

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
17

3. EFFECTIVE DATE
22-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.
1300392770-0001

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

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7. ADMINISTERED BY (If other than Item 6)

CODE

S0512A

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Patuxent River MD 20670
theresa.newbold@navy.mil 301-757-2523

DCMA LOS ANGELES
16111 Plummer Street, Building 10, 2nd
Floor
North Hills CA 91343-2036

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Synectic Solutions
1701 Pacific Avenue Suite 260
Oxnard CA 93033-1887

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4130-M804

10B. DATED (SEE ITEM 13)

06-Aug-2012

CAGE CODE 09WL9

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
FAR 52.232-22 Limitation of Funds and FAR 43.103(a) bilateral agreement

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

Earnie E. Leonard, Director of Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Rita A Pegg, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/Earnie E. Leonard
(Signature of person authorized to sign)

22-Sep-2016

BY /s/Rita A Pegg
(Signature of Contracting Officer)

22-Sep-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to ... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$3,356,423.02 by \$175,000.00 to \$3,181,423.02.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410003	Fund Type - OTHER	624,765.56	(175,000.00)	449,765.56

The total value of the order is hereby increased from \$4,009,723.45 by \$0.00 to \$4,009,723.45.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 1 of 46	FINAL
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R706	Provide Integrated Logistics Support and Contractor Support Services for PMA-276, H-1 in accordance with SOW (Funding - APN, O&M,N) Base Year (Fund Type - OTHER)	1.0	LO			
400001	R706	Funding in support of CLIN 4000 (Fund Type - OTHER)					
400002	R706	Funding in support of CLIN 4000 (O&MN,N)					
400003	R706	Funding in support of CLIN 4000 (O&MN,N)					
400004	R706	Funding in support of CLIN 4000 (Fund Type - OTHER)					
400005	R706	Funding in support of CLIN 4000 (Fund Type - OTHER)					
4010	R706	Data for CLIN 4000 in accordance with SOW and CDRLs. NSP (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4050	R706	10% capacity -increased service in accordance with the Task Order H-1 clause.(Funding - APN, O&M,N) Base Year (Fund Type - OTHER) Option	1.0	LO			
4100	R706	Provide Integrated Logistics Support and Contractor Support Services for PMA-276, H-1 in accordance with SOW (Funding - APN, O&M,N) (Fund Type - OTHER)	1.0	LO			
410001	R706	Funding in support of CLIN 4100 (Fund Type - OTHER)					
410002	R706	Funding in support of CLIN 4100 (Fund Type - OTHER)					
410003	R706	Funding in support of CLIN 4100 (Fund Type - OTHER)					
410004	R706	Funding in support of CLIN 4100 (O&MN,N)					
4110	R706	Data for CLIN 4100 in accordance with SOW and CDRLs. NSP (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 2 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4150	R706	10% capacity -increased service in accordance with the Task Order H-1 clause. (Funding - APN, O&M,N) (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R706	ODCs in support of CLIN 4000(Funding - APN, O&M,N) Base Year (Fund Type - OTHER)	1.0	LO	\$252,253.56
600001	R706	ODCs in support of CLIN 4000 (Fund Type - OTHER)			
6050	R706	10% capacity- increased service in accordance with the Task Order H-1 clause. (Funding - APN, O&M,N) Base Year (Fund Type - OTHER) Option	1.0	LO	\$25,225.36
6100	R706	ODCs in support of CLIN 4100(Funding - APN, O&M,N) (Fund Type - OTHER)	1.0	LO	\$257,974.52
610001	R706	Funding in support of CLIN 6100 (Fund Type - OTHER)			
610002	R706	Funding in support of CLIN 6100 (Fund Type - OTHER)			
610003	R706	Funding in support of CLIN 6100 (Fund Type - OTHER)			
6150	R706	10% capacity- increased service in accordance with the Task Order H-1 clause. (Funding - APN, O&M,N) (Fund Type - OTHER) Option	1.0	LO	\$25,797.45

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	Provide Integrated Logistics Support and Contractor Support Services for PMA-276, H-1 in accordance with SOW (Funding - APN, O&M,N) (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
700001	R706	Funding in support of CLIN 7000 (O&MN,N)					
700002	R706	Funding in support of CLIN 7000 (O&MN,N)					
700003	R706	Funding in support of CLIN 7000 (APN)					
700004	R706	Funding in support of CLIN 7000 (APN)					
7010	R706	Data for CLIN 7000 in accordance with SOW and CDRLs. NSP (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
7020	R706	Provide Integrated Logistics Support and Contractor Support Services for PMA-276, H-1 in accordance with SOW (Funding - APN, O&M,N) LOE Extension (APN)	1.0	LO	██████████	██████████	██████████

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 3 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
702001	R706	Funding in support of CLIN 7020 (APN)					
7050	R706	10% capacity -increased service in accordance with the Task Order H-1 clause. (Funding - APN, O&M,N) (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	ODCs in support of CLIN 7000(Funding - APN, O&M,N) (Fund Type - OTHER)	1.0	LO	\$253,867.10
900001	R706	Funding in support of CLIN 9000 (O&MN,N)			
900002	R706	Funding in support of CLIN 9000 (O&MN,N)			
9020	R706	ODCs in support of CLIN 7000(Funding - APN, O&M,N) LOE extension (APN)	1.0	LO	\$10,000.00
902001	R706	Funding in support of CLIN 9020 (APN)			
9050	R706	10% capacity -increased service in accordance with the Task Order H-1 clause. (Funding - APN, O&M,N) (Fund Type - OTHER) Option	1.0	LO	\$26,386.71

The task order Contracting officer will unilaterally create informational SLINs during performance of this task order to provide funding.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 4 of 46	FINAL
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Naval Air Systems Command

PMA-276

H-1 Light/Attack Helicopter Program

Integrated Logistics Support (ILS)

Contractor Support Services (CSS)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 5 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

1.0 INTRODUCTION:

This requirement is for the procurement of acquisition logistics and in-service logistics support services to the Department of the Navy, United States Marine Corps Light/Attack Helicopter Program Office (PMA-276) for all H-1 Type/Model/Series aircraft.

