

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 01-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. 1300179121	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060 Patrick.W.Smith2@navy.mil 732-323-7754	CODE N68335	7. ADMINISTERED BY (If other than Item 6)	CODE S3915A	DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Specialty Systems 1451 Route 37 West Toms River NJ 08755-4969	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4573-4Y01
	10B. DATED (SEE ITEM 13) 19-Sep-2006
CAGE CODE 1U468	FACILITY CODE 061853768

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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Changes, FAR 52.243-2

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laurie Paz, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Laurie Paz (Signature of Contracting Officer)	16C. DATE SIGNED 01-Mar-2011

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GENERAL INFORMATION

Points of Contact:

Contract Specialist: Patrick Smith, email: patrick.w.smith2@navy.mil, phone: 732-323-7754

TOM: Gerry Mollo, email: gerard.mollo@navy.mil, phone: 732-323-7172

Contractor: Vince Cervellieri, email: vcervellieri@specialtysystems.com, phone: 732-341-1011, Ext. 205

Purpose of Modification:

The purpose of this modification is to deobligate funding in the amount of \$36,800 from SLIN 100405, Labor Option Period III.

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 from \$988,700.00 by \$36,800.00 to \$951,900.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
100405	OTHER	36,800.00	(36,800.00)	0.00

The total value of the order is hereby increased from \$1,281,453.00 by \$0.00 to \$1,281,453.00.

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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
1001	Labor for the Base Period. The contractor shall provide Program Management Support in accordance with Section C. Project Lead 900 Hours Administrative/Operational Staff 6 Hours (OTHER)	1406.0 LH	\$83,496.00	\$5,010.00	\$88,506.00
1002	Labor for Option Period I. The contractor shall provide Program Management Support in accordance with Section C. (OTHER)	4124.0 LH	\$349,080.19	\$20,944.81	\$370,025.00
100201	Funding for CLIN 1002 \$50,000 (OTHER)				
100202	Funding for CLIN 1002 \$50,000 (OTHER)				
100203	Funding for CLIN 1002 \$270,025 (OTHER)				
1003	Labor for Option Period II. The contractor shall provide Program Management Support in accordance with Section C. (OTHER)	3624.0 LH	\$361,238.00	\$21,674.00	\$382,912.00
100301	Funding for CLIN 1003 \$66,975 (OTHER)				
100302	Funding for CLIN 1003 \$40,000 (OTHER)				
1004	Labor for Option	3624.0 LH	\$377,547.41	\$22,652.59	\$400,200.00

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Period III. The contractor shall provide Program Management Support in accordance with Section C.
(OTHER)

100401 Funding for CLIN 1004 in the amount of \$95,000.00 (WCF)

100402 Funding for CLIN 1004 in the amount of \$5,000.00 (WCF)

100403 Funding for CLIN 1004 in the amount of \$95,000.00 (OTHER)

100404 Funding for CLIN 1004 in the amount of \$58,000.00 (OTHER)

100405 Funding for CLIN 1004 in the amount of \$0 (OTHER)

100406 Funding for CLIN 1004 in the amount of \$110,400.00 (WCF)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	Travel for the Base Period (OTHER)	1.0 Lot	\$2,000.00
300101	Funding for CLIN 3001 (OTHER)		
3002	Travel for Option Period I (OTHER)	1.0 Lot	\$10,000.00
300201	Funding for CLIN 3002 \$3,000 (OTHER)		
300202	Funding for CLIN 3002 \$7,000 (OTHER)		

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3003	Travel for Option Period II (OTHER)	1.0 Lot	\$9,000.00
3004	Travel for Option Period III (OTHER)	1.0 Lot	\$9,540.00
300401	Funding for CLIN 3004 in the amount of \$5000.00 (OTHER)		
300402	Funding for CLIN 3004 in the amount of \$2,000.00 (OTHER)		
300403	Funding for CLIN 3004 in the amount of \$2,500.00 (WCF)		
3005	Materials for the Base Period (OTHER)	1.0 Lot	\$1,200.00
300501	Funding for CLIN 3005 (OTHER)		
3006	Materials for Option Period I (OTHER)	1.0 Lot	\$1,000.00
300601	Funding for CLIN 3006 \$1,000 (OTHER)		
3007	Materials for Option Period II (OTHER)	1.0 Lot	\$4,410.00
3008	Materials for Option Period III (OTHER)	1.0 Lot	\$2,660.00
300801	Funding for CLIN 3008 in the amount of \$1,000. (WCF)		

Note* In CLINs 1001 thru 3008 (Other) is a reference to the funding type.

