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SECTION D PACKAGING AND MARKING

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

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

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

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

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

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

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

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SECTION E INSPECTION AND ACCEPTANCE

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

| CLIN | Inspection At | Inspection By | Acceptance At | Acceptance By |
|------|---------------|---------------|---------------|---------------|
| 4000 | Destination | Government | Destination | Government |
| 4001 | Destination | Government | Destination | Government |
| 4002 | Destination | Government | Destination | Government |
| 4003 | Destination | Government | Destination | Government |
| 4100 | Destination | Government | Destination | Government |
| 4101 | Destination | Government | Destination | Government |
| 4102 | Destination | Government | Destination | Government |
| 4200 | Destination | Government | Destination | Government |
| 4201 | Destination | Government | Destination | Government |
| 4202 | Destination | Government | Destination | Government |
| 4300 | Destination | Government | Destination | Government |
| 4301 | Destination | Government | Destination | Government |
| 4302 | Destination | Government | Destination | Government |
| 4400 | Destination | Government | Destination | Government |
| 4401 | Destination | Government | Destination | Government |
| 4402 | Destination | Government | Destination | Government |
| 5000 | Destination | Government | Destination | Government |
| 5100 | Destination | Government | Destination | Government |
| 5200 | Destination | Government | Destination | Government |
| 5300 | Destination | Government | Destination | Government |
| 5400 | Destination | Government | Destination | Government |
| 6000 | Destination | Government | Destination | Government |
| 6100 | Destination | Government | Destination | Government |
| 6200 | Destination | Government | Destination | Government |
| 6300 | Destination | Government | Destination | Government |
| 6400 | Destination | Government | Destination | Government |

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)

(FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate,

and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract

entitled **NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form**. The attached form will not be used

for high cost data such as drawings, specifications, and technical manuals.

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5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: Karen Tippet

Activity: Naval Air Systems Command

Address: 47123 Buse Rd, Bldg. 2272, Suite 149, Patuxent River, MD 20670-1547

Phone: (301) 757-5546

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

| | |
|------|------------------------|
| 4000 | 6/11/2009 - 11/30/2009 |
| 4002 | 6/11/2009 - 11/30/2009 |
| 4003 | 6/11/2009 - 11/30/2009 |
| 4100 | 12/1/2009 - 11/30/2010 |
| 4102 | 12/1/2009 - 11/30/2010 |
| 4200 | 12/1/2010 - 11/30/2011 |
| 4300 | 12/1/2011 - 11/30/2012 |
| 4400 | 12/1/2013 - 12/29/2014 |
| 4402 | 12/1/2013 - 12/29/2014 |
| 5000 | 6/11/2009 - 11/30/2009 |
| 5100 | 12/1/2009 - 11/30/2010 |
| 5200 | 12/1/2010 - 11/30/2011 |
| 5300 | 12/1/2011 - 11/30/2012 |
| 5400 | 12/1/2013 - 12/29/2014 |
| 6000 | 6/11/2009 - 11/30/2009 |
| 6100 | 12/1/2009 - 11/30/2010 |
| 6200 | 12/1/2010 - 11/30/2011 |
| 6300 | 12/1/2011 - 11/30/2012 |
| 6400 | 12/1/2013 - 12/29/2014 |
| 7500 | 6/30/2014 - 9/30/2014 |
| 7501 | 6/30/2014 - 9/30/2014 |
| 7503 | 6/30/2014 - 9/30/2014 |
| 9500 | 6/30/2014 - 9/30/2014 |

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

| | CLINs | Period of Performance |
|-----------------|------------------------------------|----------------------------|
| Base Period | 4000; 4001; 4002; 4003; 5000; 6000 | 11 June 2009 - 30 Nov 2009 |
| Option Period 1 | 4100; 4101; 4102; 5100; 6100 | 01 Dec 2009 - 30 Nov 2010 |
| Option Period 2 | 4200; 4201; 4202; 5200; 6200 | 01 Dec 2010 - 30 Nov 2011 |
| Option Period 3 | 4300; 4301; 4302; 5300; 6300 | 01 Dec 2011 - 30 Nov 2012 |
| Option Period 4 | 4400; 4401; 4402; 5400; 6400 | 01 Dec 2012 - 29 Dec 2014 |
| Option Period 5 | 7500, 7501, 7502, 7503, 9500 | 30 Jun 2014 - 30 Dec 2015 |

5252.247-9505 TECHNICAL DATA AND INFORMATION (FEB 1995) (NAVAIR)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data

Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

- (a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date

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of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Naval Air Systems Command (AIR 2.5.1.8.3)