2.0 BACKGROUND:

The AH-1Z and UH-1Y aircraft are both newly manufactured helicopters created via an Engineering Change Proposal (ECP) to the U.S. Marine Corps AH-W and UH-1N helicopters (respectively) that combines the proven airframe of the Marine Corps H-1 with the marinized power plants (GE T700-401 and 401C) that it shares in common with the Navy HH/SH-60 series helicopters. The H-1 Upgrades Program was planned as an evolutionary acquisition program. It has been re-designated an ACAT IC program. Initial Operating Capability (IOC) was achieved for the UH-1Y in August 2008. IOC for the AH-1Z was achieved in February 2011. The AH-1Z and the UH-1Y are in the Full Rate Production (FRP) phase, and are currently forward deployed. Material Support Date (MSD) for the UH-1Y and common components was July 2010 and the AH-1Z, MSD will be in January 2013.

The H-1 Warfighter aircraft are collectively referred to as the Legacy aircraft. They consist of the AH-1W Cobra, the UH-1N, and HH-1N Huey platforms. The mission of the AH-1 Cobra is to provide rotary wing close air support, anti-armor, armed escort, armed/visual reconnaissance, and terminal guidance for supporting arms to include close air support, artillery, and naval gunfire under day/night and adverse weather conditions. The mission of the UH-1 Huey is to provide control of command elements, armed escort for assault support operations, and security of forward and rear area forces. The mission provides coordination and terminal guidance for supporting arms to include close air support, artillery, and naval gunfire under day/night and adverse-weather conditions. The HH-1N's primary mission is Search and Rescue (SAR) operations. The Legacy aircraft are past the production phase, with the planned sundown from the Fleet Marine Force of the UH-1N in 2013. The AH-1W is expected to continue operations through 2020, with a one-for-one swap out for the AH-1Z for remanufacturing purposes (each AH-1W is remanufactured into an AH-1Z). The HH-1N SAR aircraft will be replaced in 2015 by the UH-1Y.

The H-1 Upgrades and Warfighter platforms all include pre-planned product improvement upgrades to Avionics, Air Vehicles and Engines, Weapons and Sensors, and Mission Systems. PMA-276 product improvement program life cycles range from Systems Development and Demonstration phase to Operations and Support phase. Many of those products are common across all H-1 platforms.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 6 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.0 APPLICABLE DIRECTIVES:

Applicable directives that apply to this Statement of Work (SOW) are listed below. Other directives may apply. The most recent versions, as of contract award, are necessary for proper performance under this contract. Unless otherwise specified, the revision number and date for each specification or standard cited within this SOW shall be that listed in the Department of Defense (DoD) Index of Specifications and Standards (DODISS) dated 1 July 1994. DoD directives can be accessed on line at: <http://www.dtic.mil/whs/directives/index.html>

- DoDD 5001.1 The Defense Acquisition System
- DoDI 5002 Operation of the Defense Acquisition System
- DoDD 5000-2R Mandatory Procedures for Major defense Acquisition Programs
- Other applicable Navy directives, Instructions, Handbooks, and policy-driven documentation, as determined by mission need via the Program Office, or as detailed in this Statement of Work

4.0 SCOPE OF WORK:

This is a performance-based task order. There are multiple logistics functional leads, including the Lead Assistant Program Manager for Logistics (APML), Assistant Program Manager for Logistics (APML)/Military Lead, respective Platform Principal APMLs, respective IPT Deputy APMLs, Logistics Element Managers (LEMS), and Fleet staffs (Resident Independent Logistics Support Detachment - RILSD) which are supported by this task order. The requirement is to provide Integrated Logistics Support (ILS) program management and logistics support services in acquisition and sustainment.

5.0 PERFORMANCE BASED REQUIREMENTS:

The Performance Based Statement of Work (PBSOW) for this requirement is identified by specific platform type model series (AH-1, UH-1 Series) and by types of appropriated funds.

Specific knowledge and experience required includes, but is not limited to, the following areas. The order of arrangement does not indicate precedence: Logistics Program Management, Maintenance Planning and Design Interface (MP/DI), Technical Data, Supply Support, Support Equipment (SE), Computer Resources Support, Manpower, Personnel, & Training Systems (MP&T), Diminishing Manufacturing Sources and Material Shortages (DMSMS), Facilities, Configuration Management (CM), Packaging, Handling, Shipping, & Transportation (PHS&T).

The above elements may include, but are not limited to: Performance Based Logistics (PBL), logistics support analysis, ILS element support requirements, provisioning, technical data and publications (paper & electronic), Title 10 Core Depot establishment, modification planning and

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 7 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

management, Integrated Maintenance Program (IMP), readiness analysis and reporting, Critical Item Logistics Review (CILR)), demand modeling & projection (spares/repairs, support equipment, publications), administration of the Resource Allocation and Management Program (RAMP) database, Naval Air Logistics Command Management Information System (NALCOMIS) baseline management, review and update of logistics programmatic planning documents, and the Naval Air Systems Command (NAVAIR) procurement process including Procurement Initiation Document/Procurement Request (PID/PRs), and other programmatic documents.

