirements, including data capabilities with other services and NATO.
- The contractor shall provide technical analysis and support in the identification of BAMS documentation needs, special software certifications and recommendations on computer resource areas and support plans (maintenance/logistics, manpower/training, CM) to the APML to ensure requirements for training development of BAMS RDTE program is met.
- The contractor shall provide technical assessment of the impact of system changes on BAMS RDTE program development, and recommend necessary adjustments to the logistics structure to ensure optimal support.

2.1.8 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all BAMS classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning

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document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

2.2 CLINs 1120, 3120, 1220, 3220, 1320, 3320, 4420, 6420: VTUAV RDT&E,N

2.2.1 LOGISTICS MANAGEMENT SUPPORT

- The contractor shall provide SME to support acquisition logistics activities and products throughout the VTUAV RDTE acquisition life cycle.
- The contractor shall provide source data in draft format and update VTUAV RDTE acquisition and logistics documents, including: Acquisition Logistics Support Plans (ALSP) and Configuration Management Plans (CMP).
- The contractor shall update the VTUAV ALSP every six months and as required.
- The contractor shall update the VTUAV CMP every two years or as program milestones dictate.
- The contractor shall provide input to the VTUAV APML to assess risk and provide risk mitigation/management strategies.
- The contractor shall provide technical assistance in VTUAV Design Reviews, Risk Management efforts for IPTs, and Integrated Baseline Reviews for Earned Value Management (EVM) efforts.
- The contractor shall provide analytical support to the development of VTUAV program schedules and program master schedules to address the steps necessary for system development.
- The contractor shall provide VTUAV developmental cost analyses for the APML.
- The contractor shall provide technical assistance and analysis to the APML as necessary to support decisions for VTUAV development, including expected changes to the operating environment.

2.2.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide logistic/cost/readiness/supportability analyses for VTUAV mission payloads, weapon systems, training systems, airborne weapons and support/test.
- The contractor shall provide inputs and recommendations for development of VTUAV Supportability Analysis Summaries (SAS).
- The contractor shall analyze and evaluate Condition Based Maintenance Plus (CBM+) for applicability and affordability in maintenance concept development and analyses, and provide technical recommendations to the APML for possible incorporation in the VTUAV logistics support plan.

2.2.3 MANPOWER & PERSONNEL

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- The contractor shall conduct technical analysis to support manpower concept development and manpower requirements determination. Support will include analysis of manpower alternatives, manpower lifecycle cost analysis, and manpower impact (using Navy Manpower Analysis Center standards) resulting from changes in VTUAV program specifications. Use of Training Planning Process Methodology (TRPPM), approved Navy manpower models and/or the development of ad hoc models to support analysis may be required.
- The contractor shall provide technical analysis and recommendations concerning manpower requirements for VTUAV. This technical input will support Manpower Estimate Reports (MER) and Preliminary Manning Documents.
- The contractor shall provide analysis and technical advice to the program office on matters relating to the VTUAV RDT&E program, including correction of capabilities/requirements documentation deficiencies, and technical review of agent inputs to facilitate approval.

2.2.4 TRAINING & TRAINING SYSTEMS

- The contractor shall provide expert analysis and technical recommendations to the VTUAV RDTE program in the development of training products to ensure quality training which meets current mission requirements--both operator and maintainer--is ultimately developed.
- In providing logistics and technical support to VTUAV RDTE program, the contractor shall ensure that current learning theories, best practices, risk management, development schedules, appropriate staffing, the most appropriate development models and strategies, effective quality processes, economical change processes, effective testing, subject matter expert reviews, and customer participation are effectively utilized to deliver timely, effective, technically correct, affordable, current, and comprehensive training products. This includes supporting the program in developing training products that meet the Navy Integrated Learning Environment (ILE) guidelines, are Shareable Content Object Reference Model (SCORM) compliant, and U.S. Rehabilitation Act Section 508 conformant.
- The contractor shall provide technical input to the VTUAV Navy Training Systems Plan (NTSP) development to ensure the NTSP effectively incorporates the results of the Training Systems Requirements Analysis (TSRA) process and properly reflects the appropriate training required to meet mission requirements.
- The contractor shall conduct a thorough VTUAV TSRA or Training Front End Analysis. This technical analysis should include a Training Situation Analysis (TSA), Training Systems Alternatives Report (TSAR), Training Device Requirements Document (TDRD), and a Training System Functional Description (TSFD). Guidance provided in MIL-PRF-29612 and MIL-HDBK-29612 and associated DIDs shall be utilized to ensure the required analysis supports comprehensive, affordable, and effective training.
- The results of the TSRA process shall be coordinated with the VTUAV training community and the Fleet.
- The contractor shall monitor the progress, and review products of the TSRA process to ensure the timely completion of high quality analysis documentation.

2.2.5 FACILITIES (SHIP/ SHORE)

- The contractor shall provide analysis of the facility requirements for integrating the VTUAV RDTE program into U.S. Navy ships.
- The contractor shall provide analysis and technical advice on matters relating to the VTUAV RDTE program, including those that could affect cognizant commands/staffs/agencies/OEMs/stakeholders. The contractor shall provide technical analysis and source data for development/update of a Facilities Requirement Document (FRD).

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2.2.6 TECHNICAL DATA

- The contractor shall provide technical analysis and support using MIL-STD-3001 and ASD/AIA S1000D Interactive Electronic Technical Manual (IETM) development specifications, NAVAIR 00-25-100, Naval Air Technical Data and Engineering Service Command (NATEC) technical manual policies and the NATEC web-based Technical Manual Application System (TMAPS) as guidance.
- The contractor shall provide technical data inputs to the VTUAV RDTE program documents, including SOWs, System Specifications, Acquisition Logistics Support Plans (ALSP), and Logistics Requirements Funding Summaries (LRFS).

2.2.7 COMPUTER RESOURCES

- The contractor shall provide review and technical analysis of VTUAV user interface requirements, including data capabilities with other services and NATO.
- The contractor shall provide technical analysis and support in the identification of documentation needs, special software certifications and recommendations on computer resource areas and support plans (maintenance/logistics, manpower/training, CM) to the APML to ensure requirements for training development of VTUAV RDTE program is met.
- The contractor shall provide technical assessment of the impact of system changes on VTUAV RDTE program development, and recommend necessary adjustments to the logistics structure to ensure optimal support.

2.2.8 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all VTUAV classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

2.3 CLINs 1122, 3122, 1222, 3222, 1322, 3322, 4422, 6422: VTUAV AP,N

2.3.1 LOGISTICS MANAGEMENT SUPPORT

- LOGISTICS MANAGEMENT SUPPORT The contractor shall provide SME to support acquisition logistics activities

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and products during the VTUAV production phase.

- The contractor shall provide input to the VTUAV APML to assess risk and provide risk mitigation/management strategies.
- The contractor shall review VTUAV configuration management (CM) policy documentation to ensure consistency with modification program requirements. The contractor shall assure compliance with the Configuration Identification (CI) process. The contractor shall recommend the appropriate configuration control authority for each configuration document.
- The contractor shall recommend release of VTUAV configuration documentation and establish configuration baselines for the configuration control of CIs.
- The contractor shall provide VTUAV Configuration Status Accounting (CSA) data audits and reports.
- The contractor shall provide engineering and analytical support to improve the VTUAV CM process by using various management tools including, Modification Management Information System (MODMIS), Multi-User Engineering Change Proposal Approval and Review System (MEARS), Technical Directive Status Accounting (TDSA), and Kit Management Information System (KITMIS).
- The contractor shall provide VTUAV specific Integrated Logistics Support (ILS) - Engineering Change Proposal (ECP) review procedures.
- The contractor shall review and assess VTUAV ECPs and Technical Directives (TDs) and provide recommendations.
- The contractor shall review, evaluate, and update standard Navy automated management information systems used for tracking, controlling and analyzing actions, status and progress, and maintaining VTUAV configuration baselines, status accounting, and document control.

2.3.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide technical input to the development of VTUAV Maintenance Plans (MP)/ Logistics Support Analysis (LSA) records, maintenance tasks and Level of Repair Analysis (LORA) recommendations.
- The contractor shall review investigations of planned or proposed changes in VTUAV weapon systems/components reliability, maintainability, or performance characteristics, and provide recommendations.
- The contractor shall identify, analyze, and review impacts of new designs/design changes on VTUAV production support systems relative to environmental policies, regulations, and laws, and provide recommendations.

2.3.3 FACILITIES (SHIP/ SHORE)

- The contractor shall perform planning, coordination, and evaluation of VTUAV system integration efforts with cognizant agencies, including: OPNAV, NAVSEA/NAVAIR activities, AIR 1.2, PEO Ships, PMS501, PMS500, PMS495, PMS420, PMA299, Fleet, Type, Regional, Wing Commander staffs, MH-60R/S and UAS FIT, CNI, NAVFAC Headquarters, VC-6, VC-6 Detachment Webster Field, CSG/ESG Battle Staffs, OEMs and other activities, agencies, and staffs as applicable.
- The contractor shall provide physical and mission system integration expertise, analytical support, and technical expertise in facilities issues integral to the production of VTUAV.
- The contractor shall provide feedback on VTUAV facilities requirements and report on the progress/status of

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integration process.

