

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
24

3. EFFECTIVE DATE
12-Jul-2017

4. REQUISITION/PURCHASE REQ. NO.
1300630458-0002

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

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6)

CODE

S0512A

NAVAIR Aircraft Division Pax River
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Patuxent River MD 20670
christopher.colyer@navy.mil 301-757-2684

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-M805

10B. DATED (SEE ITEM 13)

16-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:
- [X] D. OTHER (Specify type of modification and authority)
FAR 43.103 (a), 52.232-22, and 5252.216-9122 Level of Effort

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)

May O Dimitrov, 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)

12-Jul-2017

BY /s/May O Dimitrov
(Signature of Contracting Officer)

12-Jul-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to 1) Increase ceiling on CLINs 7300 and 9300; 2) provide incremental funding for continued contract performance; 3) Update Allotment of Funds. 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 increased from \$3,498,666.46 by \$40,675.00 to \$3,539,341.46.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
730007	O&MN,N	0.00	14,150.00	14,150.00
730008	OPN	0.00	22,525.00	22,525.00
930005	OPN	0.00	4,000.00	4,000.00

The total value of the order is hereby increased from \$3,512,485.49 by \$40,675.00 to \$3,553,160.49.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7300	298,973.58	36,675.00	335,648.58
9300	21,688.45	4,000.00	25,688.45

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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 Logistics Support Services for PMA-205 Tactical Training Ranges ILS In Accordance With SOW and CDRLs. Labor - Base Year (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO			
400001	R706	Funding in support of CLIN 4000 (O&MN,N)					
400002	R706	Funding in support of CLIN 4000 (O&MN,N)					
400003	R706	Funding in support of CLIN 4000 (OPN)					
400004	R706	Funding in support of CLIN 4000 (OPN)					
400005	R706	Funding in support of CLIN 4000 (OPN)					
400006	R706	Funding in support of CLIN 4000 (O&MN,N)					
400007	R706	Funding in support of CLIN 4000 (OPN)					
400008	R706	Funding in support of CLIN 4000 (OPN)					

For Cost Type / NSP Items

4010		Data for CLIN 4000 in accordance with SOW and CDRLs				1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4050	R706	10% Capacity - Increased Services In Accordance With the task order H-1 clause - Option to Increase Capacity. (O&MN) (OPN) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4100	R706	Provide Logistics Support Services for PMA-205, Tactical Training Ranges ILS In Accordance With SOW and CDRLs. Labor - Option Year 1 (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO			
410001	R706	Funding in support of CLIN 4100 (O&MN,N)					
410002	R706	Funding in support of CLIN 4100 (OPN)					
410003	R706	Funding in support of CLIN 4100 (OPN)					

For Cost Type / NSP Items

4110		Data for CLIN 4100 (Option Year 1) in accordance with SOW and CDRLs. Option Year 1				1.0	LO	NSP
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For Cost Type Items:

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 - Option to Increase Capacity Services (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R706	ODCs in support of CLIN 4000 (Base year) (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO	\$35,000.00
600001	R706	Funding in support of CLIN 6000 (O&MN,N)			
600002	R706	Funding in support of CLIN 6000 (OPN)			
600003	R706	Funding in support of CLIN 6000 (OPN)			
600004	R706	Funding in support of CLIN 6000 (OPN)			
600005	R706	Funding in support of CLIN 6000 (OPN)			
6050	R706	10% Capacity - Increased ODCs in accordance with the Task Order H-1 clause. Option to Increase Capacity. ODCs in support of CLIN 4050 (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO	\$0.00
6100	R706	ODCs in support of CLIN 4100 (Option Year 1) (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO	\$39,800.00
610001	R706	Funding in support of CLIN 6100 (O&MN,N)			
610002	R706	Funding in support of CLIN 6100 (OPN)			
610003	R706	Funding in support of CLIN 6100 (OPN)			
6150	R706	10% capacity - increased ODC In Accordance With the Task Order H-1 clause - Option to Increase Capacity. ODCs in support of CLIN 4150 (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO	\$0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	Provide Logistics Support Services for PMA-205 Tactical Training Ranges ILS In Accordance With SOW and CDRLs. Labor - Option Year 2 (O&M,N) (OPN) (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 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700004	R706	Funding in support of CLIN 7000 (OPN)					
700005	R706	Funding in support of CLIN 7000 (OPN)					