21983 Bundy Road

Bldg 441

Patuxent River, MD 20670-1547

Program Office, PMA-275

Naval Air Systems Command

47123 Buse Road, Building 2272

Patuxent River, MD 20670-1547

Contracting Officer's Representative: Karen Tippet

PHONE: (301) 757-5546

(2) ACO: Refer to Block 24 of the Basic contract.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

Program Office: PMA-275

Naval Air Systems Command

47123 Buse Road, Building 2272

Patuxent River, MD 20670-1547

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Contracting Officer's Representative: Karen Tippet

Phone: (301) 757-5546

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SECTION G CONTRACT ADMINISTRATION DATA

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

In accordance with the Memorandum of Understanding (MOU) between the Department of Navy and the Small Business Administration (SBA), the successful offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 585,675 total man-hours including all options, 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 11,262.98 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee x ((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 overrun; (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) 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.

(End of Clause)

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

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

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

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

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

5252.232-9504-1 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE. ALTERNATE 1 (NAVAIR)(MAY 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 below."

(f) Additional special payment instructions: N/A.

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5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2008)

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

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.cb.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/navyaoos/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: | -- Select Combo for Fixed Price Supplies and Services. (Separate Invoices and Receiving Reports may also be used.) -- Select Cost Voucher for all Cost or T&M contracts or CLINs. Questions? Call 1-800-559-WAWF (9293). |
| Issuing Office DODAAC: | N00421 |
| Admin Office DODAAC: | S2404A |
| Inspector DODAAC (usually only used when Inspector & Acceptor are different people): | Enter Inspector DODAAC, or leave blank |
| Ship To DODAAC (for Combo): | N00019 |
| Service Approver DODAAC (Cost Voucher) | |
| DCAA Office DODAAC (Used on Cost Voucher's only): | IIAA47B |
| Paying Office DODAAC: | IIQ0338 |

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

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

| Name | Email | Phone | Role |
|--------------|--|----------------|------|
| Karen Tippet | karen.tippet@navy.mil | (301) 757-5546 | COR |

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

(a) Definitions. As used in this clause--

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

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

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

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

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

(2) Web Invoicing System (WINS). Information regarding WINS is available on the Internet at <https://ccweb.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/ccedi>.

(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.

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:

See Attachment 04: Task Order Ceiling Spreadsheet

(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

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

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

FUNDING PROFILE

The following details funding to date:

See Attachment 04: Task Order Ceiling Spreadsheet

(End of Clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT (APR 2005)

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this task order:

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Name: **Karen Tippett**

E-mail: karen.tippett@navy.mil

Activity: Naval Air Systems Command

Address: 47123 Buse Rd, Bldg. 2272, Patuxent River, MD 20670-1547

Telephone: (301) 757-5546

(b) The COR is responsible for those specific functions assigned in the COR 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 Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

Accounting Data

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SUNID  PR Number      Amount
-----
400001  1300128021
LLA :
AA 5793010 119 472 010V0 2 200000 05 92CR00 0000503000F0 3000 000000
CIN# 130012802100001.

500001  1300128297-0001
LLA :
AR 97-11X8242 PRJ4 251 00019 0 050120 2D 000000 A00000225665
CIN# 130012829700001.

600001  1300128297-0003
LLA :
AR 5791400 309 47204 G GMT101 00 00592C H41110F50300 0F03000ALDAAPSR015226 F03000
CIN# 130012829700001.

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MOD 02

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400002  1300123478-0004
LLA :
AC 1791506 UICW 251 00019 0 050120 2D 000000 A00000225249
CIN# 130012347800002.

400003  1300123478-0004
LLA :
AD 1791119 U577 251 00019 0 050120 2D 000000 A10000225249
CIN# 130012347800003.

400004  1300130059
LLA :
AR 97-11X8242 PRJ4 251 00019 0 050120 2D 000000 A00000225665
CIN# 130013005900001.

600002  1300123478-0004
LLA :
AC 1791506 UICW 251 00019 0 050120 2D 000000 A00000225249
CIN# 130012347800002.

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MOD 03

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410001  1300139560
LLA :
AF 1701119 U577 251 00019 0 050120 2D 000000 A10000328236
CIN# 130013956000003.

410002  1300139560
LLA :
AC 1701506 UICW 251 00019 0 050120 2D 000000 A00000328236
CIN# 130013956000001.

510001  1300138773
LLA :
AR 97-11X8242 PRK4 251 00019 0 050120 2D 000000 A00000319033
CIN# 130013877300001.

610001  1300139560-0002
LLA :
AG 1701506 UICW 251 00019 0 050120 2D 000000 A00000328236
CIN# 130013956000002.