- Using the Weapons System Planning Document (WSPD) as guidance, the contractor shall conduct site evaluations considering the ILS elements and Spiral Development IAW with the program schedule at locations within CONUS and OCONUS. Upon completion of each visit, the contractor shall submit a Site Evaluation Report (SER).

- Using the results from each site evaluation, additional analysis, and Program Office/Fleet feedback on each SER, the contractor shall submit a Site Activation Support Plan (SASP).

2.3.4 TECHNICAL DATA

- The contractor shall assist in VTUAV Technical Manual (TM) guidance conferences, TM management team meetings, and represent the technical publications team at supportability integrated product team meetings and program management reviews.

- The contractor shall provide analysis and technical advice to the VTUAV procurement program in the development of Government cost estimates for technical publication efforts.

2.3.5 SUPPORT EQUIPMENT

- The contractor shall provide production engineering services that are integral to the production of Common Support Equipment (CSE) and Peculiar Support Equipment (PSE).

- The contractor shall analyze SE acquisition documentation, WSPD, and strategies, and make recommendations to the SEPO and APML to ensure optimization and standardization of SE requirements for the VTUAV procurement program.

- The contractor shall assist the VTUAV APML to ensure SE, SE ILS, and any Test Program Sets (TPS) requirements meet Fleet introduction planning and scheduling.

- The contractor shall assist the APML to ensure that VTUAV site activation includes SE, requirements, and delivery schedules.

- The contractor shall ensure the VTUAV ALSP reflects program requirements and planning for production systems.

- The contractor shall conduct analyses of VTUAV Support Equipment Recommendation Data (SERD) and track recommendations, as they affect production systems..

- The contractor shall provide VTUAV SE Reference Handbook source data as required.

2.3.6 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all VTUAV classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used,

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handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

2.4 CLINs 1124, 3124, 1224, 3224, 1324, 3324, 4424, 6424: VTUAV O&M,N

2.4.1 LOGISTICS MANAGEMENT SUPPORT

- The contractor shall review Logistics Management Information (LMI) data and make recommendations to the Assistant Program Manager, Logistics (APML) to ensure VTUAV sustainment.
- The contractor shall assist in evaluating and making recommendations on proposed VTUAV logistics budgets as required, to ensure optimization of assets and the most effective plan is provided. The contractor shall provide analysis and documentation as required.
- The contractor shall research, gather, review, and prepare data for presentation in various reporting and tracking systems for VTUAV program reviews and management briefings. Prepare/review correspondence, executive summaries, briefings and memoranda.
- The contractor shall provide input to the VTUAV APML to assess risk and provide risk mitigation/management strategies.
- The contractor shall support the tracking of VTUAV program schedules and program master schedules to address the steps necessary for Fleet sustainment to include tracking Configuration Management/Document Management (CM/DM) Corrective Action Reports (CAR).
- The contractor shall provide VTUAV life cycle, operations, and sustainment cost analyses for the APML.
- The Contractor shall provide VTUAV CM/DM support. The contractor shall utilize the NAVAIR CM system to provide statistics and metrics.
- Fully automated, interactive Contractor/Government CSA systems, which implement the conceptual schema defined by the MIL-STD-2549 data model/data element dictionary, will be capable of moving data from one system to the other with on-line access.
- The contractor shall review, evaluate, and update standard Navy automated management information systems used for tracking, controlling and analyzing actions, status and progress, and maintaining configuration baselines, status accounting, and document control.

2.4.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide management analysis and support to ensure maintenance and VTUAV logistics support requirements are adequately planned.
- The contractor shall review VTUAV LSA requirements and products and use the Logistic Management Decision Support System (LMDSS).

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- The contractor shall provide VTUAV technical recommendations for obtaining optimal supportability using data from ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP), and readiness and MP reviews.
- The contractor shall analyze overall VTUAV system/equipment reliability, maintainability, and supportability characteristics to determine projected availability.
- The contractor shall provide Readiness Improvement Status Evaluations and other status reports, identifying current Fleet readiness problems, mission capability/full mission capability, factors causing readiness degradations, corrective actions, and get well dates.
- The contractor shall provide obsolescence management in accordance with the UAS program Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan, utilizing both predictive and logistics tools such as QinetiQ's–Sustainment Technology Assessment Resource (Q-Star), HAYSTACK parts and logistics management system, and the Government-Industry Data Exchange Program (GIDEP).
- The contractor shall monitor inventory of Sponsor-Owned Material (SOM) and provide monthly inventory reports.
- The contractor shall provide management analysis of the impact on Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, MPs, LORA, provisioning computations, and technical documentation.

2.4.3 MANPOWER & PERSONNEL

- The contractor shall provide coordination/liaison between OPNAV, Fleet, other manpower stakeholders, and the program office on manpower issues affecting the VTUAV program.

2.4.4 TECHNICAL DATA

- The contractor shall provide liaison between Fleet squadrons, prime contractors, NATEC, and the program office on a variety of VTUAV programmatic and budgetary issues.

2.4.5 SUPPLY SUPPORT

- The contractor shall provide cataloging, provisioning, and Packaging, Handling, Storage, and Transportation (PHS&T) support for operational VTUAV systems.
- The contractor shall review supply support processes, strategies, and supply chain methodologies for operational VTUAV systems. The contractor shall make recommendations to improve efficiency, streamline the processes, and ensure optimization.
- The contractor shall make recommendations on the integration and deployment of supply support and PHS&T strategies, plans, and functions in order to increase efficiency and ensure deployment goals are met for Fleet systems.
- The contractor shall ensure that PHS&T requirements for operational VTUAV systems are updated in the ALSP. The contractor shall assist the APML to ensure PHS&T requirements are satisfied.

2.4.6 SUPPORT EQUIPMENT

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- The contractor shall provide logistics support to the Support Equipment Project Office (SEPO) for Common Support Equipment (CSE) and Peculiar Support Equipment (PSE) post-production support/configuration management.

2.4.7 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all VTUAV classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

2.5 CLINs 1130, 3130, 1230, 3230, 1330, 3330, 4430, 6430: Small UAV RDT&E,N

2.5.1 LOGISTICS MANAGEMENT SUPPORT

- The contractor shall provide SME to support Small UAV acquisition logistics activities and products throughout the acquisition life cycle, and provide technical input to Statement of Works (SOWs), Basic Order Estimates (BOEs) and development of Contract Data Requirements Lists (CDRLs) associated with the SOWs.
- The contractor shall provide source data in draft format and update acquisition and logistics documents, including: Acquisition Logistics Support Plans (ALSP) and Configuration Management Plans (CMP).
- The contractor shall update the Small UAV ALSP every six months and as required.
- The contractor shall update the Small UAV CMP every two years or as program milestones dictate.
- The contractor shall provide input to the Small UAV APML to assess risk and provide risk mitigation/management strategies.
- The contractor shall provide technical assistance in Preliminary and Critical Design Reviews, Risk Management efforts for IPTs, and Integrated Baseline Reviews for Earned Value Management (EVM) efforts.
- The contractor shall provide analytical support to the development of Small UAV program schedules and program master schedules to address the steps necessary for system development.
- The contractor shall provide developmental cost analyses for the Small UAV APML.
- The contractor shall provide technical assistance and analysis to the Small UAV APML as necessary to support decisions for the next stage of Small UAV development, including expected changes to the operating environment.

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2.5.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide logistic/cost/readiness/supportability analyses for Small UAV mission payloads, weapon systems, training systems, airborne weapons and support/test equipment.
- The contractor shall provide inputs and recommendations for development of Small UAV Supportability Analysis Summaries (SAS).
- The contractor shall analyze and evaluate Condition Based Maintenance Plus (CBM+) for applicability and affordability in maintenance concept development and analyses, and provide technical recommendations to the Small UAV APLM for possible incorporation in the logistics support plan.

2.5.3 MANPOWER & PERSONNEL

- The contractor shall conduct Small UAV technical analysis to support manpower concept development and manpower requirements determination. Support will include analysis of manpower alternatives, manpower lifecycle cost analysis, and manpower impact (using Navy Manpower Analysis Center standards) resulting from changes in program specifications. Use of Training Planning Process Methodology (TRPPM), approved Navy manpower models and/or the development of ad hoc models to support analysis may be required.
- The contractor shall provide technical analysis and recommendations concerning manpower requirements for the Small UAV system. This technical input will support development of Manpower Estimate Reports (MER) and Preliminary Manning Documents.
- The contractor shall provide analysis and technical advice to the program office on matter relating to the Small UAV RDT&E program, including correction of capabilities/requirements documentation deficiencies, and technical review of agent inputs to facilitate approval.

2.5.4 TRAINING & TRAINING SYSTEMS

- The contractor shall provide expert analysis and technical recommendations to the Small UAV RDTE program in the development of training products to ensure quality training which meets current mission requirements--both operator and maintainer--is ultimately developed.
- In providing logistics and technical support to Small UAV RDTE program, the contractor shall ensure that current learning theories, best practices, risk management, development schedules, appropriate staffing, the most appropriate development models and strategies, effective quality processes, economical change processes, effective testing, subject matter expert reviews, and customer participation are effectively utilized to deliver timely, effective, technically correct, affordable, current, and comprehensive training products. This includes supporting the program in developing training products that meet the Navy Integrated Learning Environment (ILE) guidelines, are Shareable Content Object Reference Model (SCORM) compliant, and U.S. Rehabilitation Act Section 508 conformant.
- The contractor shall provide technical input to the Navy Training Systems Plan (NTSP) development to ensure the NTSP effectively incorporates the results of the Training Systems Requirements Analysis (TSRA) process and properly reflects the appropriate training required to meet mission requirements.
- The contractor shall conduct a thorough Small UAV TSRA or Training Front End Analysis. This technical analysis should include a Training Situation Analysis (TSA), Training Systems Alternatives Report (TSAR), Training Device Requirements Document (TDRD), and a Training System Functional Description (TSFD). Guidance provided in MIL-PRF-29612 and MIL-HDBK-29612 and associated DIDs shall be utilized to ensure the required analysis supports

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comprehensive, affordable, and effective training.