6.0 GENERAL LOGISTICS/PROGRAM MANAGEMENT SUPPORT:

PMA-276 is responsible for acquisition logistics, sustainment, and life cycle support of the AH-1W, AH-1Z, UH-1N, HH-1N, and UH-1Y. The over-arching Platform Teams within PMA-276 are: AH-1 Series Platform Team (AH-1W, AH-1Z), and the UH-1 Series Platform Team (UH/HH-1N, UH-1Y). The Integrated Product Teams (IPTs) that support those Platform Teams are: Air Vehicle & Engines, Avionics, Weapons & Sensors, Training Systems, the Weapons System Support Activity (WSSA) (Naval Air Weapons Station, China Lake), Fleet Readiness Center/Fleet Support Team (FRC/FST) (Marine Corps Air Station, Cherry Point), and the AH-1Z and UH-1Y Production teams, respectively. The T-700 Engine IPT is co-located with PMA-299 and is funded through a Memorandum of Agreement (MOA) between PMA-276 and PMA-299.

6.1 AH-1 and UH-1 SERIES SUPPORT. Specific tasks are include (but are not limited to) the following paragraphs. The specific appropriation is noted in the higher level paragraphs; changes in appropriation are annotated by subparagraph.

6.1.1 Logistics Program Management in support of the H-1 Production Program (APN). Provide logistics program management support to the Lead APML, the APML/Military Lead, the AH-1Z and UH-1Y Principle APMLs, and the Air Vehicle and Engines, Weapons, Mission Systems, and Avionics DAPMLs. Provide subject matter expertise (SMEs) in support of acquisition and sustainment logistics activities and products throughout the program life cycle. Provide logistics program management support to the Integrated Product Teams (IPTs) as required to ensure successful completion of the IPT process.

6.1.1.1 Analyses and evaluations of logistics planning in support of the H-1 Program Logistics Management shall include (but is not limited to) the following:

6.1.1.1.1 Identify and evaluate logistics performance of current support systems for ILS Planning purposes. The evaluation shall measure quantitative and qualitative performance of traditional logistics databases as well as emerging concepts and support system constraints related to both processes and unit level execution protocols tailored to the H-1 mission.

Concepts of Naval Aviation Enterprise, Airspeed, Theory of Constraints, and Six-Sigma shall be considered for application to these analyses.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 8 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

6.1.1.1.2 Provide recommendations for developing a comprehensive in-service Integrated Logistics Support (ILS) plan for weapon systems, training equipment, subsystems and support systems, as required. Review recommended changes from Fleet representatives, other Field activities, Engineering Change Proposals (ECPs), Weapon Systems Planning Documents, Navy Training Plans, Peculiar Support Equipment (PSE) schedules and independent technical investigations.

6.1.1.1.3 Apply the necessary quantitative and qualitative methodologies in cooperation with the Logistics Element Managers (LEMs), Original Equipment Manufacturers (OEMs), and the user community to evaluate the impact of ILS shortfalls or potential for possible improvements to the AH-1Z and UH-1Y while in production.

6.1.1.1.4 Provide detailed descriptions of identified issues and/or opportunities in support of this task. Conduct analysis in order to document recommendations for improvement.

6.1.1.1.5 Analyze the current status of ILS elements that affect modification or modification capability supporting the UH-1 and AH-1 programs. Problem areas shall be identified and recommendations provided to correct them.

6.1.1.1.6 Provide recommendations for corrections/improvements for supportability plans, supply support plans, spares analyses, support equipment plans, technical data development plans and depot requirements analyses while the H-1 is in production.

6.1.1.2 Provide technical recommendations relating to H-1 Upgrades production improvements using data resulting from on-going activities, such as the Integrated Logistics Support Management Team, Readiness Action Team meetings (RAT), Logistics Management Reviews (LMRs), Type/Model/Series (TMS) meetings, as well as other readiness-related reviews, meetings, briefs, and activities.

6.1.1.2.1 Provide technical assistance and support for the development and update of program management briefings for the APML/PAPMLs. These briefings include the PMR brief, TMS briefs, CILR, and other similar briefs.

6.1.1.2.2 Prepare logistics programmatic conference agendas, briefs, and presentation materials compatible with the latest multimedia systems. These conferences are attended primarily by the Program Office (Logistics), the Field Activities, and the Fleet. The following actions taken will insure achievement of operational/logistics requirements (**O&M,N**):

6.1.1.2.2.1 Preparation of conference agendas and meeting minutes

6.1.1.2.2.2 Conference scheduling, location identification, and hospitality arrangements with respect to contracting/negotiating for meeting spaces

6.1.1.2.2.3 Drafting program planning briefs and presentation material

6.1.1.2.2.4 Tracking of action chits and monitoring milestones to ensure timely

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 9 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

implementation

6.1.1.2.2.5 Attend and participate as required at subject reviews

6.1.1.3 Provide technical assistance & support in creating or developing program planning documents, investigate discrete activities within each logistics and integrated product team area, recommend interrelationships and dependencies of all activities, and compare these with established milestones and constraints in support of the H-1 Upgrades production program. Recommend schedules for each discrete activity and provide recommendations for the schedules that ensure the accomplishment of program milestones. Support for logistics programmatic documentation in support of the H-1 Program Logistics Management shall include (but is not limited to) the following:

6.1.1.3.1 Update the H-1 Upgrades Life Cycle Sustainment Plan, as required.

6.1.1.3.2 Assist in developing/updating the primary Logistics Requirements Funding Summary (LRFS), as well as the respective IPT-related LRFSs in support of production and engineering change orders. The LRFS shall include the funding requirements and justification for all the elements of logistics. The LRFS shall be developed utilizing NAVAIR Logistics competency approved automated tools.

6.1.1.3.3 Review and provide recommendations to the Weapons System Planning Document annually and facilitate a review by all stakeholders.

6.1.1.3.4 Provide technical support in the update of the Integrated Master Schedule(s) for logistics, as required.

6.1.1.3.5 Provide technical inputs into the development of SOWs and Contract Data Requirements Lists (CDRLs) for post award procurement actions and ECPs, as required.

6.1.1.3.6 Provide technical supporting documentation required for the ILA, IOCSR, and similar related events. Provide support for the resolution of any logistics deficiencies that may be identified by the ILA/IOCSR, or similar in support of the H-1 Production program.