610002  1300138773
LLA :
AR 97-11X8242 PRK4 251 00019 0 050120 2D 000000 A00000319033
CIN# 130013877300002.

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MOD 04

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410003  1300142644
LLA :
AJ 5703010 1104 720 10V02 2 000000 50 640000 000503000F03 000PSR017215PSR413992 503
000
CIN# 130014264400001.

610003  1300142644
LLA :
AJ 5703010 1104 720 10V02 2 000000 50 640000 000503000F03 000PSR017215PSR413992 503
000
CIN# 130014264400001.

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MOD 05

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400004  1300130059

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LLA :
AR 97-11X8242 PRJ4 251 00019 0 050120 2D 000000 A00000225665
CIN# 130013005900001

510002 1300138773-0001
LLA :
AR 97-11X8242 PRJ4 251 00019 0 050120 2D 000000 A00000319033
CIN# 130013877300005

MOD 06

410004 1300160880
LLA :
AK 5703400 3004 720 4GGWT 1 010000 50 640413 18F503000F03 000FSR020095PSR429017 P03
000
CIN # 130016088000001

610004 1300160880
LLA :
AK 5703400 3004 720 4GGWT 1 010000 50 640413 18F503000F03 000FSR020095PSR429017 P03
000
CIN # 130016088000001

MOD 07

420001 1300182417-0001
LLA :
AM 1711506 UICW 251 00019 0 050120 2D 000000 A00000597925
CIN 130018241700001 - \$4,150,000.00
CIN 130018241700003 - \$1,648,000.00

420002 1300184395
LLA :
AP 1711319 US77 251 00019 0 050120 2D 000000 A00000611754
CIN# 130018439500001

420003 1300186397
LLA :
AQ 5703010 1104 720 10V02 2 000000 50 640000 000503000F03 000FSR017215PSR413992 P03000
CIN 130018639700001

5200 1300181999
LLA :
AN 97-11X8242 PRJ4 251 00019 0 050120 2D 000000 A00000609435
CIN 130018399900001

620001 1300182417-0001
LLA :
AM 1711506 UICW 251 00019 0 050120 2D 000000 A00000597925
CIN 130018241700002

620002 1300186397
LLA :
AQ 5703010 1104 720 10V02 2 000000 50 640000 000503000F03 000FSR017215PSR413992 P03000
CIN130018639700001

MOD 09

500001 1300128297-0001
LLA :
AR 97-11X8242 PRJ4 251 00019 0 050120 2D 000000 A00000225665
CIN# 130012829700001

500002 1300130059-0001
LLA :
AR 97-11X8242 PRJ4 251 00019 0 050120 2D 000000 A00000225665
CIN# 130013005900006

MOD 10

410002 1300139560-002
LLA :
AG 1701506 UICW 251 00019 0 050120 2D 000000 A00000328236
CIN# 130013956000001
CIN# 130013956000002
CIN# 130013956000005

610001 1300139560-002
LLA :
AG 1701506 UICW 251 00019 0 050120 2D 000000 A00000328236
CIN# 130013956000002

MOD 11

420004 1300197302-0001
LLA :
AS 5713400 3014 720 4GGWT 1 010000 50 640413 18F503000F03 000FSR019104PSR588701 503
000

620001 1300197302-0001
LLA :
AS 5713400 3014 720 4GGWT 1 010000 50 640413 18F503000F03 000FSR019104PSR588701 503
000

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MOD 12

400002 1300123478-0004
LLA :
AC 1791506 UICW 251 00019 0 050120 2D 000000 A00000225249
CIN# 130012347800002

400003 1300123478-0004
LLA :
AD 1791319 US77 251 00019 0 050120 2D 000000 A10000225249
CIN#130012347800003

600001 1300128297-0003
LLA :
AB 5793400 309 47204 G GWT101 00 00592C H41318F50300 0F03000ALDAAPSR015226 F03000
CIN# 130012829700001

600002 1300123478-0004
LLA :
AC 1791506 UICW 251 00019 0 050120 2D 000000 A00000225249
CIN# 130012347800002

MOD 13

420001 1300182417-0001
LLA :
AM 1711506 UICW 251 00019 0 050120 2D 000000 A00000597925

MOD 16

420004 1300197302-0001
LLA :
AS 5713400 3014 720 4GGWT 1 010000 50 640413 18F503000F03 000FSR019304PSR588701 503
000

620003 1300197302-0001
LLA :
AS 5713400 3014 720 4GGWT 1 010000 50 640413 18F503000F03 000FSR019304PSR588701 503
000

MOD 17

430001 1300235761
LLA :
AT 1721506 UICW 251 00019 0 050120 2D 000000 A00000945482
CIN 130023576100001

430002 1300233569
LLA :
AU 1721319 US77 251 00019 0 050120 2D 000000 A00000929767
CIN 130023356900001

630001 1300235761
LLA :
AT 1721506 UICW 251 00019 0 050120 2D 000000 A00000945482
CIN 130023576100002

MOD 18

430003 1300233863
LLA :
AK 5713010 1114 720 10V02 2 000000 50 640413 18F503000F03 000FSR015524PSR715291 503000
CIN 130023386300001

