

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-06-D-4860	2. DELIVERY ORDER NO. GM0102	3. EFFECTIVE DATE ORIG 04/04/2007 MOD 05/08/2007	4. PURCHASE REQUEST NO. N68936-07-MR-58754
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5. ISSUED BY NAVAIR Weapons Division Point Mugu Stu Hoffman 254300E 575 I Avenue, Suite 1, Bldg 65 Point Mugu, CA 93042-5049 stu.hoffman@navy.mil 805-989-1947 Ext.	CODE N68936	6. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO, CA 92111-2241	CODE S0514A
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7. CONTRACTOR San Diego Research Center, Inc. 6696 Mesa Ridge Road San Diego, CA 92121	CODE 1UWB4	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381	CODE HQ0339
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13. TYPE OF ORDER	<input type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

San Diego Research Center, Inc.	Ted Balleras, Vice President
NAME OF CONTRACTOR	SIGNATURE
	TYPED NAME AND TITLE
	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

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

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: John R Davidson CONTRACTING/ORDERING OFFICER	22. TOTAL 05/08/2007 \$3,248,412.43
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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The purpose of this modification is to:

1. CHANGE SECTION G CONTRACT ADMINISTRATION DATA, INVOICING INSTRUCTIONS AND PAYMENT (WAWF).
2. CHANGE TASK ORDER ADMINISTRATION OFFICE (Blk 6) INFORMATION.
3. CHANGE TASK ORDER PAYMENT OFFICE (Blk 12) INFORMATION.

Accordingly, said Task Order is modified as follows:

- (1) Change WAWF Invoice Type, From: 2 in 1 To: Cost. (see section G)
Change WAWF ADMIN DODAAC From: M67004 To: S0514A
Change WAWF PAY DODAAC From: N68892 To: HQ0339

(2) Change Task Order Admin Office From:
Blount Island Command (M67004)
5880 Channel View Blvd
Jacksonville, FL 32226-3404

To:
DCMA San Diego (S0514A)
7675 Dagget Street
Suite 200
San Diego, CA 92111-2241

(3) Change Task Order Payment Office From:
DFAS Charleston Vendor Pay Code FP (N68892)
P.O. Box 118054
Charleston, SC 29423-8054

To:
DFAS-CO/ West Entitlement Operations (HQ0339)
P.O. Box 182381
Columbus, OH 43218-2381

A conformed copy of this Task Order is attached to this modification for information purposes only.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES						
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Labor, ATSO Design and Prototype (OTHER)		1.0 Lot	\$2,179,085.58	\$174,326.85	\$2,353,412.43
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	Labor, ATSO Design and Prototype (OTHER) Option		1.0 Lot	\$2,233,935.83	\$178,714.87	\$2,412,650.70
3000	ODC, ATSO Design and Prototype (OTHER)		1.0 Lot	\$895,000.00		
3001	ODC, ATSO Design and Prototype (OTHER) Option		1.0 Lot	\$895,000.00		
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Labor, ATSO Design and Prototype (OTHER) Option		1.0 Lot	\$2,290,499.50	\$183,239.96	\$2,473,739.46
6000	ODC, ATSO Design and Prototype (OTHER) Option		1.0 Lot	\$895,000.00		

This effort is severable.

CLIN series 1000 and 4000 are Cost Plus Fixed Fee. CLIN series 3000 and 6000 are Cost Reimbursable ODC's.

Both Labor and ODC CLINS are to segregate periods of performance for accounting purposes in a multi year contract.

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK (SOW)

NAWCWD Airborne Threat Organization Support

1.0 BACKGROUND:

The Airborne Threat Simulation Organization (ATSO) is responsible for the development of numerous RF threat simulations ranging from electronic attack (EA) systems to emitter (radar) simulations. Customers range from Navy, Air Force and Army, to foreign governments and private-party DOD contractors. As the Project Reliance service lead for airborne emitters, the ATSO develops emitter and EA systems for virtually all DOD target systems. In addition, the ATSO provides Fleet (Air Force and Navy) with various airborne and ground based systems for training at various levels. Fed by a close working relationship with the DOD's major intelligence offices the ATSO develops a flexible and robust line of products that not only keeps-up with the threat but is able to project, or lead, out-year developments in order to provide the war fighter with simulations of 'historic' and new and emerging threat systems.

1.1 SCOPE:

The purpose of this task order is to obtain the required engineering developments that will significantly improve and maintain ATSO capabilities as a leader in electronic attack (EA), passive countermeasures, and active emitter systems for the simulation of threats against US forces in a dynamic electronic warfare environment. This includes such activities as Research & Development (R&D), design engineering, prototyping, representative model acquisition, and product documentation. This Statement of Work reflects current NAVAIR policies and practices, allowing offerors to propose and price a solution to known requirements.