6.1.1.3.7 Provide technical assistance with the implementation of the Integrated Maintenance Program (IMP), and Depot standup.

6.1.1.4 Support for logistics cost and readiness improvement in support of the H-1 Program Logistics Management. Provide recommendations for developing comprehensive affordable readiness plans for the initial procurement of weapon systems, subsystems and support systems. Utilizing command-developed templates, logistics plans shall contain: support cost reduction targets; defined initiatives to achieve those targets; metrics that will be used to measure program progress. Additionally, plans shall identify any barriers to reaching program goals. Support shall also include (but is not limited to) the following:

6.1.1.4.1 Perform production cost analysis; assess the logistics supportability and

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 10 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

affordability of the weapon system and provide recommendations for Reduction of Total Ownership Cost (R-TOC) projects. This assessment will include alternatives and identification of advantages and disadvantages of logistics concepts.

6.1.1.4.2 Track Flying Hour Program cost impacts. This includes tracking and analyzing fleet costs and readiness performance, and provide briefings and status as directed (**O&M,N**).

6.1.1.4.3 Assist the APML in supporting the Critical Item Logistics Review (CILR), and the production readiness cross-functional team by reviewing various cost drivers and developing mitigation plans and status reports in support of the H-1 Production program.

6.1.2 Maintenance Planning and Design Interface (**O&M,N**). Provide qualified competent technical expertise and recommendation on maintenance planning and design interface matters to include: Review/Recommendations/Inputs to the Supportability Analysis Plan (SAP), Logistics Support Analyses (LSA), Maintenance Philosophy, Maintenance Plans, Reliability Centered Maintenance (RCM) data, and Level of Repair Analysis (LORA).

6.1.2.1 Assess existing, new, and/or modified prime Contractor/vendor supportability plans and strategies/plans and logistics analyses/reports to: 1) identify potential supportability related shortfalls; 2) recommend government approved design changes or support alternatives to improve the supportability related characteristics of the H-1 aircraft support system; 3) recommend a Plan of Action and Milestones (POA&M) for approved corrective actions that effects those changes; and 4) provide written recommendations and a POA&M for improvements during development or modifications of aircraft.

6.1.2.2 Provide qualified support for Maintenance Planning reviews and assist in defining those elements of logistics support with SMEs for all technical and Logistics Management Information (LMI) data meetings.

6.1.2.3 Review prime Contractor(s) sample supportability analyses to assess the prime's ability to produce maintenance planning data in support of the H-1 Production program. The Contractor shall make recommendations for the adequacy of the plans in meeting the aircraft availability requirements and strategic recommendations.

6.1.2.4 Provide analysis or assessment of independent investigations/studies of proposed or planned changes (ECP's, RAMEC's, ect.) to weapon systems/components for impacts to reliability, maintainability or performance characteristics. Identify any impacts on the Life Cycle Cost, Total Ownership Cost (TOC), Maintenance Task Analysis, Maintenance Plans (MP), LORA, Technical Publications (TPDRs), Engineering Investigations (EIs) and Quality Deficiency Reports (QDRs).

6.1.3 Supply Support (**APN**). Conduct analyses on the H-1 aircraft to define initial spares requirements to support H-1 readiness objectives related to initial fielding, squadron standup, and so on. Research configuration data and define all parts peculiar to the H-1 production aircraft. Review and analyze historical reliability and spares usage data from various sources including

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 11 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

commercial/Government reporting systems to project demand areas for H-1 WRAs and consumables. Develop initial spares recommendations that optimize total spares cost and achieve Readiness Goals using knowledge of spares modeling programs. Utilize H-1 Squadron and Detachment Concept of Operations to define sparing scenarios applicable to H-1 aircraft production program.

6.1.4 Weapons System Support (**APN**). Coordinate with the WSSA at China Lake, and related activities in order to identify the current status of Integrated Logistics Support (ILS) elements that may negatively impact production, initial fielding, or production ECPs. Problem areas shall be identified along with technical recommendations for any corrections or mitigations provided to PMA-276. Tasking includes working with the WSSA to review and recommend any workload transition, production support, and/or production plan changes or updates.

6.1.5 Diminishing Manufacturing Sources and Material Shortages (DMSMS) (**APN**). The Contractor shall stay informed on NAVAIR's DMSMS directives, instructions and best business practices in support of the H-1 upgrades production program.

- Work with SMEs to provide input to the PMA-276 DMSMS Plan, as required.
- Determine effects on the total ownership cost and provide recommendations to the APML on DMSMS management strategies designed to improve availability and cost avoidance to the program.

6.1.6 Site Activation (**APN**). The Contractor shall analyze supportability effectiveness at new H-1 operational sites. Identify significant issues by ILS element and support requirements. Provide recommendations for correcting all deficiencies identified. Utilize program documents to support updates to the IMS and validation of the site activation requirements.

6.1.7 Configuration Management (CM) (**APN**). Provide logistics technical support, as required, to the PMA-276 CM Program and to the respective IPTs to ensure that production ECPs meet NAVAIR criteria for executability and supportability. Evaluations shall be qualitative and include a description of deficiencies with recommended corrections in accordance with NAVAIRINST 4130.1D, MIL-HDBK-61A, and NAVAIR 00-25-300 Series

6.1.7.1 Review and assess all configuration change documentation to ensure that training and ILS requirements are properly and sufficiently addressed and consistent with known program constraints. Provide recommendations regarding problem areas, improvements, planning factors and impacts.

6.1.7.2 Support also includes coordination with CM such activities as (but not limited to): Technical Directives, Rapid Action Minor Engineering Changes (RAMECs), Bulletins, and communication with Logistics Element Managers (LEMs), Industry, and Fleet activities (**O&M,N**).