- The results of the Small UAV TSRA process shall be coordinated with the training community and the Fleet.
- The contractor shall monitor the progress, and review products of the TSRA process to ensure the timely completion of high quality analysis documentation.

2.5.5 FACILITIES (SHIP/ SHORE)

- The contractor shall provide analysis of the facility requirements for integrating the Small UAV RDTE program into new construction and legacy U.S. Navy ships.
- The contractor shall provide analysis and technical advice on matters relating to the Small UAV RDTE program, including those that could affect cognizant commands/staffs/agencies/OEMs/stakeholders. The contractor shall provide technical analysis and source data for development/update of a Facilities Requirement Document (FRD) IAW CDRL 007.

2.5.6 TECHNICAL DATA

- The contractor shall provide technical analysis and support using MIL-STD-3001 and ASD/AIA S1000D Interactive Electronic Technical Manual (IETM) development specifications, NAVAIR 00-25-100, Naval Air Technical Data and Engineering Service Command (NATEC) technical manual policies and the NATEC web-based Technical Manual Application System (TMAPS) as guidance.
- The contractor shall provide technical data inputs to the Small UAV RDTE program documents, including SOWs, System Specifications, Acquisition Logistics Support Plans (ALSP), and Logistics Requirements Funding Summaries (LRFS).

2.5.7 COMPUTER RESOURCES

- The contractor shall provide review and technical analysis of Small UAV user interface requirements, including data capabilities with other services and NATO.
- The contractor shall provide technical analysis and support in the identification of Small UAV documentation needs, special software certifications and recommendations on computer resource areas and support plans (maintenance/logistics, manpower/training, CM) to the APML to ensure requirements for training development of Small UAV RDTE program is met.
- The contractor shall provide technical assessment of the impact of system changes on Small UAV RDTE program development, and recommend necessary adjustments to the logistics structure to ensure optimal support.

2.5.8 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all Small UAV classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The

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contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

2.6 CLINs 1132, 3132, 1232, 3232, 1332, 3332, 4432, 6432: Small UAV AP,N

2.6.1 LOGISTICS MANAGEMENT SUPPORT

- The contractor shall provide input to the APML to assess Small UAV risk and provide risk mitigation/management strategies.
- The contractor shall review configuration management (CM) policy documentation to ensure consistency with Small UAV modification program requirements. The contractor shall assure compliance with the Configuration Identification (CI) process. The contractor shall recommend the appropriate configuration control authority for each configuration document.
- The contractor shall recommend release of Small UAV configuration documentation and establish configuration baselines for the configuration control of CIs.
- The contractor shall provide Small UAV Configuration Status Accounting (CSA) data audits and reports.
- The contractor shall provide engineering and analytical support to improve the Small UAV CM process by using various management tools including, Modification Management Information System (MODMIS), Multi-User Engineering Change Proposal Approval and Review System (MEARS), Technical Directive Status Accounting (TDSA), and Kit Management Information System (KITMIS).
- The contractor shall provide Small UAV program specific Integrated Logistics Support (ILS) - Engineering Change Proposal (ECP) review procedures.
- The contractor shall review and assess Small UAV ECPs and Technical Directives (TDs) and provide recommendations.
- The contractor shall review, evaluate, and update standard Navy automated management information systems used for tracking, controlling and analyzing actions, status and progress, and maintaining configuration baselines, status accounting, and document control.

2.6.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide technical input to the development of Small UAV Maintenance Plans (MP)/ Logistics Support Analysis (LSA) records, maintenance tasks and Level of Repair Analysis (LORA) recommendations.
- The contractor shall review investigations of planned or proposed changes in Small UAV weapon systems/components reliability, maintainability, or performance characteristics, and provide recommendations.

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- The contractor shall identify, analyze, and review impacts of new designs/design changes on Small UAV production support systems relative to environmental policies, regulations, and laws, and provide recommendations.

2.6.3 FACILITIES (SHIP/ SHORE)

- The contractor shall perform planning, coordination, and evaluation of system integration efforts with cognizant agencies, including: OPNAV, NAVSEA/NAVAIR activities, AIR 1.2, PEO Ships, PMS501, PMS500, PMS495, PMS420, PMA299, Fleet, Type, Regional, Wing Commander staffs, MH-60R/S and UAS FIT, CNI, NAVFAC Headquarters, VC-6, VC-6 Detachment Webster Field, CSG/ESG Battle Staffs, OEMs and other activities, agencies, and staffs as applicable.
- The contractor shall provide physical and mission system integration expertise, analytical support, and technical expertise in facilities issues integral to the production of the Small UAV.
- The contractor shall provide feedback on Small UAV facilities requirements and report on the progress/status of integration process.

2.6.4 TECHNICAL DATA

- The contractor shall assist in Small UAV Technical Manual (TM) guidance conferences, TM management team meetings, and represent the technical publications team at supportability integrated product team meetings and program management reviews.
- The contractor shall provide analysis and technical advice to the Small UAV procurement program in the development of Government cost estimates for technical publication efforts.

2.6.5 SUPPORT EQUIPMENT

- The contractor shall provide production engineering services that are integral to the production of Common Support Equipment (CSE) and Peculiar Support Equipment (PSE).
- The contractor shall analyze SE acquisition documentation, WSPD, and strategies, and make recommendations to the SEPO and APML to ensure optimization and standardization of SE requirements for the Small UAV procurement program.
- The contractor shall assist the APML to ensure SE, SE ILS, and any Test Program Sets (TPS) requirements meet Fleet introduction planning and scheduling.
- The contractor shall assist the Small UAV APML to ensure that site activation includes SE, requirements, and delivery schedules.
- The contractor shall ensure the Small UAV ALSP reflects program requirements and planning for production systems.
- The contractor shall conduct analyses of Small UAV Support Equipment Recommendation Data (SERD) and track recommendations, as they affect production systems.
- The contractor shall provide Small UAV SE Reference Handbook source data as required.

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2.6.6 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all Small UAV classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

2.7 CLINs 1136, 3136, 1236, 3236, 1336, 3336, 4436, 6436: Small UAV O&M,N

2.7.1 LOGISTICS MANAGEMENT SUPPORT

- The contractor shall review Logistics Management Information (LMI) data and make recommendations to the Assistant Program Manager, Logistics (APML) to ensure Small UAV sustainment.
- The contractor shall assist in evaluating and making recommendations on proposed Small UAV logistics budget as required, to ensure optimization of assets and the most effective plan is provided. The contractor shall provide analysis and documentation as required.
- The contractor shall research, gather, review, and prepare data for presentation in various reporting and tracking systems for Small UAV program reviews and management briefings. Prepare/review correspondence, executive summaries, briefings and memoranda.
- The contractor shall provide input to the Small UAV APML to assess risk and provide risk mitigation/management strategies.
- The contractor shall support the tracking of Small UAV program schedules and program master schedules to address the steps necessary for Fleet sustainment to include tracking Configuration Management/Document Management (CM/DM) Corrective Action Reports (CAR).
- The contractor shall provide Small UAV life cycle, operations, and sustainment cost analyses for the APML.
- The Contractor shall provide Small UAV CM/DM support. The contractor shall utilize the NAVAIR CM system to provide statistics and metrics.
- Fully automated, interactive Contractor/Government CSA systems, which implement the conceptual schema defined by the MIL-STD-2549 data model/data element dictionary, will be capable of moving data from one system to the other with on-line access.
- The contractor shall review, evaluate, and update standard Navy automated management information systems used for tracking, controlling and analyzing actions, status and progress, and maintaining configuration baselines, status

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accounting, and document control.

2.7.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide management analysis and support to ensure maintenance and Small UAV logistics support requirements are adequately planned.
- The contractor shall review LSA requirements and products and use the Logistic Management Decision Support System (LMDSS).
- The contractor shall provide technical recommendations for obtaining optimal supportability using data from ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP), and readiness and MP reviews.
- The contractor shall analyze overall Small UAV system/equipment reliability, maintainability, and supportability characteristics to determine projected availability.
- The contractor shall provide Readiness Improvement Status Evaluations and other status reports, identifying current Fleet readiness problems, mission capability/full mission capability, factors causing readiness degradations, corrective actions, and get well dates.
- The contractor shall provide Small UAV obsolescence management in accordance with the UAS program Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan, utilizing both predictive and logistics tools such as QinetiQ's–Sustainment Technology Assessment Resource (Q-Star), HAYSTACK parts and logistics management system, and the Government-Industry Data Exchange Program (GIDEP).
- The contractor shall monitor inventory of Sponsor-Owned Material (SOM) and provide monthly inventory reports.
- The contractor shall provide management analysis of the impact on Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, MPs, LORA, provisioning computations, and technical documentation.