For Cost Type / NSP Items

7010		Data for CLIN 7000 (Option Year 2) in accordance with SOW and CDRLs Option Year 2	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7050	R706	10% Capacity - increased service in accordance with the Task Order H-1 clause - Option to Increase Capacity (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
7100	R706	Provide Logistics Support Services for PMA-205 Tactical Training Ranges ILS In Accordance With SOW and CDRLs. Labor - Option Year 2 (O&M,N) (OPN) - LOE extension (O&MN,N)	1.0	LO			
710001	R706	Funding in support of CLIN 7100 (O&MN,N)					
7200	R706	Provide Logistics Support Services for PMA-205 Tactical Training Ranges ILS In Accordance With SOW and CDRLs. - LOE extension per 52.217-8 (O&MN,N)	1.0	LO			
720001	R706	Funding in support of CLIN 7200 (OPN)					
720002	R706	Funding in support of CLIN 7200 (O&MN,N)					
720003	R706	Funding in support of CLIN 7200 (O&MN,N)					
720004	R706	Funding in support of CLIN 7200 (OPN)					
720005	R706	Funding in support of CLIN 7200 (O&MN,N)					
7300	R706	Provide Logistics Support Services for PMA-205 Tactical Training Ranges ILS In Accordance With SOW and CDRLs. - LOE extension per 52.217-8 (APN)	1.0	LO			
730001	R706	Funding in support of CLIN 7300 (OPN)					
730002	R706	Funding in support of CLIN 7300 (APN)					
730003	R706	Funding in support of CLIN 7300 (O&MN,N)					
730004	R706	Funding in support of CLIN 7300 (OPN)					
730005	R706	Funding in support of CLIN 7300 (O&MN,N)					
730006	R706	Funding in support of CLIN 7300 (OPN)					
730007	R706	Funding in support of CLIN 7300 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730008	R706	Funding in support of CLIN 7300 (OPN)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7310		Data for CLIN 7300 in accordance with SOW and CDRLs.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	ODCs in support of CLIN 9000 (Option Year 2) (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO	\$56,265.49
900001	R706	Funding in support of CLIN 9000 (O&MN,N)			
900002	R706	Funding in support of CLIN 9000 (O&MN,N)			
900003	R706	Funding in support of CLIN 9000 (O&MN,N)			
900004	R706	Funding in support of CLIN 9000 (OPN)			
9050	R706	10% capacity - increased ODC In Accordance With the Task Order H-1 clause - Option to Increase Capacity. ODCs in support of CLIN 7050 (O&M,N) (OPN) (Fund Type - OTHER)	1.0	LO	\$0.00
9100	R706	ODCs in support of CLIN 7100 (LOE Extension) (O&M,N) (O&MN,N)	1.0	LO	\$35,819.03
910001	R706	Funding in support of CLIN 7100 (O&MN,N)			
9200	R706	ODCs in support of CLIN 7200 (LOE Extension 52.217-8) (O&M,N)& (OPN) (O&MN,N)	1.0	LO	\$40,132.75
920001	R706	Funding in support of CLIN 9200 (OPN)			
920002	R706	Funding in support of CLIN 9200 (O&MN,N)			
920003	R706	Funding in support of CLIN 9200 (O&MN,N)			
920004	R706	Funding in support of CLIN 9200 (OPN)			
9300	R706	ODCs in support of CLIN 7200 (LOE Extension 52.217-8) (APN)& (OPN) (OPN)	1.0	LO	\$25,688.45
930001	R706	Funding in support of CLIN 9300 (OPN)			
930002	R706	Funding in support of CLIN 9300 (APN)			
930003	R706	Funding in support of CLIN 9300 (OPN)			
930004	R706	Funding in support of CLIN 9300 (OPN)			
930005	R706	Funding in support of CLIN 9300 (OPN)			