Furthermore, due to the complexity and the dynamic nature of electronic warfare, ATSO anticipates that requirements and resulting objectives will change over the life of this order. Therefore, the items covered under this task order must incorporate advances in technology that will allow it to continue to work better and cost less. Throughout the life of this agreement, the ATSO contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies that in the most economic and efficient manner improves system and mission performance.

2.0 APPLICABLE DOCUMENTS:

The documents listed in the following sections are applicable in the performance of this task order.

2.1 Specifications, Standards & Handbooks:

MIL-STD-461E Electromagnetic Interference/Electromagnetic Control

MIL-STD-704E Aircraft Electrical Power Characteristics

MIL-STD-810, Environmental Test Methods and Engineering Guidelines (Guidance Only)

2.2 Other Government Documents, Drawings & Publications:

2.2.1 13672-TS-RD-001 Requirements Document, Active Electronically Steered Array Antenna

2.2.2 13672-TS-RD-002 Requirements Document, Measure and Set Adaptive Cross Polarization

2.2.3 13672-TS-RD-003 Requirements Document, Digital RF Memory Enhancement

2.2.4 ~~**DELETED**~~ 13672-TS-RD-005 Requirements Document, Ground Based Emitter / Electronic Attack Pointing System ~~**DELETED**~~

2.2.5 13672-TS-RD-006 Requirements Document, Millimeter Wave Frequency Translator

2.3 Other Documents:

JFTR/JTR DOD Joint Travel Regulations 8/1/02

NAWCWDINST 4650.1 NAWCWD Travel Policies 6/14/02

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3.0 SUMMARY OF REQUIREMENTS:

All work requests will be via contractor's in-basket in the government office or by electronic mail. The contractor shall develop/acquire/calibrate any test/measurement equipment/facilities necessary to meet or validate the requirements herein.

3.1 Development Engineering:

The contractor shall use the specifications and standards listed in section 2.1 in addition to documentation of emergent requirements as guidelines in fulfilling the various development and prototype efforts listed herein. These efforts shall include threat research, specification development, design, hardware development, prototyping, fabrication, integration, and testing. These efforts shall also include the specification, development and modification of software necessary to meet the stated requirements in addition to the hardware. In some cases these tasks may be limited to software efforts only. In addition to prototype development, the Contractor shall also acquire modules of representative threat technologies for analysis and evaluation with Government concurrence. Appropriate lessons from these evaluated modules shall be incorporated into the developments listed herein.

Due to the complexity and the dynamic nature of electronic warfare, ATSO anticipates that available technologies, requirements and resulting objectives will change over the life of this order. Therefore, the contractor shall stay abreast of the latest developments and be able to incorporate advanced technologies and capabilities into all ATSO assets with the eventual integration into a multitude of platform configurations. This will include, but not limited to, Air Force and Navy target airframes, manned aircraft, Unmanned Aerial Vehicles (UAV's), ships, and wheeled and track vehicles and fixed installations.

Upon completion of the specific task, the Contractor shall deliver the Government a fixed number of prototype units (the quantity to be specified in the individual work order). In addition the Contractor shall deliver sufficient data for the Government to competitively procure additional units. This procurement data shall be in the form of a validated Performance Specification or a validated Reprourement Data Package.

3.1.1 Active Electronic Steered Array (AESA) Antenna Development:

The contractor shall develop an Active Electronically Steered Array (AESA) in accordance with 3.1, for use with the AN/ULQ-21 (V) system to meet the performance requirements listed in section 2.0 together with emergent requirements. The reprourement data shall be in the form of a validated Performance Specification.

3.1.2 Measure and Set Adaptive Cross Polarization:

The contractor shall develop a Measure and Set Adaptive Cross Polarization Capability (M&S) in accordance with 3.1, for use with the AN/ULQ-21 (V) system to meet the performance requirements listed in section 2.0 together with emergent requirements. The reprourement data shall be in the form of a validated Performance Specification.

3.1.3 Digital RF Memory Enhancements:

The contractor shall develop an Enhanced Digital RF Memory capability in accordance with 3.1, for use with the AN/ULQ-21 (V) system to meet the performance requirements listed in section 2.0 together with emergent requirements. The reprourement data shall be in the form of a validated Performance Specification.

3.1.4 ~~Ground Based Emitter/Electronic Attack Pointing:~~

~~The contractor shall develop a Ground Based Antenna Pointing System in accordance with 3.1, for use with the AN/ULQ-21 (V) system of Threat Emitters to meet the performance requirements listed in section 2.0 together with emergent requirements. The reprourement data shall be in the form of a validated Procurement Data Package. ~~REMOVED~~~~

3.1.5 Millimeter Wave Frequency Translator:

The contractor shall develop a Millimeter Wave Frequency Translator in accordance with 3.1, for use with the AN/ULQ-21 (V) system to meet the performance requirements listed in section 2.0 together with emergent requirements. The reprourement data shall be in the form of a validated Procurement Data Package.