6.1.7.3 Provide ILS CM support to include: review of Engineering Change Proposals (ECP), Technical Directives (TD), and support development of Configuration Change Board briefings.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 12 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.2 Minimum Personnel Requirements

6.2.1 The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

6.2.2 The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below.

6.2.3 Personnel must have, or be able to obtain the appropriate security clearance as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to Government installation, aircraft, and ships.

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

6.2.4 DEFINITIONS

As used in the minimum personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

6.2.4.1 academic year - a full or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed.

6.2.4.2 accredited institution - a post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

6.2.4.3 accredited program - an educational program or course of study offered by a post-secondary educational institution which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

6.2.4.4 degree - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

6.2.4.5 engineering or engineering discipline - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics,

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 13 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

industrial, mechanical or nuclear engineering.

6.2.4.6 experience and years of experience

6.2.4.6.1 When used in relation to requirements for past participation in professional work or employment activities, “experience” shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

6.2.4.6.2 When used in relation to requirements for a particular term or period of participation, “years of experience” shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

6.2.4.7 postgraduate degree - a master’s, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor’s degree was a prerequisite.

6.2.4.8 technical discipline – when used in relation to educational or work experience requirements, “technical discipline” shall mean a degree in the field of Mathematics or Sciences.

6.2.4.9 technical rating - completion of a U.S. Navy electronic technology related B or C school for Cryptologic Technician Technical (CTT), Electronic Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC), or Information Systems Technician (IT) or the equivalent from another branch of service.

6.3 Labor Category Qualifications:

Key Personnel

Onsite Program Lead – This labor category shall serve as the overall lead manager and administrator for the contract effort. Serves as the primary interface and point of contact with Government program authorities and the representatives on project and contract administration issues. Supervises program/project operation by developing management procedures and controls, planning and directing project execution, and monitoring and reporting progress. Individual will manage the people, projects, resources, and product support requirements for logistic and program management activities in support of the contract to include but not limited

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 14 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

to financial and administrative aspects of the contract.

- High School diploma
- Minimum of eight years of experience in logistics management and supervision of multiple projects in the design, sustaining support, or field service of naval aircraft, or naval aviation related field. This must include specific ILS disciplines such as contained in Section C of this RFP, as well as work in developing program controls and management procedures. This supervision coordination oversight must have been exercised over five or more people.

Bachelor's degree from an accredited college or university in the areas of engineering, management, business administration, or related degree, may be substituted for four years of experience.

Senior Logistics Manager – This labor category shall perform various tasks related to the technical development, operation, evaluation and improvements of weapons systems supportability and maintainability. Develops and evaluates various ILS elements, documents and plans. Additionally possess the ability to analyze data to establish the Aviation and Shore, Consolidated Allowance List (AVCAL/SHORCAL).

- High School diploma
- Minimum of eight years of experience in Integrated Logistics Support, with four of those years specifically supporting U.S. Navy/Marine Corps aviation.

Bachelor's degree from an accredited college or university in the areas of engineering, management, business administration, or related degree, may be substituted for four years of experience.

Senior Operations Logistics Manager – This labor category shall perform various tasks related to the development of detailed business processes such as LRFS, CAVITS, PBL Strategies, Issue Sheets, LECP, CILR, Degraders, CPFH management, and PSM implementation. In addition, individual will be responsible for the performance of various tasks related to the development of cost and trend analysis to defend logistics planning with respect to logistics footprint across the platform, provisioning of spares, depot and squadron standup as well as reduction of total ownership cost (RTOC) to include development of BCAs to support program decisions.

- High School diploma
- Minimum of ten years experience in the management and support of a rotary wing aircraft or equivalent complex weapons systems including four years of DOD operational logistics support experience.

Bachelor's degree from an accredited college or university in the areas of engineering, mathematics, business administration, or related degree, may be substituted for four years

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 15 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of
experience.

Non-Key Personnel

Performance Based Logistics Manager – This labor category shall perform various tasks related to the development of performance based requirements, metrics and performance measurements in support of a PBL strategy and contract development.

- High School diploma
- Minimum of eight years of experience in Integrated Logistics Support, with four of those years specifically related to supply chain management.

Bachelor’s degree from an accredited college or university in the area of business, mathematics management, or related degree, may be substituted for four years of experience.

Logistics Manager – This labor category shall perform various tasks related to the development, operation, evaluation and improvement of weapons systems supportability and maintainability. Develops and evaluates various ILS documents and plans. Additionally possess the ability to analyze data to establish the Aviation and Shore, Consolidated Allowance List (AVCAL/SHORCAL).

- High School diploma
- Minimum of four years of experience in Integrated Logistics Support with two of those years specifically supporting U.S. Navy/Marine Corps aviation.

An associate degree from an accredited school in a technical discipline, may be substituted for two
years of experience.

6.4 Security Clearance Requirements

The following position/labor category equivalents require a security clearance:

Position/labor category	Security Clearance Level	Date Required
Onsite Program Lead	Secret	At time of award
Senior Logistics Manager	Secret	At time of award
Senior Operations Logistics Manager	Secret	At time of award
Logistics Manager (Gov't site)	Secret	At time of award

7.0 TRAVEL & OTHER DIRECT COSTS

Travel and Other Direct Costs (ODCs) are based on a per annum not-to-exceed amount. Approval shall be obtained from the Contracting Officer’s Representative (COR) prior to the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 16 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

purchase of any material or travel expenses. All material purchased by the Contractor under this item becomes the property of the Federal Government. Costs associated with travel and lodging may be reimbursed in accordance with the Joint Travel Regulations (JTR). The number and types of trips including the number of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Manager for each individual task and the COR.

The following table (Table 1-1) of estimated travel is provided for informational purposes only. The estimated travel is for a 12 month period. The contractor shall work diligently with the Government to identify cost-savings opportunities, and to closely monitor all costs, including travel. Potential travel and locations, based on program history, are listed for information and planning purposes only, not a mandate to travel.