430004 1300233863
LLA :
AW 5723400 3024 720 4GGWT 1 010000 50 640413 18F503000F03 000FSR029704PSR711940 F03000
CIN 130023386300002

630002 1300233863
LLA :
AK 5713010 1114 720 10V02 2 000000 50 640413 18F503000F03 000FSR015524PSR715291 503000
CIN 130023386300001

630003 1300233863-0001
LLA :
AW 5723400 3024 720 4GGWT 1 010000 50 640413 18F503000F03 000FSR029704PSR711940 F03000
CIN 130023386300002
CIN 130023386300003

MOD 19

430005 1300235761-0001
LLA :
AT 1721506 UICW 251 00019 0 050120 2D 000000 A00000945482
CIN #130023576100003

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MOD 20

630003 1300233863-0001 100000.00
LLA :
AW 5723400 3024 720 4GGWT 1 010000 50 640413 18F503000P03 000FSR029704PSR711940 P03000
CIN 1300233863000002
CIN 1300233863000003

MOD 23

430001 1300235761
LLA :
AT 1731506 UICW 251 00019 0 050120 2D 000000 A00005945482
CIN 1300235761000001

MOD 24

440001 1300314161
LLA :
AY 1731319 US77 251 00019 0 050120 2D 000000 A00001484321
CIN #1300314161000001

440002 1300315471
LLA :
AZ 1731506 USBV 251 00019 0 050120 2D 000000 A00001494163
CIN #1300315471

440003 1300313278
LLA :
BA 1731506 UICW 251 00019 0 050120 2D 000000 A00001477763
CIN #1300313278000001

640001 1300313278
LLA :
BA 1731506 UICW 251 00019 0 050120 2D 000000 A00001477763
CIN #1300313278000002

MOD 25

440004 1300318313
LLA :
BB 5723010 1124 720 10V02 2 4GGWT3 50 640413 18F503000P03 000FSR024388PSRA52895 503000
CIN #1300318313000001

440005 1300318313
LLA :
BC 5733400 3034 7MT 4GGWT 1 010000 50 640413 18F503000P03 000FSR018390PSR687211 503000
CIN #1300318313000002

640002 1300318313
LLA :
BB 5723010 1124 720 10V02 2 4GGWT3 50 640413 18F503000P03 000FSR024388PSRA52895 503000
CIN # 1300318313000001

MOD 26

440004 1300318313
LLA :
BB 5723010 1124 720 10V02 2 4GGWT3 50 640413 18F503000P03 000FSR024388PSRA52895 503000
CIN #1300318313000001

440005 1300318313-0001
LLA :
BC 5733400 3034 7MT 4GGWT 1 010000 50 640413 18F503000P03 000FSR018390PSR687211 503000
CIN #

MOD 27

420001 1300182417-0001
LLA :
AW 1731506 UICW 251 00019 0 050120 2D 000000 A00000597925

610001 1300139560-002
LLA :
AG 1701506 UICW 251 00019 0 050120 2D 000000 A00000428236
CIN# 1300139560000002

620001 1300182417-0001
LLA :
AW 1731506 UICW 251 00019 0 050120 2D 000000 A00000597925
CIN 1300182417000002

MOD 28

540001 1300350513

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LLA :
BD 97-11X8242 PRN4 251 00019 0 050120 2D 000000 A00001728986
CIN# 110015051300001

610003 1300142644
LLA :
AJ 5703010 1104 720 10V02 2 000000 50 640000 000503000F03 000FSR017215PSR413992 503
000
CIN# 130014264400001

620003 1300197302-0001
LLA :
AS 5713400 3014 720 40GWT 1 010000 50 640413 18F503000F03 000FSR019304PSR588701 503
000

MOD 29

440006 1300313278-0001
LLA :
BA 1731506 UICW 251 00019 0 050120 2D 000000 A00001477763
CIN# 11003132780003

440007 1300318113-0002
LLA :
BC 5733010 1134 7MT 10V02 2 40GWT3 50 640413 18F503000F03 000FSR015856PSR667246 503000
CIN# 110031811300006