The task order Contracting Officer will unilaterally create informational SLINs during performance of this task order to accommodate the multiple type of funds that will be used under this task order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 GENERAL

1.1 Introduction

The Naval Air Systems Command Aviation Training Systems Program Office PMA-205 is chartered to satisfy requirements set by U.S. Fleet Forces Command (FFC) and the Commander, U.S. Naval Air Forces (CNAF) by providing logistics support via AIR-6.6.4.3 for the acquisition, fielding, sustainment and Configuration Management (CM) of systems and products related to Integrated Training and Training Ranges and Live-Virtual-Constructive Training. These requirements encompass a broad spectrum of support across various Navy activities, Warfare Centers and training range locations.

1.2 Background

The Integrated Training and Training Ranges – Live/Virtual/Constructive (ITTR/LVC) Department in PMA-205 is responsible for the acquisition, fielding and sustainment of various instrumentation products, common products, and synthetic products (for virtual/constructive applications) employed at Live Training Range locations by Aviation, Surface, and Subsurface Fleet customers. Live training ranges are typically operated by Government engineering employees engaged with contractors who perform operations and maintenance functions. ITTR/LVC is a highly specialized functional area, which requires unique and non-traditional life cycle logistics application. The distinctive aspects of Integrated Training and Training Ranges support places additional emphasis on the prospective awardee in regards to understanding unique requirements associated with Range operations. This presents a demand for logisticians with an in-depth understanding of the technical and logistical challenges associated with the acquisition, deployment and sustainment of ITTR/LVC equipment.

1.3 Scope

This is a Performance based Task Order, consisting of a base year, plus 2 one year options. This Statement of Work addresses logistics support required in the areas of acquisition, design, development, prototyping, testing, training, configuration management, site support and program support for legacy, current and planned systems and products used, or planned for use at or on live training ranges, and in distributed training events. Work is to be performed primarily at NAVAIR, Patuxent River, MD. The contractor shall provide Logistics Support Services to the PMA-205 Assistant Program Manager for Logistics (APML) and the respective Deputy Assistant Program Managers for Logistics (DAPMLs) for Integrated Training and Training Ranges/LVC in the planning and execution of the acquisition, fielding, and sustainment of systems, products and scenarios operated and maintained at Tactical Training Ranges at various Naval Stations, Naval Air Stations and Marine Corps Air Stations at Continental United States (CONUS) and outside of Continental United States (OCONUS) locations. Live Tactical Training Ranges include aviation, surface and subsurface components, threat generation systems, airborne hardware, electronic warfare components, scoring systems, a maintenance infrastructure, displays, ground stations, and facilities at Naval Stations, Naval Air Stations, and Marine Corps

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Air Stations. The contractor shall coordinate with the APML and the DAPMLs on the formulation and execution of logistics strategies for both acquisition and sustainment.

1.4 Applicable Directives

The applicable directives that apply to the task order include, but are not limited to:

1.4.1 DoDD 5001.1 –the Defense Acquisition System

1.4.2 DoDI 5002 – Operations of the Defense Acquisition System

1.4.3 DoDD 5000.2R – Mandatory Procedures for Major Defense Acquisition Programs

1.4.4 MIL-HDBK-61

1.4.5 NAVAIR 00-25-300

1.4.6 NAVAIR APML Handbook

1.4.7 All applicable Navy Directives, Instructions, Handbook, and applicable policy documentation

2.0 PERFORMANCE REQUIREMENTS

2.1 Acquisition Logistics Support (OPN)

The contractor shall provide logistics support services to the APML/DAPMLs performing systems support analysis, logistics analytical and program support to include assessing program/project logistics data, establishing information sources, assessing system design for support, and review the development and fielding of systems. The contractor shall attend Design Reviews, Program Management Reviews, Technical Interchange Meetings (TIMs), working groups, Range Conferences, and Integrated Logistics Support Management Team (ILSMT) meetings. Support functions shall include collaboration with APML/DAPMLs in preparing logistics sections for acquisition and milestone documents and events, in compliance with most current acquisition and logistics policy; assessing the integration of all 11 elements of logistics support, including: Design Interface, Maintenance Planning, Manpower & Personnel, Training, Training Equipment, Computer Resources, Supply Support, Support Equipment, Depot, Item Unique Identification (IUID), and Diminishing Manufacturing Sources and Materiel Shortages (DMSMS). The contractor shall prepare briefings, white papers, and position papers for the APML/DAPMLs in support of Technical interchange meetings, Program Reviews and Milestone events, and report status on a monthly basis. Program logistics shall be assessed for tailoring of requirements, compliance with key logistics events and milestones, financial planning and realism, quality control/assurance, testing, operations, maintenance, supply, training and fielding of IT/ITR and LVC systems and products. (CDRL A008)

During the design and acquisition phase, the contractor shall monitor various aspects of logistics design; including the design for maintenance, reliability, availability, maintainability, and life cycle cost. The contractor shall conduct studies and assessments of the proposed design for the

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APML/DAPML. The contractor shall provide coordination of all efforts relating to database support for the Logistics Management Information (LMI) data associated with software and hardware development and delivery. The contractor shall evaluate workflow and process, perform liaison duties for logistics integration and training for ITR/ITS and LVC, including collaboration, knowledge sharing, data management, and process automation across all activities, processes, and functions associated with performance of the acquisition support tasking associated with Life Cycle Management.

The contractor shall attend HW/SW design reviews and review HW/SW contractor submitted Contract Data Items to conduct detailed analyses of the design for support for systems in development, or planned for development. The contractor shall specifically address the following:

2.1.1 Analyze data to identify anomalies and shortcomings in proposed design solutions which will negatively impact logistics and life cycle sustainment. (OPN)

2.1.2 Evaluate and prepare essential position statements on the advantages and disadvantages of proposed design solutions as they relate to logistics. (OPN)

2.1.3 Perform cost/benefit tradeoff analyses, or critique proposed systems, in light of documented requirements for sustainment. (OPN)

2.2.1 Testing (OPN)

The contractor shall provide logistics and technical support in conducting system and software acceptance testing and for operational and functional aspects of the system and equipment associated with life cycle sustainment. The contractor shall participate in the test and evaluation program by providing recommendations and comments during the preparation of, or in reviewing test and evaluation plans and procedures or both. Test program support services shall include the witnessing of specified logistics tests, logistics data collection and evaluation of suitability test data.

2.3.1 Training and Site Support (OPN)

The contractor shall participate in the planning, development, and delivery of training and subsequent fielding of the systems, including technical evaluations, system acceptance testing, site activation and Initial Operational Capability (IOC). The contractor shall assess system operation and maintenance documentation. The training and site support will result in a submission of an assessment and lessons learned document, along with documentation of any recommended changes to the Government at the conclusion of the training. (CDRL A005)

2.3.1.1 Evaluate deficiencies and document recommendations for improvement in report.

2.4.1 Technical Data (OPN)

The contractor shall participate in program events associated with the development and delivery of requisite Technical documentation in including drawings, parts lists, reports, analyses, and

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technical publications. The contractor shall monitor progress, assess content, determine requirements compliance, and provide recommendations for changes and improvement. The contractor may re-format commercial Tech Pubs for local use, as directed by APML/DAPML. (CDRL A007)

2.4.1.1 Identify anomalies and shortcomings associated with technical data development and delivery (**OPN**)

2.4.1.2 Evaluate the quality, accuracy, completeness, and determine requirements compliance of technical data (**OPN**)

2.4.1.3 Support NATEC San Diego in the validation and verification (Val/Ver) of technical publications and directives and document deficiencies / recommended changes in a written report (**OPN**)

2.5.1 Supply Support (**OPN**)

The contractor shall participate in program events and activities associated with the development and delivery of spare and repair parts, including drawings, parts lists, recommended spares lists, reports, analyses, design change notices, and technical publications. The contractor shall monitor progress, assess content, and evaluate recommendations for quantity, range, and depth of sparing, conformance to established maintenance planning, and provide recommendations for changes and improvement.