The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional SLINs during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

The Base Period of the Task Order, and the option periods if exercised, will be Cost Plus Fixed Fee.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE STATEMENT OF WORK

PROGRAM MANAGEMENT SUPPORT OF ALRE, ADMACS & SE INITIATIVES

1.0 Scope / Introduction / Mission Areas:

The tasks contained within this Performance Statement of Work (PSOW) are in support of the NAVAIR (NAWCAD) Program Management Competency for the identification, definition & development of future Aircraft Launch and Recovery Equipment (ALRE), Aviation Data Management and Control System (ADMACS) and Support Equipment (SE) System Initiatives for Naval Aviation. This includes efforts supporting the program management planning & development of approaches for sponsorship and implementation of these initiatives. Secondly, this PSOW covers support of the NAWCAD 1.0 competency as described below.

2.0 Applicable Documents:

No specific DoD military specifications or standards are applicable as required for performance of these Tasks or deliverables.

Two overarching documents are applicable in terms of providing an overall framework for DoD and CNO goals and objectives as related to ALRE, ADMACS, SE and NAWCAD1.0 Initiatives. They are: 1) the 2002 CNO Seapower 21 document available through CNO website; 2) the Quadrennial Defense Review (QDR) 2006 document available through various readily accessible DoD websites.

3.0 Tasks:

- Prepare advanced concept development program requirements (cost, schedule, performance) for Naval Aviation initiatives regarding ALRE, ADMACS and SE systems.
- Prepare future program architectural approaches for the advanced concept developments for ALRE, ADMACS and SE systems.
- Provide Program Management support to various NAVAIR Lakehurst ALRE, ADMACS and SE Program Managers for identification, definition & implementation of Future ALRE, ADMACS and SE Program initiatives.
- Provide Program Management support to various NAVAIR Lakehurst ALRE, ADMACS and SE Program Managers for upcoming POM cycle Issue Papers for the identification & definition of Future ALRE, ADMACS and SE Program initiatives.
- Provide Programmatic Information Technology concepts, ideas & support for Future ALRE, ADMACS and SE programs and processes along with improvement insertion into current ALRE, ADMACS & SE systems.
- Provide new creative Ideas for Future ALRE, ADMACS and SE initiatives focusing on potential benefits to Naval Aviation in terms of efficiency (e.g. reducing operational costs & manning) and enhancing effectiveness for the war fighter.
- Facilitate/manage/chair onsite the NAVAIR Lakehurst cross-competency team "Future Aviation Concepts Team" (FACTS) to brainstorm, define and refine new concepts for Future ALRE, ADMACS and SE initiatives.
- Identify, define and monitor all potential sponsors across DoD that are/will/could be available to sponsor new Future ALRE, ADMACS and SE initiatives. Prepare, provide and maintain a complete DoD sponsor identification matrix.

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- Prepare new Future ALRE, ADMACS and SE initiative Concepts and detailed Proposal Packages and Briefs matched to and for presentation to potential Sponsors and stakeholders across all DoD, such as Defense Acquisition Challenge Program (DACP), Quick Reaction Fund Program (QRFP), ONR, DoD/DoN e-business office(s) and Rapid Technology Transfer (RTT) sponsors, in accordance with their respective submission requirements.

- Prepare and brief (annually) the NAVAIR Lakehurst Program Management Team on Future ALRE, ADMACS and SE initiatives.

- Research, analyze and prepare recommendations and options for changes and improvements to the NAWCAD 1.0 Program Management Competency, as to enhance the efficiency and effectiveness of the competency.

4.0 Government-Furnished Property:

None.

5.0 Security Requirements:

None specific to this tasking requiring DD254.

6.0 Deliverables

Monthly Progress Report.

7.0 Schedule

The period of performance is:

- Initial task Order– 19 September 2006 through 30 March 2007
- 3 Option years from 31 March 2007 through 30 March 2010

8.0 Place of Performance

The place of performance will be on-site at NAVAIR Lakehurst, NJ or off-site at the Contractor's facility as required by the Government. During the performance of tasks under this contract, the Contractor personnel shall be required to commute between NAVAIR Lakehurst and the Contractor's facility for the purpose of performing tasks that require the use of equipment and systems at the respective facility and for the purpose of obtaining direction and instruction. The contractors must support meetings at NAVAIR Lakehurst, NJ within 90 minutes of meeting notification.