2.7.3 MANPOWER & PERSONNEL

- The contractor shall provide coordination/liaison between OPNAV, Fleet, other manpower stakeholders, and the program office on manpower issues affecting the Small UAV program.

2.7.4 TECHNICAL DATA

- The contractor shall provide liaison between Fleet squadrons, prime contractors, NATEC, and the Small UAV program office on a variety of programmatic and budgetary issues.

2.7.5 SUPPLY SUPPORT

- The contractor shall provide cataloging, provisioning, and Packaging, Handling, Storage, and Transportation (PHS&T) support for operational Small UAV systems.
- The contractor shall review supply support processes, strategies, and supply chain methodologies for operational Small UAV systems. The contractor shall make recommendations to improve efficiency, streamline the processes, and

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ensure optimization.

- The contractor shall make recommendations on the integration and deployment of supply support and PHS&T strategies, plans, and functions in order to increase efficiency and ensure Small UAV deployment goals are met for Fleet systems.
- The contractor shall ensure that PHS&T requirements for operational Small UAV systems are updated in the ALSP. The contractor shall assist the APML to ensure PHS&T requirements are satisfied.

2.7.6 SUPPORT EQUIPMENT

- The contractor shall provide logistics support to the Support Equipment Project Office (SEPO) for Common Support Equipment (CSE) and Peculiar Support Equipment (PSE) post-production support/configuration management.

2.7.7 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all Small UAV classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

2.8 CLINs 1140, 3140, 1240, 3240, 1340, 3340, 4440, 6440: GHMD O&M,N

2.8.1 LOGISTICS MANAGEMENT SUPPORT

- The contractor shall review Logistics Management Information (LMI) data and make recommendations to the Assistant Program Manager, Logistics (APML) to ensure GHMD sustainment.
- The contractor shall assist in evaluating and making recommendations on proposed logistics budget as required, to ensure optimization of GHMD assets and the most effective plan is provided. The contractor shall provide analysis and documentation as required.
- The contractor shall research, gather, review, and prepare data for presentation in various reporting and tracking systems for GHMD program reviews and management briefings. Prepare/review correspondence, executive summaries, briefings and memoranda.
- The contractor shall provide input to the GHMD APML to assess risk and provide risk mitigation/management

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strategies.

- The contractor shall support the tracking of GHMD program schedules and program master schedules to address the steps necessary for sustainment, to include tracking Configuration Management/Document Management (CM/DM) Corrective Action Reports (CAR).
- The contractor shall provide life cycle, operations, and sustainment cost analyses for the GHMD APML.
- The Contractor shall provide GHMD CM/DM support. The contractor shall utilize the NAVAIR CM system to provide statistics and metrics.
- Fully automated, interactive Contractor/Government CSA systems, which implement the conceptual schema defined by the MIL-STD-2549 data model/data element dictionary, will be capable of moving data from one system to the other with on-line access.
- The contractor shall review, evaluate, and update standard Navy automated management information systems used for tracking, controlling and analyzing actions, status and progress, and maintaining configuration baselines, status accounting, and document control.

2.8.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide management analysis and support to ensure maintenance and GHMD logistics support requirements are adequately planned.
- The contractor shall review LSA requirements and products and use the Logistic Management Decision Support System (LMDSS).
- The contractor shall provide technical recommendations for obtaining optimal supportability using data from ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP), and readiness and MP reviews.
- The contractor shall analyze overall GHMD system/equipment reliability, maintainability, and supportability characteristics to determine projected availability.
- The contractor shall provide Readiness Improvement Status Evaluations and other status reports, identifying current GHMD readiness problems, mission capability/full mission capability, factors causing readiness degradations, corrective actions, and get well dates.
- The contractor shall provide obsolescence management in accordance with the UAS program Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan, utilizing both predictive and logistics tools such as QinetiQ's–Sustainment Technology Assessment Resource (Q-Star), HAYSTACK parts and logistics management system, and the Government-Industry Data Exchange Program (GIDEP).
- The contractor shall provide management analysis of the impact on Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, MPs, LORA, provisioning computations, and technical documentation.

2.8.3 MANPOWER & PERSONNEL

- The contractor shall provide coordination/liaison between OPNAV, Fleet, other manpower stakeholders, and the program office on manpower issues affecting the program.

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2.8.4 TECHNICAL DATA

- The contractor shall provide liaison between prime contractors, users, and the program office on a variety of GHMD programmatic and budgetary issues.

2.8.5 SUPPLY SUPPORT

- The contractor shall provide cataloging, provisioning, and Packaging, Handling, Storage, and Transportation (PHS&T) support for GHMD systems.
- The contractor shall review supply support processes, strategies, and supply chain methodologies for GHMD systems. The contractor shall make recommendations to improve efficiency, streamline the processes, and ensure optimization.
- The contractor shall make recommendations on the integration and deployment of supply support and PHS&T strategies, plans, and functions in order to increase efficiency and ensure goals are met for operational systems.
- The contractor shall ensure that PHS&T requirements for operational GHMD systems are updated in the ALS. The contractor shall assist the APML to ensure PHS&T requirements are satisfied.

2.8.6 SUPPORT EQUIPMENT

- The contractor shall provide GHMD logistics support to the Support Equipment Project Office (SEPO) for Common Support Equipment (CSE) and Peculiar Support Equipment (PSE) post-production support/configuration management.

2.8.7 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all GHMD classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

2.9 CLINs 1150, 3150, 1250, 3250, 1350, 3350, 4450, 6450: Pioneer O&M,N

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2.9.1 LOGISTICS MANAGEMENT SUPPORT

- The contractor shall review Logistics Management Information (LMI) data and make recommendations to the Assistant Program Manager, Logistics (APML) to ensure Pioneer sustainment.
- The contractor shall assist in evaluating and making recommendations on proposed logistics budget as required, to ensure optimization of Pioneer assets and the most effective plan is provided. The contractor shall provide analysis and documentation as required.
- The contractor shall research, gather, review, and prepare data for presentation in various reporting and tracking systems for Pioneer program reviews and management briefings. Prepare/review correspondence, executive summaries, briefings and memoranda.
- The contractor shall provide input to the Pioneer APML to assess risk and provide risk mitigation/management strategies.
- The contractor shall support the tracking of Pioneer program schedules and program master schedules to address the steps necessary for Fleet sustainment to include tracking Configuration Management/Document Management (CM/DM) Corrective Action Reports (CAR).
- The contractor shall provide Pioneer life cycle, operations, and sustainment cost analyses for the APML.
- The Contractor shall provide Pioneer CM/DM support. The contractor shall utilize the NAVAIR CM system to provide statistics and metrics.
- Fully automated, interactive Contractor/Government CSA systems, which implement the conceptual schema defined by the MIL-STD-2549 data model/data element dictionary, will be capable of moving data from one system to the other with on-line access.
- The contractor shall review, evaluate, and update standard Navy automated management information systems used for tracking, controlling and analyzing actions, status and progress, and maintaining configuration baselines, status accounting, and document control.

2.9.2 SUPPORTABILITY ANALYSIS (Reliability, Availability, Maintainability)

- The contractor shall provide management analysis and support to ensure maintenance and Pioneer logistics support requirements are adequately planned.
- The contractor shall review LSA requirements and products and use the Logistic Management Decision Support System (LMDSS).
- The contractor shall provide technical recommendations for obtaining optimal Pioneer supportability using data from ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP), and readiness and MP reviews.
- The contractor shall analyze overall Pioneer system/equipment reliability, maintainability, and supportability characteristics to determine projected availability.
- The contractor shall provide Readiness Improvement Status Evaluations and other status reports, identifying current Fleet readiness problems, Pioneer mission capability/full mission capability, factors causing readiness degradations, corrective actions, and get well dates.
- The contractor shall provide Pioneer obsolescence management in accordance with the UAS program Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan, utilizing both predictive and logistics tools such as QinetiQ's–Sustainment Technology Assessment Resource (Q-Star), HAYSTACK parts and logistics

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management system, and the Government-Industry Data Exchange Program (GIDEP).

- The contractor shall monitor inventory of Sponsor-Owned Material (SOM) and provide monthly inventory reports.
- The contractor shall provide management analysis of the impact on Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, MPs, LORA, provisioning computations, and technical documentation.

2.9.3 MANPOWER & PERSONNEL

- The contractor shall provide coordination/liaison between OPNAV, Fleet, other manpower stakeholders, and the program office on manpower issues affecting the Pioneer program.

2.9.4 TECHNICAL DATA

- The contractor shall provide liaison between Fleet squadrons, prime contractors, NATEC, and the program office on a variety of Pioneer programmatic and budgetary issues.

2.9.5 SUPPLY SUPPORT

- The contractor shall provide cataloging, provisioning, and Packaging, Handling, Storage, and Transportation (PHS&T) support for operational Pioneer systems.
- The contractor shall review supply support processes, strategies, and supply chain methodologies for operational Pioneer systems. The contractor shall make recommendations to improve efficiency, streamline the processes, and ensure optimization.
- The contractor shall make recommendations on the integration and deployment of supply support and PHS&T strategies, plans, and functions in order to increase efficiency and ensure Pioneer deployment goals are met for Fleet systems.
- The contractor shall ensure that PHS&T requirements for operational Pioneer systems are updated in the ALSP. The contractor shall assist the APML to ensure PHS&T requirements are satisfied.