Table 1-1 Anticipated Contractor Travel.

DESTINATION	No. of Persons	No. of Trips	AVG No. of Days/Person	Total No. of Days
Alexandria, VA	1	1	2	2
Amarillo, TX	1	2	5	10
Atlantic Beach, NC	2	2	4	16
Camp Pendleton, CA	2	4	3	24
Cherry Point, NC	2	4	3	24
China Lake, CA	2	1	3	6
Corpus Christi, TX	1	1	5	5
Ft. Worth, TX	3	6	3	54
Havelock, NC	2	2	4	16
Huntsville, AL	2	2	3	12
Irvine, CA	1	1	4	4
Jacksonville, FL	1	2	5	10
Lakehurst, NJ	1	1	4	4
New Bern, NC	2	2	4	16
Norfolk, VA	1	2	3	6
Philadelphia, PA	2	1	2	4
San Diego, CA	4	1	4	16
VA Beach, VA	3	2	3	18
Winfield, KS	1	2	2	4

8.0 DELIVERABLE DOCUMENTATION:

The Contractor shall provide the following deliverables (Contract Data Requirements Lists (CDRLs), DD Form 1423):

- Monthly Funds and Expenditure Report (CDRL A001)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 17 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Monthly Status Report (CDRL A002)
- Operations Security (OPSEC) Plan (CDRL A003)

8.1 Incurred Cost and Progress Reporting

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A004 and contract attachment 3.

9.0 OTHER REQUIREMENTS:

9.1 Electronic Capabilities. The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government IT environment through the security classification of Secret. The current operating environment for the Government is as follows:

Microsoft Windows XP/Windows 7

Microsoft Project 2003/2007

Microsoft Office Suite 2003/XP/2007

Adobe Acrobat 9

10.0 SECURITY:

Contractor employees shall not discuss or disclose any sensitive information to which they have access, under penalty of removal or prosecution. The Contractor shall ensure that any new employees - prior to their starting on the task - have and maintain a DoD Common Access Card (CAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

10.1 OPSEC Plan. The Contractor is required to provide Operational Security (OPSEC) protection for all sensitive information. The Contractor shall submit an OPSEC Plan for approval (CDRL A003). The Contractor is responsible for Sub-Contractor implementation of OPSEC requirements for this contract.

11.0 STANDARDS OF QUALITY AND TIMELINESS:

Quality is measured by the utilization of approved standard operating procedures and a comprehensive understanding and communication of required tasks. Timeliness is measured by

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 18 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the on-time completion of program objectives, test events, and deliverables. Both quality and timeliness are measured by customer feedback, both formal and informal. Further guidance on these standards is delineated in the Quality Assurance Surveillance Plan (QASP), Attachment (3).

12.0 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVAIR via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at

<https://doncmra.nmci.navy.mil>.

13.0 Statement of Work Addendum

[This Statement of Work Addendum does not apply to any line items funded by Foreign Military Sales (FMS)].

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of ■■■ hours per week.

(b) The contractor is not required to remain on standby and should take every effort to minimize its overhead costs during the reduction. At the conclusion of the civilian furlough period, the level of effort will revert to the prior rate. The contractor will not be required to immediately revert to the prior level of effort, but rather will be allowed a reasonable amount of time to revert to the prior rate.

(c) During the civilian furlough period, unless otherwise authorized by the contracting officer, the work schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the work schedule. At the conclusion of the civilian furlough period, the work schedule will revert to the prior established schedule, if any. This revision to the normal work week is not the result of an Executive Order or an administrative leave determination.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 19 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NAVAIR 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources . Instructions for processing the SAAR-N forms are available at: http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms.

(b) SAAR-N forms will be submitted to the Task Order Manager (TOM) / Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 20 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Items 4000, 4050, 4100, 4150, 7000, and 7050 - Packaging and marking are not applicable to these items.

Items 4010, 4110, and 7010 - Packaging and marking shall performed in accordance with Exhibit A.

Items 6000-6050, 6100-6150, and 9000-9050 - Packaging and marking shall be in accordance with best commercial practice.

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 address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 21 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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 Exhibit A. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CLIN	Inspection At	Inspection By	Inspection At	Inspection By
4000	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4050	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4110	Destination	Government	Destination	Government
4150	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6050	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6150	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government
7010	Destination	Government	Destination	Government
7050	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9050	Destination	Government	Destination	Government

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance Plan (QASP), attachment 3, to the contract.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 22 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/6/2012 - 8/5/2013
4010	8/6/2012 - 8/5/2013
4100	8/6/2013 - 8/5/2014
4110	8/6/2013 - 8/5/2014
6000	8/6/2012 - 8/5/2013
6100	8/6/2013 - 8/5/2014
7000	8/6/2014 - 8/5/2015
7010	8/6/2014 - 8/5/2015
7020	8/6/2015 - 9/5/2015
9000	8/6/2014 - 8/5/2015
9020	8/6/2015 - 9/5/2015

CLIN - DELIVERIES OR PERFORMANCE

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

4000	8/6/2012 - 8/5/2013
4010	8/6/2012 - 8/5/2013
4100	8/6/2013 - 8/5/2014
4110	8/6/2013 - 8/5/2014
6000	8/6/2012 - 8/5/2013
6100	8/6/2013 - 8/5/2014
7000	8/6/2014 - 8/5/2015
7010	8/6/2014 - 8/5/2015
7020	8/6/2015 - 9/5/2015
9000	8/6/2014 - 8/5/2015
9020	8/6/2015 - 9/5/2015

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

4050	8/6/2012 - 8/5/2013
4150	8/6/2013 - 8/5/2014
6050	8/6/2012 - 8/5/2013
6150	8/6/2013 - 8/5/2014
7050	8/6/2014 - 8/5/2015
9050	8/6/2014 - 8/5/2015

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 23 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

Services to be performed hereunder will be provided at Patuxent River, Maryland.