MOD 32

540002 1300367381
LLA :
BF 9711X8242 PRN4 251 00019 0 050120 2D 000000 A00001833450
CIN# 130036738100001

MOD 33

440008 1300389169
LLA :
BG 1741506 UICW 251 00019 0 050120 2D 000000 A00002017406
CIN# 110038916900001
540003 1300391270
LLA :
BH 9711X8242 PRP4 251 00019 0 050120 2D 000000 A00002013543
CIN# 110039127000001

MOD 34

440009 1300394982
LLA :
BJ 5733010 0000 113 47MT1 0 V0224G GW T35064 041318F50300 0P03000PSR015856PSR66 503000
CIN# 130039498200001

MOD 35

440010 1300389169-0001
LLA :
BG 1741506 UICW 251 00019 0 050120 2D 000000 A00002017406
CIN# 130038916900002 \$640,000.00

MOD 36

440011 1300394982-0001
LLA :
BK 5741010 1144 7MT 10V02 2 40GWT3 50 640413 18F503000F03 000FSR032177PSR588661 503000
CIN# 130039498200002 \$

MOD 37

540004 1300391270-0001
LLA :
BL 97-11X8242 PRP4 251 00019 0 050120 2D 000000 A00002033543
CIN# 110039127000002

MOD 40

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440012 1300430582-0001
LLA :
BN 1741506 UICW 251 00019 0 050120 2D 000000 COST CODE: A00002336316
CIN 130043058200002:

MOD 41

440013 1300394982-0002
LLA :
BK 5743010 1144 7MT 10 40GWT3 50 640413 18P503000P03 000PSR032177PSRB58661 503000
CIN #130039498200003

MOD 42

440013 1300394982-0002
LLA :
BK 5743010 1144 7MT 10 40GWT3 50 640413 18P503000P03 000PSR032177PSRB58661 503000
CIN #130039498200003

750001 1300394982-0002
LLA :
BK 5743010 1144 7MT 10V02 2 40GWT3 50 640413 18P503000P03 000PSR032177PSRB58661 503000
CIN #130039498200003

MOD 43

750301 1300391270-0002
LLA :
BN 9711X8242 PBP4 251 00019 0 050120 2D 000000 A00002033543
CIN #130039127000003 :

MOD 44

440012 1300430582-0001
LLA :
BN 1741506 UICW 251 00019 0 050120 2D 000000 COST CODE: A00002336316
CIN 130043058200002:

750002 1300389169-0004
LLA :
BG 1741506 UICW 251 00019 0 050120 2D 000000 A00002017406
CIN 130038916900006 :

750003 1300389169-0004
LLA :
BN 1741506 USBV 251 00019 0 050120 2D 000000 A10002017406
CIN #130038916900007

750004 1300389169-0004
LLA :
BP 1741319 U577 251 00019 0 050120 2D 00000000 A20002017406
CIN #130038916900008

MOD 45

750002 1300389169-0004
LLA :
BG 1741506 UICW 251 00019 0 050120 2D 000000 A00002017406
CIN 130038916900006

750003 1300389169-0004
LLA :
BN 1741506 USBV 251 00019 0 050120 2D 000000 A10002017406
CIN #130038916900007

950001 1300389169-0005
LLA :
BG 1741506 UICW 251 20 2D 000000 A00002017406
CIN: 130038916900010

950002 1300389169-0005
LLA :
BN 1741506 USBV 251 00019 0 050120 2D 000000 A10002017406
CIN: 130038916900011

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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.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor on or before the expiration of the task order period of performance.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed four (4) years.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

-
- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
-

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The will notify the Naval Sea Systems Command Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

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The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD 20670. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to:

Name: Karen Tippet

E-mail: karen.tippet@navy.mil

Activity: Naval Air Systems Command

Address: 47123 Buse Rd, Bldg. 2272, Patuxent River, MD 20670-1547

Telephone: (301) 757-5546

All losses are to have the permanent badges returned to Security Officer, Naval Air Station, Patuxent River, MD 20670 on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

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

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

(10) days before the proposed date for release.

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

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(a) Contract line item **5100** is incrementally funded. The sum of _____ is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in ~~amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause~~ entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

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On execution of contract

On execution of Mod 05

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SECTION J LIST OF ATTACHMENTS

Attachment 01 - Quality Assurance Surveillance Plan (QASP)

Attachment 02 - COR Appointment Letter

Attachment 03 - Contract Security Classification Specification (DD254)

Attachment 04 - Task Order Ceiling Spreadsheet

Exhibit A - Contract Data Requirements Lists (CDRLs A001-A004). CDRL A003 and A005 have been deleted