2.9.6 SUPPORT EQUIPMENT

- The contractor shall provide logistics support to the Support Equipment Project Office (SEPO) for Common Support Equipment (CSE) and Peculiar Support Equipment (PSE) post-production support/configuration management.

2.9.7 OPERATIONAL SECURITY (OPSEC)

- The contractor shall provide OPSEC protection for all Pioneer classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policies, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 20052.239-7016, as appropriate. The contractor shall apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36.

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In order to meet these requirements, the contractor shall develop, implement, and maintain a facility level OPSEC Plan IAW CDRL 006. The OPSEC program will protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance on this contract. The contractor's OPSEC Program is to be described in a facility level OPSEC planning document. The contractor shall submit a preliminary draft OPSEC plan in contractor format for approval within 90 days of contract award. The Government will review the preliminary draft and provide comments and approval. The contractor shall have two (2) weeks to incorporate the Government comments and submit the final draft for approval. Revisions to the approved OPSEC Plan will be made upon each option award (if necessary) and to comply with Government Data Protection Policy document revisions. Submit draft and final plans to: Naval Air Systems Command (AIR 7.4.3), Suite 074, Unit IPT, 47123 Buse Road, Patuxent River, MD 20670-1547, Attn: Mr. Dan Prasada-Rao.

3.0 DELIVERABLES

For compatibility with NMC systems, deliverables shall be produced electronically in contractor format in Microsoft Office format (6.0 or higher) and provided to the Task Order Manager (TOM) and any designated Technical Points of Contact (TPOC). Electronic submission is encouraged. Deliveries shall be IAW the attached DD Form 1423.

- Provide Monthly Progress Report (MPR) NLT than the 15th workday of each month to include accomplishments over the past month, difficulties encountered, travel completed, travel planned for the next period, and resources expended compared to planned goals. (CDRL 001 applies)
- Provide Monthly Funds and Expenditure Report (MFER) NLT the 20th workday of each month detailing the expenditures for the reporting period and overall for the project to date. (CDRL 002 applies)
- Provide trip report within seven working days of completion of each trip to a major conference/working/group/meeting. (CDRL 003 applies)
- Provide Site Evaluation Report (SER) within 45 working days after completion of each site evaluation. (CDRL 004 applies)
- Provide Site Activation Support Plan (SASP) within 90 working days of completion of each site evaluation. (CDRL 005 applies)
- Provide OPSEC Plan within 90 days of contract award. (CDRL 006 applies)
- Provide Facilities Requirements Document (FRD). (CDRL 007 applies)
- Provide Analysis/Study as required. (CDRL 008 applies)

4.0 CONSTRAINTS

4.1. WORK SCHEDULE

The Contractor shall provide the required services and staffing coverage during normal working hours 0730-1600 daily except for Government holidays.

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4.2. THE PERIOD OF PERFORMANCE

The base year shall be from task order award (estimated to be 6 April 06) to 31 December 06. There will be four (4) award term options of 12 months each.

5.0 TRAVEL

Travel will be required in support of this effort. The number of trips to each destination specified below may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. Under no circumstances, however, may the contractor travel to destinations other than those specified, without the expressed written consent of the TOM. Travel will be in accordance with Joint Travel Regulation (JTR) and will be cost reimbursable plus G&A. A trip report shall be submitted in contractor format (CDRL 003) within seven working days after completion of each trip to a major conference/working group/meeting. The following Government travel estimate is provided:

Destination	Trips/Year	Destination	Trips/Year
San Diego, CA	4	Mayport, FL	2
Gulfport, MS	2	OCONUS (Locations TBA)	4
Norfolk, VA	4	Seattle, WA	3
Elmira, NY	2	Bethpage, NY	3
Philadelphia, PA	4	Eagan, MN	3
Lakehurst, NJ	4	Dayton, OH	3
Cherry Point, NC	3		

6.0 OTHER REQUIREMENTS

6.1. MATERIAL

The contractor may be required to provide materials and supplies. The contractor shall purchase miscellaneous supplies and hardware for report publication and dissemination and other equipment, supplies, reproduction, special binders, indexes, inserts, special packing and shipping, mailings, long distance telephone calls, and transparencies in support of this effort through Other Direct Cost (ODC). The materials expenses will be authorized by the Contracting Officer's Representative (COR), and only those material expenses having prior COR approval will be reimbursed to the contractor.

6.2. QUALITY ASSURANCE

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The contractor will provide a tailored Quality Assurance Plan after receipt of the Quality Assurance Surveillance Plan from the Government.

6.3. NMCI

NMCI is required for this effort.

7.0 SECURITY

The performance of this task requires the contractor to have access to non-SCI intelligence information, NATO information, foreign government information, and for official use only information. The performance of this task also requires the contractor to receive and generate classified material, have access to U.S. classified information outside the U.S., Puerto Rico, U.S. Possessions, and trust territories, be authorized to use the services of Defense Technical Information Center (DTIC), and meet OPSEC requirements.

8.0 DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Statement on all classified and unclassified technical documents affixed to the front cover or first page (if no cover page is used):

Distribution authorized to U.S. Government Agencies and their contractors; Critical Technology: 26 June 2006. Other requests for this document shall be referred to NAVAIR/PMA263 at: 471213 Buse Road, Unit IPT, Building 2272, Suite 254, Patuxent River, MD 20670

Destruction Notice - For classified documents follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, DOD 5200.1-R, Information Security Program Regulation. Destroy by any method that will prevent disclosure of contents or reconstruction of document.

9.0 RELEASE OF INFORMATION

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the NISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Technical papers, briefings, and presentations - either classified or unclassified - to be presented at classified symposiums must be submitted to AIR 7.4.1 for approval prior to presentation. Unclassified material submitted for release (that is not presented at a classified symposium) shall be forwarded for review prior to release. Transmission by non-secure FAX of technical papers, briefings, or presentations is NOT authorized.

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10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The contractor shall comply with and is subject to the following Performance Standards:

Required Service	Standard	AQL Requirement	Method of Surveillance
Monthly Progress Reports	Delivered on or before due date	90% delivered on time	Contractor submits all CDRL requirements to the TOM for review
Monthly Funds and Expenditure Reports	Delivered on or before due date	90% delivered on time	Contractor submits all CDRL requirements to the TOM for review
Trip Reports	Delivered on or before due date	90% delivered on time	Contractor submits all CDRL requirements to the TOM for review
Site Evaluation Reports	Satisfactory TOM Review	Satisfactory completion of CDRL requirements by the second submission to the COR	Contractor submits all CDRL requirements to the TOM for review
Site Activation Plans	Satisfactory TOM Review	Satisfactory completion of CDRL requirements by the second submission to the COR	Contractor submits all CDRL requirements to the TOM for review
OPSEC Plan	Satisfactory TOM Review	Satisfactory completion of CDRL requirements by the second submission to the COR	Contractor submits all CDRL requirements to the TOM for review

Labor Qualifications

Proposed Position Min Co. Quals for Position

Program Manager	BS 10 years
Sr. Analyst	BS 10 years
Analyst	BS 6 years
Sr.Adm.Asst	BS 2 years
Sr Logist	BS 10 years
P. Analyst	Masters 15 years
Logistician	BS 6 years
Logistics Analyst	BS 6 years
Op Logistics Manager	BS 6 years

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Associate Analyst	HS diploma & 4 years
Acq Logistics Manager	BS 6 years
Training Specialist	UAV Training Systems experience
Sr Analyst	15 years
Training Analyst	BS 3 years
Logistics Mgt Specialist	Secret Security Clearance

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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.

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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 9 months thereafter, ESTIMATED at:

CLIN 1000 6 Apr 06 - 21 Jan 06

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

CLIN 1110 22 Jan 07 - 18 Jan 08
 CLIN 1120 22 Jan 07 - 18 Jan 08
 CLIN 1122 22 Jan 07 - 18 Jan 08
 CLIN 1124 22 Jan 07 - 18 Jan 08
 CLIN 1130 22 Jan 07 - 18 Jan 08
 CLIN 1132 22 Jan 07 - 18 Jan 08
 CLIN 1136 22 Jan 07 - 18 Jan 08
 CLIN 1140 22 Jan 07 - 18 Jan 08
 CLIN 1150 22 Jan 07 - 18 Jan 08

CLIN 3110 22 Jan 07 - 18 Jan 08
 CLIN 3120 22 Jan 07 - 18 Jan 08
 CLIN 3122 22 Jan 07 - 18 Jan 08
 CLIN 3124 22 Jan 07 - 18 Jan 08
 CLIN 3130 22 Jan 07 - 18 Jan 08
 CLIN 3132 22 Jan 07 - 18 Jan 08
 CLIN 3136 22 Jan 07 - 18 Jan 08
 CLIN 3140 22 Jan 07 - 18 Jan 08
 CLIN 3150 22 Jan 07 - 18 Jan 08

CLIN 1210 19 Jan 08 - 31 Dec 08
 CLIN 1220 19 Jan 08 - 31 Dec 08
 CLIN 1222 19 Jan 08 - 31 Dec 08
 CLIN 1224 19 Jan 08 - 31 Dec 08
 CLIN 1230 19 Jan 08 - 31 Dec 08
 CLIN 1232 19 Jan 08 - 31 Dec 08
 CLIN 1236 19 Jan 08 - 31 Dec 08
 CLIN 1240 19 Jan 08 - 31 Dec 08
 CLIN 1250 19 Jan 08 - 31 Dec 08