3.2 Design Reviews:

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The contractor shall conduct quarterly Design Reviews and a Critical Design Review (CDR) with government participation on all development and prototype efforts listed herein. The CDR will be conducted when the design is essentially 95% complete. The purpose of the CDR is to:

1. Review the preliminary hardware specifications and engineering drawings.
2. Determine that the detail design of the product items satisfies the performance and requirements of the hardware specifications.
3. Assess the detail design compatibility between the configuration item and other items of equipment, facilities, software and personnel.
4. Assess configuration item risk areas on a technical, performance, cost and schedule basis.

3.3 Configuration Management:

The contractor shall implement and maintain a viable CM program for this effort (subject to Government approval) in accordance with the contractor's internal policies. The contractor's CM efforts shall include, but not be limited to, configuration status accounting, change control management and documentation, library management including provision for off-site libraries, configuration audits, and baseline control and maintenance.

4.0 DELIVERABLES:

4.1 Advanced Development Model (ADM) Schedule:

Work shall commence upon issuance of individual work orders. Delivery schedules shall be stated in the Government work order along with work description.

4.2 Monthly Status Report

In support of this task order, the contractor shall deliver a monthly Cost Schedule and Status Report. The Contractor shall deliver a monthly status report that includes:

1. Summary of the work performed.
2. Problems encountered.
3. Problems resolved.
4. Current schedules, and time and cost information, including reporting period and cumulative funds and hours planned and expended.
5. Task order billings and payments received.

This report shall be provided to the Task Order Manager no later than 10 working days following the end of the contractor's monthly accounting period.

4.3 Deviations And Engineering Change Proposals (CDRL's A001 & A002):

Request for Deviations (RFD's) and Engineering Change Proposals (ECP's) of contract requirements shall be prepared for all proposed deviations and changes. All RFD's and ECP's shall be submitted to the Technical Coordinator for approval.

5.0 QUALITY ASSURANCE PLAN:

The contractor shall implement and maintain throughout contract performance a Quality Assurance Program subject to government approval. Specific efforts shall include, but not be limited to, inspection and test planning, conduct of inspections and tests, process validation and verification, software code walkthroughs, and requirements traceability analyses.

6.0 GENERAL:

6.1 Government Furnished Data/Access:

The government shall provide access to the applicable documents cited in section 2.0. In addition, the government may provide access to other drawings, specifications, and configuration data that may be pertinent to the performance of this order.

The government may provide the contractor use of available spaces, furniture and equipment during the performance of this order.

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6.1.1 Computer Access:

The contractor shall request access authorization to government computer systems for only those employees actually needing such access in the performance of their duties under this order. The contractor shall ensure that all contractor personnel adhere to all related government security procedures.

In the event that a contractor employee no longer requires access to government computer systems for any reason the contractor shall verbally notify the appropriate Government Computer Resources Access Data Manager and provide written notification within 2 days of the occurrence.

6.2 Security Servicing Agreement:

This task order will require a Security Servicing Agreement. The performance of this SOW requires transfer, storage, use or generation of classified information up to (including) the level of TOP SECRET at the NAWC-WD sites only.

Tasks performed at contractor facilities will require access to information up to (including) the level of SECRET.

6.3 Travel:

The contractor may be required to travel in the performance of this task order. The contractor shall be responsible for all transportation, billeting, and messing for contractor personnel except in those cases where government transportation, billeting, and messing are the only services available. All travel costs will be in accordance with the Joint Travel Regulation. The Government anticipates travel to the following locations. Other destinations will be defined based on competitive procurements and Government requirements.

6.4 Technical Coordinators:

The Technical Coordinator and Alternate Technical Coordinator for this task order are as follows:

Technical Coordinator:

Tom Williams

Code 539400E

NAWC-WD, Point Mugu

Telephone 805-989-5971

Alternate Technical Coordinator:

Emery Kujiraoka

Code 534000E

NAWC-WD, Point Mugu

Telephone 805-989-3538

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SECTION D PACKAGING AND MARKING

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

5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)

(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 promptly 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, code and activity of sponsoring individual.

SECTION E INSPECTION AND ACCEPTANCE

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

Inspection and Acceptance for CLIN(s) 1000, 1001 and 4000 shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and supplemented by the following performance assessment standard:

Task Order Performance Standard:

Monthly status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number	Rating Description
5	Significantly Exceeds Expectation
4	Exceeds Expectation
3	Meets Expectation
2	Barely Meets Expectation
1	Fails to Meet Expectation

Task Order acceptance will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of "Meets Expectation" or better.