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SECTION D PACKAGING AND MARKING

ITEMS 1000 THROUGH 3000 AND AWARD TERM OPTION ITEMS 4000 THROUGH 9000- There are no packaging or marking requirements for the services to ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

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

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (Sep 1990)

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

(1) name and business of the contractor

(2) contract number

(3) task order number

(4) sponsor _____

(Name Individual Sponsor)

(Name of Requiring Activity)

(City & State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance for the Base Period is 19 September 2006 to 31 December 2008

The Period of Performance for Option Period I is 16 February 2007 to 31 December 2009

The Period of Performance for Option Period II is 31 July 2008 to 31 December 2009

The period of Performance for Option Period III is 31 March 2009 to 30 September 2011

F-1 Task Order Options

The Government may extend the term of this order by written notice to the Government within 5 days of the end of the current period of performance; provided that the Government give 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.

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

The total duration of this order, including the exercise of any option under this clause, shall not exceed 5 years.

52.217-5 Evaluation of Options

Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

(End of Provision)

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDERING MANAGER (TOM) APPOINTMENT (JUL 2005)

(a) The Task Ordering Officer hereby appoints the following individual as the Task Ordering Manager (TOM) for this Task

Name: Gerry Mollo

Code: 1.0

E-mail: gerard.mollo@navy.mil

Mailing Address: NAWCAD LKE, HWY 547 Bldg 150, Lakehurst, NJ 08733

Telephone: 732-323-7172

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

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

G-TXT-10 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) (JUN 2005)-ALT 1 b (JUN 2005)

(a) Invoices under this Order 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 accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) A separate invoice will be prepared (insert desired invoice submission timing). Do not combine payment claims for multiple orders with one invoice.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as time sheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are acceptable.

(b) The following information regarding [Insert Activity Name Here] is provided for completion of the invoice in WAWF:

WAWF Invoice Type: [Insert Invoice Type Here] (See clause usage statement for more information)

Issuing Office DODAAC

Inspector DODAAC (if applicable): Enter Inspector DODAAC, or leave blank.

LPO DODAAC: Enter LPO DODAAC (Local Admin), or leave blank (DCMA Admin)

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PAY DODAAC: Enter Paying Office DODAAC

(c) The contractor shall submit invoices for payment per contract terms.

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

(e) For NAVY Purposes only:

CODE: _____ Name _____

Phone: _____ Fax _____

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (OCT 2005) -ALT I (OCT 2005)

(a) The level of effort for the performance of this contract during the period from [insert start of performance period] to [insert end of performance period] is based upon an anticipated total estimated level of effort of [insert man-hours] man-hours of direct labor. The level of effort is expected to occur evenly over the contract term. The estimated composition of the total man-hours of direct labor by classification is as follows:

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-2, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either Far Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that, while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate in pursuit of assigned technical objectives, either upward or downward, by no more than ten (10%) percent of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

(1) requiring the contractor to continue to perform (but not to exceed thirty days) until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or

(2) effecting a reduction in the fixed fee by the percentage by which the total of expended man-hours is less than ninety (90%) percent of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at an employee's residence or other non-work location.

(e) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the contract in the next 60 days, when added to the level of effort previously expended in the performance of the contract, will exceed seventy-five (75%) percent of the level of effort established for the contract; or

(2) The level of effort required to perform under the contract will be greater than the level of effort established for the contract.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the contract. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the

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level of effort as proposed by the Contractor.

(f) Within thirty days after completion of the contract, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the contract schedule, including the identification of the key employees utilized;

(2) The Contractor's estimate of the total allowable cost incurred under the contract; and

(3) In the case of a cost under run, the amount by which the estimated cost of the contract may be reduced to recover excess funds.

(g) In the event that the incurred level of effort exceeds by three (3%) percent or less the contract requirement, but does not exceed the estimated cost of the contract, the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e) above. This understanding does not supersede or change subsection (e) above, whereby the contractor and Government may agree on a change to the contract level of effort with an equitable adjustment for both cost and fee.