CLIN 3210 19 Jan 08 - 31 Dec 08
 CLIN 3220 19 Jan 08 - 31 Dec 08
 CLIN 3222 19 Jan 08 - 31 Dec 08
 CLIN 3224 19 Jan 08 - 31 Dec 08
 CLIN 3230 19 Jan 08 - 31 Dec 08
 CLIN 3232 19 Jan 08 - 31 Dec 08
 CLIN 3236 19 Jan 08 - 31 Dec 08
 CLIN 3240 19 Jan 08 - 31 Dec 08
 CLIN 3250 19 Jan 08 - 31 Dec 08

CLIN 1310 1 Jan 09 - 31 Dec 09
 CLIN 1320 1 Jan 09 - 31 Dec 09
 CLIN 1322 1 Jan 09 - 31 Dec 09
 CLIN 1324 1 Jan 09 - 31 Dec 09

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CLIN 1330 1 Jan 09 - 31 Dec 09
CLIN 1332 1 Jan 09 - 31 Dec 09
CLIN 1336 1 Jan 09 - 31 Dec 09
CLIN 1340 1 Jan 09 - 31 Dec 09
CLIN 1350 1 Jan 09 - 31 Dec 09

CLIN 3310 1 Jan 09 - 31 Dec 09
CLIN 3320 1 Jan 09 - 31 Dec 09
CLIN 3322 1 Jan 09 - 31 Dec 09
CLIN 3324 1 Jan 09 - 31 Dec 09
CLIN 3330 1 Jan 09 - 31 Dec 09
CLIN 3332 1 Jan 09 - 31 Dec 09
CLIN 3336 1 Jan 09 - 31 Dec 09
CLIN 3340 1 Jan 09 - 31 Dec 09
CLIN 3350 1 Jan 09 - 31 Dec 09

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

CLIN 4410 1 Jan 10 - 31 Dec 10
CLIN 4420 1 Jan 10 - 31 Dec 10
CLIN 4422 1 Jan 10 - 31 Dec 10
CLIN 4424 1 Jan 10 - 31 Dec 10
CLIN 4430 1 Jan 10 - 31 Dec 10
CLIN 4432 1 Jan 10 - 31 Dec 10
CLIN 4436 1 Jan 10 - 31 Dec 10
CLIN 4440 1 Jan 10 - 31 Dec 10
CLIN 4450 1 Jan 10 - 31 Dec 10

CLIN 6410 1 Jan 10 - 31 Dec 10
CLIN 6420 1 Jan 10 - 31 Dec 10
CLIN 6422 1 Jan 10 - 31 Dec 10
CLIN 6424 1 Jan 10 - 31 Dec 10
CLIN 6430 1 Jan 10 - 31 Dec 10
CLIN 6432 1 Jan 10 - 31 Dec 10
CLIN 6436 1 Jan 10 - 31 Dec 10
CLIN 6440 1 Jan 10 - 31 Dec 10
CLIN 6450 1 Jan 10 - 31 Dec 10

Place of Performance

Patuxent River Naval Air Station

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.

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 4 years, 9 months.

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SECTION G CONTRACT ADMINISTRATION DATA

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:

SLIN ACRN Amount Obligated

"See Accounting Data above."
- (f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

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: Michael A. Holder
Code: 6.7.1.1
Mailing Address: 22707 Cedar Point Road, Bldg. 3261, Cubicle 46
Patuxent River, MD 20670

Telephone:
Commercial: (301)757-0927
DSN: 757-0927

- (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

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(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/ecedi>.

(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>

(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:	S5111A
Inspector DODAAC (if applicable):	
Ship To DODAAC (for Combo),	
Service Acceptor DODAAC (for 2 in 1),	S5111A
Service Approver DODAAC (for Final Cost Voucher) (if applicable)	S5111A
Acceptor DODAAC (if applicable):	S5111A
Local Processing Office (LPO –if applicable):	
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	HAA47B

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Paying Office DODAAC:

HQ0338

(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	Email	Phone	Role
Michael A. Holder	michael.holder@navy.mil	301-757-0927	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:

CLIN	Allotted to Cost	Allotted to Fee	Period of Performance
1000	\$1,564,474.00	\$92,176.00	07 Apr 06 - 21 Jan 07
1110	\$770,221.49	\$52,673.51	22 Jan 07 - 18 Jan 08
1120	\$1,148,714.32	\$78,557.68	22 Jan 07 - 18 Jan 08
1210	\$772,191.59	\$52,808.41	19 Jan 08 - 31 Dec 08
1224	\$917,270.00	\$62,730.00	19 Jan 08 - 31 Dec 08
1230	\$114,190.52	\$7,809.48	19 Aug 08 - 30 Nov 08
1236	\$159,118.00	\$10,882.00	03 Apr 08 - 30 Sep 08
3110	\$70,000.00	\$0.00	22 Jan 07 - 18 Jan 08
3120	\$90,000.00	\$0.00	22 Jan 07 - 18 Jan 08
3230	\$10,000.00	\$0.00	19 Aug 08 - 30 Nov 08
3210	\$75,000.00	\$0.00	19 Jan 08 - 30 Nov 08
3224	\$50,000.00	\$0.00	19 Jan 08 - 31 Dec 08
3236	\$10,000.00	\$0.00	03 Apr 08 - 30 Sep 08
1310	\$742,240.07	\$50,759.93	01 Jan 09 - 31 Dec 09
1322	\$105,258.84	\$7,198.16	27 Mar 09 - 30 Nov 09
1324	\$1,021,165.09	\$69,834.91	01 Jan 09 - 30 Nov 09
1330	\$135,676.06	\$9,280.24	01 Jan 09 - 31 Dec 09
1332	\$134,717.07	\$9,214.65	01 Jan 09 - 31 Dec 09
1336	\$1,226,352.14	\$83,882.49	01 Jan 09 - 30 Nov 09
1350	\$0.00	\$0.00	01 Jan 09 - 30 Nov 09
3310	\$151,000.00	\$0.00	01 Jan 09 - 31 Dec 09
3322	\$49,400.00	\$0.00	01 Jan 09 - 30 Nov 09
3324	\$34,000.00	\$0.00	01 Jan 09 - 30 Nov 09
3330	\$27,521.08	\$0.00	01 Jan 09 - 31 Dec 09
3336	\$20,000.00	\$0.00	01 Jan 09 - 31 Dec 09
4410	\$472,669.41	\$32,330.59	01 Jan 10 - 31 Dec 10
6410	\$120,000.00	\$0.00	01 Jan 10 - 31 Dec 10
4422	\$266,757.26	\$18,242.74	01 Jan 10 - 31 Dec 10
6422	\$25,000.00	\$0.00	01 Jan 10 - 31 Dec 10

Note: The end date of the period of performance for CLINs 1210, 1224, 1236, 3210, 3224, 3236, 1310, 1324, 1330, 1332, 1336, 3310, 3322, 3324 and 3330 reflects the Work Completion Date for the applicable funding, as set forth by the NAVAIR Comptroller. In order for performance to continue beyond this date, a

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separate contract modification providing incremental funds is required.

(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 [3120, 1224, 1236, 1330, 1332, 1350, 3310, 3322, 3324 and 3236] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

The following details funding to date:

BASE YEAR:

Total CLIN	1000
Total CPFF	\$1,656,650.00
Previous Funding	\$1,656,650.00
Funds This Action	\$0.00
Total funded this Period	\$1,656,650.00
Balance Unfunded	\$781,746.00

OPTION YEAR 1:

Total CLIN	1110	1120	3110	3120
Total CPFF	\$1,300,000.00	\$1,500,000.00	\$106,752.94	\$90,000.00
Previous Funding	\$0.00	\$0.00	\$0.00	\$0.00
Funds This Action	\$822,895.00	\$1,227,272.00	\$70,000.00	\$90,000.00
Total funded this Period	\$822,895.00	\$1,227,272.00	\$70,000.00	\$90,000.00
Balance Unfunded	\$477,105.00	\$272,728.00	\$36,752.94	\$0.00

Option Year 2:

Total CLIN	1210	1224	1230	1236	3210	3224	3230	3236
Total CPFF	\$1,470,000.00	\$980,000.00	\$165,000.00	\$170,000.00	\$121,224.61	\$50,000.00	\$20,000.00	\$10,000.00
Previous Funding	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Funds This Action	\$100,000.00	\$49,000.00	\$122,000.00	\$0.00	\$0.00	\$5,000.00	\$10,000.00	\$0.00
Total funded this Period	\$825,000.00	\$980,000.00	\$122,000.00	\$170,000.00	\$75,000.00	\$50,000.00	\$10,000.00	\$10,000.00
Balance Unfunded	\$677,000.00	\$0.00	\$43,000.00	\$0.00	\$46,224.61	\$0.00		

OPTION YEAR 3:

CLIN	Total CPFF	PreviousFunding	Funds This Action	Total Funds To Date	Balance Unfunded
1310	\$ 885,000.00	\$ -	\$ -	\$ 793,000.00	\$ 92,000.00
1322	\$ 323,581.51	\$ 112,457.00	\$ -	\$ 112,457.00	\$ 211,124.51
1324	\$ 1,400,000.00	\$ 1,091,000.00	\$ -	\$ 1,091,000.00	\$ 309,000.00
1330	\$ 185,000.00	\$185,000.00	\$(40,043.70)	\$144,956.30	\$40,043.70
1332	\$ 185,000.00	\$185,000.00	\$(41,068.28)	\$143,931.72	\$41,068.28
1336	\$ 1,326,418.49	\$ 1,326,418.49	\$(16,183.86)	\$1,310,234.63	\$16,183.86