Rating Definitions:

Significantly Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time without further revisions being required.

Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with only minor revisions being required on approximately 5% of items submitted. The required rework does not negatively impact upon the respective program.

Meets Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with minor revisions being required on approximately 10% of items submitted. The required rework does not negatively impact upon the respective program.

Barely Meets Expectation: Deliverables are completed on or prior to their respective due date approximately 95% of the time with minor revisions being required on approximately 15% of items submitted. The delayed submission and required rework of deliverables results in a minor negative impact to the respective program.

Fails to Meet Expectation: Deliverables are completed on or prior to their respective due date less than 90% of the time with significant revisions being required on greater than 15% of items submitted. The delayed submission and required rework of deliverables results in a significant negative impact to the respective program.

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000 4/4/2007 - 4/3/2008
3000 4/4/2007 - 4/3/2008

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

1001 4/4/2008 - 4/3/2009
3001 4/4/2008 - 4/3/2009
4000 4/4/2009 - 4/3/2010
6000 4/4/2009 - 4/3/2010

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
1000	0010211440	2353412.43
LLA :		
AA 1771319 J657 255 00019 0 050119 2D 000000 PMA208B43110		
PR 0010211440		
3000	0010211440	895000.00
LLA :		
AA 1771319 J657 255 00019 0 050119 2D 000000 PMA208B43110		
PR 0010211440		

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is fully funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(S)

CLIN(s) 1000	
ALLOTTED TO COST:	\$2,179,085.58
ALLOTTED TO FEE:	\$174,326.85
PERIOD OF PERFORMANCE:	04 April 2007 to 03 April 2008
CLIN(s) 3000	
ALLOTTED TO COST:	\$895,000.00
PERIOD OF PERFORMANCE:	04 April 2007 to 03 April 2008

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

(c) CLINs 1000 and 3000 are fully funded and performance under these CLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

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

Total Contract CPFF:	\$3,248,412.43
Funds this Action:	\$0.00
Previous Funding:	\$3,248,412.43
Funds Available:	\$3,248,412.43
Balance Unfunded:	\$0.00

TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005)

(a) The Task Order Contracting Officer hereby appoints the following individual as the Task Order Manager:

Nadine Donner

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NAWCWD TACAIR Acquisiton Support Office, Code 452D00E
575 I Avenue Suite 1, Bldg 3008
Point Mugu, CA 93042-5049
betty.donner@navy.mil
(805) 989-4270, DSN: 351-4270

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

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

G-TXT-10 INVOICING INSTRUCTIONS AND PAYMENT (WAWF)(JUN 2005) – ALT I (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: 800-559-WAWF (9293).

(2) A separate invoice will be prepared once every two weeks. Do not combine payment claims for multiple Orders within one invoice.

(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 acceptable.

(b) The following information regarding Design Engineering and Prototyping RF Airborne Threat Simulation Systems, Point Mugu is provided for completion of the invoice in WAWF:

WAWF Invoice Type:	Cost
Issuing Office DODAAC:	N68936
Admin DODAAC:	S0514A
Inspector DODAAC:	N68936
Acceptor DODAAC:	N68936
PAY DODAAC:	HQ0339

(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 accounting purposes only:

Code: 539400E, Name: Lidia Solorzano

Phone: (805) 989 5820, Fax: (805) 989 4868 Email: lidia.solorzano@navy.mil

Defense Contract Audit Agency (DCAA) (N68892) DFAS Charleston Vendor Pay Code FP

Defense Contract Management Activity (DCMA) (M67004) Blount Island Command

SECTION H SPECIAL CONTRACT REQUIREMENTS

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,

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

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

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

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

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

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

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

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN)

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Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

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

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

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (OCT 2005)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL;

(2) Contract and TDL number;

(3) Reference to the relevant section or item in the statement of work;

(4) Signature of COR.

(5) The specific direction provided to the contractor.

(c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes to such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When in the opinion of the contractor a technical direction calls for effort outside the contract statement of work, the contractor shall notify the Contracting Officer thereof in writing, with a copy to the COR, within two (2) working days of having received the technical direction in question. The contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction given is reduced in writing by the COR within two (2) working days of its issuance.

(f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by [insert the name, title and/or code of the individual authorized to orally amend technical direction letters] in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

(h) The COR must provide a copy of the TDL to the Contracting Officer and the Administrative Contracting Officer (If contractor had on-site DCMS) within two (2) days of issuance.

(i) The COR must retain a copy for the files.

POST AWARD CONFERENCE

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

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

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SECTION I CONTRACT CLAUSES

52.217-8 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 within 30 Days.

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SECTION J LIST OF ATTACHMENTS

CDRL A001 Req. for Deviations

CDRL A002 ECP

Contract Security Classification Specification, DD 254 dtd 17 April, 2007