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 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, Code AIR-2.5.1.6

(2) ACO, Code N/A

(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: See Exhibit A

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 24 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Task Order G-1 TYPE OF CONTRACT

This is a cost plus fixed fee term task order.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order 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 Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Task Order 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 Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE Expended LOE)/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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 25 of 46	FINAL
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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 Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.*

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

*NOTE: The Contracting Officer referred to in paragraph (j) is the Task Order Contracting Officer.

HQ B-2-0015 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, "fixed-fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to [*] percent (*) 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 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.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 26 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) (Revised in Mod 10)

(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 numbers/contract subline item numbers (CLINs/SLINs), 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:

ITEM (S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE	ESTIMATED
4000	██████████	██████████	August 6 2012 - August 5 2013	
6000	\$75,000.00	██████████	August 6 2012 - August 5 2013	
4100	\$██████████	██████████	August 6 2013 - August 5 2014	
6100	\$38,959.96	██████████	August 6 2013 - August 5 2014	
7000	██████████	██████████	August 6 2014 - August 5 2015	
9000	\$62,373.31	██████████	August 6 2013 - August 5 2014	
7020	\$██████████	██████████	August 6 2015 - September 5, 2015	
9020	\$10,000.00	██████████	August 6 2015 - September 5, 2015	

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

(c) CLINs/SLINs 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).

(d) The Contractor shall segregate costs for 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 18,360 hours. The following details funding to date:

The following details funding to date:

Base Year:

Total Cost Base Year: \$1,311,608.93
 Contract Funds This Action: \$0
 Previous Funds Balance: \$0
 CPFF Action Funding Available: \$1,065,872.60
 Balance Unfunded: \$245,736.33

Option Year I:

Total Cost Base Year: \$1,336,211.72
Contract Funds This Action:(\$175,000.00)
 Previous Funds Balance: \$1,124,617.70
 CPFF Action Funding Available: \$949,617.70
 Balance Unfunded: \$386,594.02

Option Period II

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 27 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Total Cost Option Year II: **\$1,261,704.80**
Contract Funds This Action: \$20,000
Previous Funds Balance: \$1,035,932.72
CPFF Action Funding Available: \$1,055,932.72
Balance Unfunded: **\$205,772.08**

LOE Extension

Total Cost: \$110,000.00

Funds This Action: \$0.00

Balance unfunded: \$0.00

(End of Clause)

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://lwawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/35211>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://lwawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply):

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable):

Issue DODAAC N00421_____

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 28 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Admin DODAAC _____S0512A_____

Pay Office DODAAC ____HQ0339_____

Inspector DODAAC _____

Service Acceptor DODAAC _____S0512A _____

Service Approver DODAAC _____S0512A_____

Ship To DODAAC _See Section F_____

DCAA Auditor DODAAC _____

LPO DODAAC _____

Inspection Location ____See Section E_____

Acceptance Location __See Section E_____

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: steven.cannaday@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact to be determined at Task Order level.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(JAN 2012)

(a) The Contracting Officer has designated/appointed Steven Cannaday, 48202 Bronson Road, Bldg. 2805 2nd Deck, Patuxent River, MD 20670 AIR 6.6 (301) 757-0475 as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

1. Conduct surveillance of contractor performance in accordance with basic contract Quality Assurance Surveillance Plan (QASP).
2. Review contractor invoices in Wide Area Work Flow (WAWF) to ensure proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.

(b) The effective period of the COR designation/appointment is August 6, 2012 to August 5, 2015

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 29 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR) (2012)

Costs in support of services for OPNAV are considered unallowable and therefore will not be subject to reimbursement by the government.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: FAR 42.202(a)(4), (16), (24), (30), (31), (34), (38), (39), (51), (58), and (67) are being withheld by the PCO.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>.

252.204-0003 LINE ITEM SPECIFIC: CONTRACTING OFFICER SPECIFIED ACRN ORDER (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order

See Section G - Accounting Data For Line Items and ACRN Order.

5252.232-9529, Incurred Cost Reporting and Progress Reporting for Services

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract CDRL A004. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A004. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in attachment 5 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) **Incurred Costs:**

1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in attachment 5.

2) **Labor:** Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals > Hourly Tripwire" tab included in attachment 5. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in attachment 5. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 30 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause."

b) **Progress:** A description of progress made during the invoice period by labor category shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

Accounting Data

SLINID	PR Number	Amount
400001	1300274144-0001	500000.00
LLA :		
AA 1721506 U14B 251 00019 0 050120 2D 000000		
Standard Number: N/A		
CIN:130027414400001		
600001	1300274144-0001	200000.00
LLA :		
AB 1721506 U14B 251 00019 0 050120 2D 000000		
Standard Number: N/A		
CIN: 130027414400002		
BASE Funding 700000.00		
Cumulative Funding 700000.00		
MOD 01 Funding 0.00		
Cumulative Funding 700000.00		
MOD 02		
400002	1300303367	107794.88
LLA :		
AC 1721804 4A4N 251 00019 0 050120 2D 000000 Cost Code: A00001386889		
CIN 130030336700001		
MOD 02 Funding 107794.88		
Cumulative Funding 807794.88		
MOD 03		
400003	1300303367-0001	25755.42
LLA :		
AC 1721804 4A4N 251 00019 0 050120 2D 000000 Cost Code: A00001386889		
CIN: 130030336700002		
MOD 03 Funding 25755.42		
Cumulative Funding 833550.30		
MOD 04		
400004	1300274144-0001	125000.00
LLA :		
AB 1721506 U14B 251 00019 0 050120 2D 000000 A00001222986		
CIN: 130027414400002		
600001	1300274144-0001	(125000.00)
LLA :		
AB 1721506 U14B 251 00019 0 050120 2D 000000 A00001222986		
Standard Number: N/A		
CIN: 130027414400002		
MOD 04 Funding 0.00		