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1350	\$ -	\$ -	\$ -	\$ -	
3310	\$ 151,000.00	\$ 151,000.00	\$	\$ 151,000.00	\$ -
3322	\$ 49,400.00	\$ 49,400.00	\$	\$ 49,400.00	\$ -
3324	\$ 34,000.00	\$ 34,000.00	\$ -	\$ 34,000.00	\$ -
3330	\$ 28,000.00	\$ 28,000.00	\$ (478.92)	\$ 27,521.08	\$ 478.92
3332	-	\$ -	\$	\$ -	
3336	\$ 20,000.00	\$ (19,400.00)	\$ -	\$ 19400	\$ 600
3340	\$ 15,000.00	\$ 9,558.59	\$	\$ -	\$ 9,558.59
3350	\$ 27,000.00	\$ 19,400.00	\$	\$ -	\$ 7,600.00

OPTION 4

LABOR CLINs	4410	4420	4422	4424	4430	4432	4436	4440	4450
Total CPFF	\$ 1,800,000.00	\$ -	\$ 729,000.00	\$ 730,000.00	\$ 205,000.00	\$ 205,000.00	\$ 300,000.00	\$ 250,000.00	\$ 800,000.00
Previous Funds	\$ 650,000.00								
Funds This Action	(145,000.00)		\$ 285,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funded This Option	\$ 505,000		\$ 285,000						
Unfunded Balance	1,295,000.00		\$ 444,000						

ODC CLINs	6410	6420	6422	6424	6430	6432	6436	6440	6450
Total CPFF	\$ 105,628.91	\$ -	\$ 30,000.00	\$ 34,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 35,000.00
Previous Funds	\$ -								
Funds This Action	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funded This Option	\$ 102,000.00		\$ 25,000						
Unfunded Balance	\$ 3,628.91		\$ 5,000						

work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 259,627 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 3,224 hours per month. 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

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provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

(j) Deleted per Amendment 0001

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

```
Accounting Data
SLINID  PR Number      Amount
-----
100001  0010172922        203000.00
LLA :
AA 97X4930 NH2A252 77777 0 054219 2F 000000
ACRN: AA
CIN: 001017292200001
COST CODE: 011705690040
```

```
BASE Funding 203000.00
Cumulative Funding 203000.00
```

MOD 02

```
100002  0010179286        253650.00
LLA :
AB 97X4930 NH2A 252 77777 0 054219 2F 000000
ACRN: AB
Cost Code: 011705690170
CIN: 001017928600001
```

```
MOD 02 Funding 253650.00
Cumulative Funding 456650.00
```

MOD 03

```
100003  0010185906        170000.00
LLA :
AC 97X4930 NH2A 252 77777 0 054219 2F 000000
```

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ACRN: AC
 Cost Code: 011659271040
 CIN: 00101859060002

100004 0010185906 130000.00
 LLA :
 AD 97X4930 NH2A 252 77777 0 054219 2F 000000
 ACRN: AD
 Cost Code: 011705690170
 CIN: 001018590600001

100005 0010184300 900000.00
 LLA :
 AE 1751319 J7KG 251 00019 0 050119 2D 000000
 ACRN: AE
 Cost Code: PMA263CBBGA0
 CIN: 001018430000001

MOD 03 Funding 1200000.00
 Cumulative Funding 1656650.00

MOD 06

111001 0010200473 822895.00
 LLA :
 AF 1771319 J7KG 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA263CBBBB0
 CIN 001020047300002

112001 0010200473 1227272.00
 LLA :
 AG 1771319 J7MF 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA263BABBC0
 CIN 001020047300001

311001 0010200473 70000.00
 LLA :
 AF 1771319 J7KG 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA263CBBBB0
 CIN 001020047300002

312001 0010200473 90000.00
 LLA :
 AG 1771319 J7MF 251 00019 0 050119 2D 000000
 Standard Number: NA
 COST CODE: PMA263BABBC0
 CIN 001020047300001

MOD 06 Funding 2210167.00
 Cumulative Funding 3866817.00

MOD 09

121001 N0001908P5NA02R 725000.00
 LLA :
 AH 1781319 J7KG 251 00019 0 050120 2D 000000 HQ018P5NA02R
 Standard Number: N0001908P5NA02R

122401 N0001908HQZZ86L 430000.00
 LLA :
 AJ 1781804 4D4D 251 00019 0 050120 2D 000000 HQ018HQZZ86L
 Standard Number: N0001908HQZZ86L

321001 N0001908P5NA02R 75000.00
 LLA :
 AH 1781319 J7KG 251 00019 0 050120 2D 000000 HQ018P5NA02R
 Standard Number: N0001908P5NA02R

322401 N0001908HQZZ86L 20000.00
 LLA :
 AJ 1781804 4D4D 251 00019 0 050120 2D 000000 HQ018HQZZ86L
 Standard Number: N0001908HQZZ86L

MOD 09 Funding 1250000.00
 Cumulative Funding 5116817.00

MOD 10

122402 1300095728-0001 501000.00
 LLA :
 AJ 1781804 4D4D 251 00019 0 050120 2D 000000 HQ018HQZZ86L

322402 1300095728-0001 25000.00
 LLA :
 AJ 1781804 4D4D 251 00019 0 050120 2D 000000 HQ018HQZZ86L

MOD 10 Funding 526000.00
 Cumulative Funding 5642817.00

MOD 11

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123601 1300101645 170000.00
 LLA :
 AK 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: WC018PR01854
 CIN: 130010164500001

323601 1300101645 10000.00
 LLA :
 AK 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: WC018PR01854
 CIN: 130010164500001

MOD 11 Funding 180000.00
 Cumulative Funding 5822817.00

MOD 12

123001 1300110629 122000.00
 LLA :
 AL 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000018544
 CIN 130011062900001

323001 1300110629 10000.00
 LLA :
 AL 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000018544
 CIN 130011062900001

MOD 12 Funding 132000.00
 Cumulative Funding 5954817.00

MOD 14

322001 1300095728-0002 20000.00
 LLA :
 AJ 1781804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: HQ018HQZZ86L
 CIN 130009572800003

MOD 14 Funding 20000.00
 Cumulative Funding 5974817.00

MOD 15

122403 1300117271 49000.00
 LLA :
 AT 1791804 4D4D 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A00000088985
 ACRN: AT
 CIN: 130011727100001

322403 1300117271 5000.00
 LLA :
 AT 1791804 4D4D 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A00000088985
 ACRN: AT
 CIN: 130011727100001

MOD 15 Funding 54000.00
 Cumulative Funding 6028817.00

MOD 16

121002 1300095291-0001 100000.00
 LLA :
 AH 1781319 J7KG 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: HQ018P5NA02R
 ACRN: AH
 CIN: 130009529100002

MOD 16 Funding 100000.00
 Cumulative Funding 6128817.00

MOD 17

131001 1300118955 545000.00
 LLA :
 AM 1791319 J7KG 252 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A00000104010
 ACRN: AK
 CIN: 130011895500001

132401 13001183660 700000.00

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LLA :
AN 1791804 4D4D 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000099936
ACRN: AN
CIN: 130011836600001

331001 1300118955 50000.00
LLA :
AM 1791319 J7KG 252 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000104010
AMOUNT: \$595,000.00
CIN 130011895500001: \$595,000.00

332401 1300118366 25000.00
LLA :
AN 1791804 4D4D 251 00019 0 050120 2D 000000
Standard Number: NA
COST CODE: A00000099936
ACRN: AN
CIN: 130011836600001

MOD 17 Funding 1320000.00
Cumulative Funding 7448817.00

MOD 19

133001 1300119504 185000.00
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
Standard Number: NA
COST CODE: A00000110026
ACRN: AP
CIN: 130011950400001

133201 1300119504 185000.00
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
Standard Number: NA
COST CODE: A00000110026
ACRN: AP
CIN: 130011950400001

133601 1300119504 32000.00
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
Standard Number: NA
COST CODE: A00000110026
ACRN: AP
CIN: 130011950400001

333001 1300119504 23000.00
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
Standard Number: NA
COST CODE: A00000110026
ACRN: AP
CIN: 130011950400001

MOD 19 Funding 425000.00
Cumulative Funding 7873817.00

MOD 20

132201 1300124826 131857.00
LLA :
AR 1791506 J4UV 251 00019 0 050120 2D 000000
COST CODE: A00000166520
ACRN: AR
CIN 130012482600001

135001 1300118366 391000.00
LLA :
AQ 1791804 4D4D 251 00019 0 050120 2D 000000
COST CODE: A00000099936
ACRN: AQ
CIN: 130011836600002

332201 1300124826 30000.00
LLA :
AR 1791506 J4UV 251 00019 0 050120 2D 000000
COST CODE: A00000166520
AMOUNT: \$161,857.00
CIN 130012482600001: \$161,857.00

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332402 1300118366 9000.00
 LLA :
 AQ 1791804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: A00000099936
 ACRN: AQ
 CIN: 130011836600002