SEA 5252.232-9104 Allotment of Funds (May 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10) as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "Limitation Of FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEMS(S)

ALLOTTED COST ALLOTTED FEE PERIOD OF PERFORMANCE

\$ 84,990.00	\$ 5,010.00	Total - \$90,000.00	9/19/06 to 3/29/07 (Base)
\$ 360,080.19	\$ 20,944.81	Total - \$381,025.00	2/16/07 to 3/30/08 (Option I)
\$ 100,919.89	\$ 6,055.11	Total - \$106,975.00	7/31/07 to 12/31/09 (Option II)
\$ 353,330.41	\$ 20,569.59	Total - \$373,900.00	3/31/09 to 3/31/11 (Option III)

Total
Cost - 899,320.49 Fee - 52,579.51 Total - \$951,900.00

(To be provided at the Task order level)

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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(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

\$951,900.00

It is estimated that these incremental funds will provide for (If LOE, enter the number of hours; if completion or supply enter items and quantities) The following details funding to date:

Total Contract CPFF Funds This Action Previous Funding Funds Available Balance Unfunded

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Accounting Data
SLINID   PR Number           Amount
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1001     001016930400001       88506.00
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

300101   001016930400001        747.00
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

300501   001016930400001        747.00
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

BASE Funding 90000.00
Cumulative Funding 90000.00

MOD 02

100201   001019157400001       50000.00
LLA :
AB 97X4930 NH2A 252 77777 0 054219 2F 000000 000002118100

MOD 02 Funding 50000.00
Cumulative Funding 140000.00

MOD 03

100202   001021332200001       50000.00
LLA :
AC 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

300201   001021332200001        3000.00
LLA :
AC 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

MOD 03 Funding 53000.00
Cumulative Funding 193000.00

MOD 04

100203   001021332200002       270025.00
LLA :
AD 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

100301   001021332200002       66975.00
LLA :
AD 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

300202   001021332200002        7000.00

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LLA :
AD 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

300601 001021332200002 1000.00

LLA :
AD 97X4930 NH2A 252 77777 0 054219 2F 000000 000002000200

MOD 04 Funding 345000.00
Cumulative Funding 538000.00

MOD 06

100302 130013560900001 40000.00

LLA :
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000286146

MOD 06 Funding 40000.00
Cumulative Funding 578000.00

MOD 07

100401 130014460900001 95000.00

LLA :
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000360385

100402 130014460900002 5000.00

LLA :
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000360385

MOD 07 Funding 100000.00
Cumulative Funding 678000.00

MOD 08 Funding 0.00
Cumulative Funding 678000.00

MOD 09

100403 130015605100001 95000.00

LLA :
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000434263

100404 130015799500001 58000.00

LLA :
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000447264

300401 130015605100002 5000.00

LLA :
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000434263

300402 130015799500002 2000.00

LLA :
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000447264

MOD 09 Funding 160000.00
Cumulative Funding 838000.00

MOD 10

100405 130017912100001 36800.00

LLA :
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000567539

MOD 10 Funding 36800.00
Cumulative Funding 874800.00

MOD 11

100406 130019117400001 110400.00

LLA :
AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000655126

300403 130019117400002 2500.00

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LLA :
AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000655126

300801 130019117400003 1000.00

LLA :
AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000655126

MOD 11 Funding 113900.00
Cumulative Funding 988700.00

MOD 12

100405 130017912100001 (36800.00)

LLA :
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000567539

MOD 12 Funding -36800.00
Cumulative Funding 951900.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

5252.211-9502 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.

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

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

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

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

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for

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approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

SECURITY REQUIREMENTS

PA Employees.

The PA shall not employ persons for work in the performance of this Award who are identified to the PA by the Contracting Officer as potential threats to the health, safety, security, general well being, or operational mission of the installation and its population. Where reading, understanding, read, write, and speak English to the twelfth grade level. (The speaking skill is not required of a PA employee who is hearing impaired. All PA employees must be computer literate.

Employment of Foreign Nationals: No foreign nationals shall be employed under this award. The PA shall ensure that all personnel employed in the performance of this award shall be United States Citizens, and capable of obtaining a secret security clearance.

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 listed in Attachment [insert attachment number]. [insert either "Task orders issued under the contract" or "The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

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

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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 [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

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

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

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

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

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(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.

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SECTION I CONTRACT CLAUSES

Clauses specified in Section I of the Seaport-e basic contract are incorporated into this order if applicable.

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SECTION J LIST OF ATTACHMENTS

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