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 31 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding 833550.30

MOD 05

400005 1300274144-0003 232322.30
 LLA :
 AD 1721506 U14B 252 00019 0 050120 2D 000000 A00001222986
 Standard Number: N/A
 CIN 130027414400005

MOD 05 Funding 232322.30
 Cumulative Funding 1065872.60

MOD 06 Funding 0.00
 Cumulative Funding 1065872.60

MOD 07

410001 1300366262 1011403.51
 LLA :
 AE 1731506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00001826707
 CIN 130036626200001

610001 1300366262 97400.00
 LLA :
 AE 1731506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00001826707
 CIN 130036626200002

MOD 07 Funding 1108803.51
 Cumulative Funding 2174676.11

MOD 08

410001 1300366262 (758552.26)
 LLA :
 AE 1731506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00001826707
 CIN 130036626200001

610001 1300366262 (73050.05)
 LLA :
 AE 1731506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00001826707
 CIN 130036626200002

MOD 08 Funding -831602.31
 Cumulative Funding 1343073.80

MOD 09

410002 1300384674 185158.43
 LLA :
 AF 1731506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00001977253
 CIN 130038467400001

610002 1300384674 14610.01
 LLA :
 AF 1731506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00001977253
 CIN 130038467400002

MOD 09 Funding 199768.44
 Cumulative Funding 1542842.24

MOD 10

410003 1300392770 624765.56
 LLA :
 AG 1741506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00002045362
 CIN 130039277000001

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 32 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 10 Funding 624765.56
Cumulative Funding 2167607.80

MOD 11

410004 1300394236 15659.96
LLA :
AH 1741804 4A4N 252 00019 0 050120 2D 000000 COST CODE: A00002054488
CIN 130039423600001

610003 1300394236 7222.54
LLA :
AH 1741804 4A4N 252 00019 0 050120 2D 000000 COST CODE: A00002054488
CIN 130039423600001

MOD 11 Funding 22882.50
Cumulative Funding 2190490.30

MOD 12

700001 1300443337 158489.89
LLA :
AJ 1741804 4A4N 252 00019 0 050120 2D 000000 COST CODE: A00002417788
CIN 130044333700001

900001 1300443337 17000.00
LLA :
AJ 1741804 4A4N 252 00019 0 050120 2D 000000 COST CODE: A00002417788
CIN 130044333700001

MOD 12 Funding 175489.89
Cumulative Funding 2365980.19

MOD 13

700002 1300438649 437321.52
LLA :
AK 1741804 4A4N 252 00019 0 050120 2D 000000 COST CODE: A00002388205
CIN 130043864900001

900002 1300438649 45373.31
LLA :
AK 1741804 4A4N 252 00019 0 050120 2D 000000 COST CODE: A00002388205
CIN 130043864900002

MOD 13 Funding 482694.83
Cumulative Funding 2848675.02

MOD 14

700003 1300485614 377748.00
LLA :
AL 1751506 U14B 251 00019 0 050120 2D 000000 A00002781046
CIN 130048561400001

MOD 14 Funding 377748.00
Cumulative Funding 3226423.02

MOD 15

700004 1300485614-0001 20000.00
LLA :
AM 1751506 U14B 252 00019 0 050120 2D 000000 A00002781046
130048561400002

MOD 15 Funding 20000.00

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 33 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding 3246423.02

MOD 16

702001 1300485614-0002 100000.00

LLA :

AN 1751506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00002781046

CIN 130048561400003

902001 1300485614-0002 10000.00

LLA :

AP 1751506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00002781046

CIN 130048561400004

MOD 16 Funding 110000.00

Cumulative Funding 3356423.02

MOD 17

410003 1300392770 (175000.00)

LLA :

AG 1741506 U14B 251 00019 0 050120 2D 000000 COST CODE: A00002045362

CIN 130039277000001

MOD 17 Funding -175000.00

Cumulative Funding 3181423.02

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 34 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

- (a) The task order includes an option, per each contract term, for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 3 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished at any time during contract performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort, greater than 10% during the current term, the Contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort", (Dec 2000) of the task order.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

- (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 (1). The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.
- (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.
- (d) Definitions. For purposes of application of this clause only, the following definitions are applicable:
- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 35 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(5) “Advisory and Assistance Services” (AAS) as defined in FAR 2.101.

(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 3 years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 3 years 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 more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(b)(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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 36 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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)

[x] (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 3 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 37 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 38 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION
(NAVAIR) (FEB 2009)**

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS
(NAVAIR) (OCT 2006)**

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

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

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

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

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

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 39 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

5252.237-9501 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 first six 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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 40 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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)".

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (MAY 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 41 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

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

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

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

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

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 42 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

2.5.1.6

21983 Bundy Road, Bldg 441
Patuxent River, MD 20670

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 43 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

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.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.219-6 Notice of Total Small Business Set-Aside (June 2003)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that 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.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 44 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall 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 paragraph does not apply to construction or service contracts.

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to Patuxent River, MD. 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 PMA 276 48202 Bronson Rd Bldg. 2805 2nd Deck Patuxent River, MD 20670. All losses are to have the permanent badges returned to PMA 276 48202 Bronson Rd Bldg. 2805 2nd Deck Patuxent River, MD 20670 on the last day of the individual's task requirement.

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

(a) Definitions. As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 45 of 46	FINAL
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distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. M804	AMENDMENT/MODIFICATION NO. 17	PAGE 46 of 46	FINAL
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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRL), DD Form 1423 A001 - A004

*A004 Revised with version dated 23 October 2013

Attachment 1 - Quality Assurance Surveillance Plan

Attachment 2 - DD Form 254, Contract Security Classification Specification

Attachment 3 - Incurred Cost and Report for Services Template (version dated 10 July 2013)