MOD 20 Funding 561857.00
 Cumulative Funding 8435674.00

MOD 21

131002 1300118955-0001 248000.00
 LLA :
 AS 1791319 J7KG 252 00019 0 050120 2D 000000
 COST CODE: A10000104010
 ACRN: AS
 CIN: 130011895500002

132402 1300118366 391000.00
 LLA :
 AQ 1791804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: A00000099936
 ACRN: AQ
 CIN: 130011836600002

135001 1300118366 (391000.00)
 LLA :
 AQ 1791804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: A00000099936
 ACRN: AQ
 CIN: 130011836600002

331002 1300118955-0001 52000.00
 LLA :
 AS 1791319 J7KG 252 00019 0 050120 2D 000000
 COST CODE: A10000104010
 ACRN: AS
 CIN: 130011895500002

MOD 21 Funding 300000.00
 Cumulative Funding 8735674.00

MOD 23

131003 1300133230 807000.00
 LLA :
 AU 1791106 27A0 250 67854 0 067443 2D M67854
 COST CODE: 9RCSHD0211BK
 ACRN: AU
 CIN 130013323000001

132201 1300124826 (131078.00)
 LLA :
 AR 1791506 J4UV 251 00019 0 050120 2D 000000
 COST CODE: A00000166520
 ACRN: AR
 CIN 13001248260001

132202 1300133230 492418.49
 LLA :
 AU 1791106 27A0 250 67854 0 067443 2D M67854
 COST CODE: 9RCSHD0211BK
 ACRN: AU
 CIN 130013323000001

132401 13001183660 (252001.00)
 LLA :
 AN 1791804 4D4D 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A00000099936
 ACRN: AN
 CIN: 130011836600001

132402 1300118366 (360000.00)
 LLA :
 AQ 1791804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: A00000099936
 ACRN: AQ
 CIN: 130011836600002

133201 1300119504 (5000.00)
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000

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Standard Number: NA
 COST CODE: A00000110026
 ACRN: AP
 CIN: 130011950400001

331003 1300118955-0002 34000.00
 LLA :
 AS 1791319 J7KG 252 00019 0 050120 2D 000000
 COST CODE: A10000104010
 ACRN: AS
 CIN 130011895500002

332202 1300133230 19400.00
 LLA :
 AU 1791106 27A0 250 67854 0 067443 2D M67854
 COST CODE: 9RCSHD0211BK
 ACRN: AU
 CIN 130013323000001

333002 1300119504-0001 5000.00
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000110026
 ACRN: AP
 CIN 130011950400003

MOD 23 Funding 609739.49
 Cumulative Funding 9345413.49

MOD 24 Funding 0.00
 Cumulative Funding 9345413.49

MOD 25

131003 1300133230 (807000.00)
 LLA :
 AU 1791106 27A0 250 67854 0 067443 2D M67854
 COST CODE: 9RCSHD0211BK
 ACRN: AU
 CIN 130013323000001

132201 1300124826 111678.00
 LLA :
 AR 1791506 J4UV 251 00019 0 050120 2D 000000
 COST CODE: A00000166520
 ACRN: AR
 CIN 13001248260001

132202 1300133230 (492418.49)
 LLA :
 AU 1791106 27A0 250 67854 0 067443 2D M67854
 COST CODE: 9RCSHD0211BK
 ACRN: AU
 CIN 130013323000001

132401 13001183660 252001.00
 LLA :
 AN 1791804 4D4D 251 00019 0 050120 2D 000000
 Standard Number: NA
 COST CODE: A00000099936
 ACRN: AN
 CIN: 130011836600001

132402 1300118366 360000.00
 LLA :
 AQ 1791804 4D4D 251 00019 0 050120 2D 000000
 COST CODE: A00000099936
 ACRN: AQ
 CIN: 130011836600002

133201 1300119504 5000.00
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000
 Standard Number: NA
 COST CODE: A00000110026
 ACRN: AP
 CIN: 130011950400001

133601 1300119504 (5000.00)
 LLA :
 AP 97X4930 NH2A 252 77777 0 050120 2F 000000
 Standard Number: NA
 COST CODE: A00000110026
 ACRN: AP
 CIN: 130011950400001

331003 1300118955-0002 (34000.00)

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LLA :
AS 1791319 J7KG 252 00019 0 050120 2D 000000
COST CODE: A10000104010
ACRN: AS
CIN 130011895500002

331004 1300118955 34000.00
LLA :
AS 1791319 J7KG 252 00019 0 050120 2D 000000
Standard Number: na
COST CODE: A00000104010
ACRN: AS
CIN 130011895500003

332202 1300133230 (19400.00)
LLA :
AU 1791106 27A0 250 67854 0 067443 2D M67854
COST CODE: 9RCSHD0211BK
ACRN: AU
CIN 130013323000001

332203 1300133230 19400.00
LLA :
AU 1791106 27A0 250 67854 0 067443 2D M67854
COST CODE: 9RCSHD0211BK
ACRN: AU
CIN 130013323000001

333002 1300119504-0001 (5000.00)
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A00000110026
ACRN: AP
CIN 130011950400003

333003 1300119504-0001 5000.00
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A00000110026
ACRN: AP
CIN 130011950400003

MOD 25 Funding -575739.49
Cumulative Funding 8769674.00

MOD 26

133602 1300133230 1299418.49
LLA :
AU 1791106 27A0 250 67854 0 067443 2D M67854
Standard Number: na
COST CODE: 9RCSHD0211BK
ACRN: AU
CIN 130013323000001

333601 1300133230 19400.00
LLA :
AU 1791106 27A0 250 67854 0 067443 2D M67854
Standard Number: NA
COST CODE: 9RCSHD0211BK
ACRN: AU
CIN 130013323000001

MOD 26 Funding 1318818.49
Cumulative Funding 10088492.49

MOD 27

333601 1300133230 (19400.00)
LLA :
AU 1791106 27A0 250 67854 0 067443 2D M67854
Standard Number: NA
COST CODE: 9RCSHD0211BK
ACRN: AU
CIN 130013323000001

MOD 27 Funding -19400.00
Cumulative Funding 10069092.49

MOD 28

333601 1300133230 19400.00
LLA :
AR 1791106 27A0 250 67854 0 067443 2D M67854
Standard Number: NA

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COST CODE: 9RCSHD0211BK
ACRN: AR
CIN 130013323000001

MOD 28 Funding 19400.00
Cumulative Funding 10088492.49

MOD 29

333601 1300133230 (19400.00)
LLA :
AR 1791106 27A0 250 67854 0 067443 2D M67854
Standard Number: NA
COST CODE: 9RCSHD0211BK
ACRN: AR
CIN 130013323000001

333602 1300124826 19400.00
LLA :
AR 1791506 J4UV 251 00019 0 050120 2D 000000
COST CODE: A00000166520
ACRN: AR
CIN 13001248260001

MOD 29 Funding 0.00
Cumulative Funding 10088492.49

MOD 30

441001 1300142249-0001 650000.00
LLA :
AV 1701319 J7A2 251 00019 0 050120 2D 000000 A10000343681
Standard Number: na
COST CODE: A10000343681
CIN 130014224900002

641001 1300142249-0001 102000.00
LLA :
AV 1701319 J7A2 251 00019 0 050120 2D 000000 A10000343681
Standard Number: na
COST CODE: A10000343681
CIN: 130014224900002

MOD 30 Funding 752000.00
Cumulative Funding 10840492.49

MOD 31

331005 1300118955-0005 15000.00
LLA :
AW 1791319 J7KG 252 00019 0 050120 2D 000000 A00000104010
Standard Number: N/A
CIN: 130011895500006

MOD 31 Funding 15000.00
Cumulative Funding 10855492.49

MOD 32

442201 1300148435 285000.00
LLA :
AX 1701506 J4UV 251 00019 0 050120 2D 000000 A10000386806
COST CODE: A10000386806
CIN 130014843500001

642201 1300148435 25000.00
LLA :
AX 1701506 J4UV 251 00019 0 050120 2D 000000 A10000386806
COST CODE: A10000386806
CIN 130014843500001

MOD 32 Funding 310000.00
Cumulative Funding 11165492.49

MOD 33

133001 1300119504 (40043.70)
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
Standard Number: NA
COST CODE: A00000110026
ACRN: AP
CIN: 130011950400001

133201 1300119504 (41068.28)

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LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
Standard Number: NA
COST CODE: A00000110026
ACRN: AP
CIN: 130011950400001

133601 1300119504 (16183.86)
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
Standard Number: NA
COST CODE: A00000110026
ACRN: AP
CIN: 130011950400001

333003 1300119504-0001 (478.92)
LLA :
AP 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A00000110026
ACRN: AP
CIN 130011950400003

441001 1300142249-0001 (145000.00)
LLA :
AV 1701319 J7A2 251 00019 0 050120 2D 000000 A10000343681
Standard Number: na
COST CODE: A10000343681
CIN 130014224900002

MOD 33 Funding -242774.76
Cumulative Funding 10922717.73

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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 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 used in the performance of this contract.

(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

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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

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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 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (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

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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 be based on rates contained in the FTR, JTR or SR. The applicable rate

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

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

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 -- FIXED FEE (MAR 1997)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 -- Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years_____.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 DD254, Security Classification

Attachment 2 TOM Appointment/Responsibilities

Exhibit A Contract Data Requirements List