2.5.1.1 Identify anomalies and shortcomings associated with development and delivery of recommendations, data and support items in a written report. (CDRL A008) (**OPN**)

2.5.1.2 Collaborate with Naval Inventory Control Point – Mechanicsburg, PA and Naval Surface Warfare Center Corona, CA Range Support Group (FT-33) on appropriate sparing posture; deliver recommendation via written report to the APML/DAPML

2.6.1 Support Equipment & Facilities (**OPN**)

The contractor shall participate in program events associated with the selection, development and delivery of requisite Support Equipment (SE) and facilities modifications for TTR systems.. The contractor shall monitor progress including drawings, reports, analyses, and technical data and assess content, determine requirements compliance, and provide recommendations for changes and improvement. (CDRL A006) (**OPN**)

2.6.1.1 Identify anomalies and shortcomings associated with support equipment development and delivery and facility modifications (**OPN**)

2.6.1.2 Evaluate the quality, accuracy, completeness, and determine requirements compliance of technical data. Ascertain utility of recommended support equipment in consideration of maintenance concept. Document in report as directed by APML/DAPML (**OPN**)

2.6.1.3 Collaborate with NAWCAD Lakehurst in development and test of requisite support equipment and facility changes, and document deficiencies/recommendations (**OPN**)

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2.7.1 Design for Maintenance, Maintenance Planning (OPN)

The contractor shall participate in program events associated with the formulation and development of requirements for maintenance planning, and design for maintenance. The contractor shall assess the development of supportability attributes, and development of the maintenance plan,. The contractor shall monitor progress, track the status of logistics Contract deliverables (CDRLs), assess content, determine requirements compliance, and provide recommendations for changes and improvement. (CDRL A008) (OPN)

2.7.1.1 Identify anomalies and shortcomings associated with maintenance planning and design for maintenance document in report, as directed by APML/DAPML (OPN)

2.7.1.2 Document and track Contract Data Requirement List (CDRL) deliverable data for logistics as directed by APML/DAPMLs (OPN)

2.7.1.3 Evaluate the quality, accuracy, completeness, and determine requirements compliance for maintenance planning. Document in report as directed by APML / DAPML (OPN)

2.8.1 Sustainment Logistics (O&MN)

The contractor shall perform systems support analysis and program support for legacy ITTR/LVC equipment to include assessment of program/project logistics data by accessing established data and information sources, and evaluating fielded system design performance for support. The contractor shall attend Program Management Reviews, Technical Interchange Meetings (TIMs), working groups, Range Conferences, and Integrated Logistics Support Management Team (ILSMT) meetings. Support functions shall include monitoring operations and maintenance support posture of legacy equipment, evaluating Range equipment operational status, and continually monitoring all 11 elements of logistics support for fielded/legacy systems and equipment, including: Design Interface, Maintenance Planning, Manpower & Personnel, Training, Training Equipment, Computer Resources, Supply Support, Support Equipment, Depot, Item Unique Identification (IUID), and Diminishing Manufacturing Sources and Materiel Shortages (DMSMS). The contractor shall monitor the performance of System Support Activity(ies), monitor key sustainment metrics, and provide written recommendations for optimizing Total Ownership Costs (TOC).

The contractor shall collaborate with the operations and maintenance personnel at Tactical Training Range locations to monitor various aspects of logistics from a fielded sustainment posture; including assessment of trends in maintenance, reliability, availability, maintainability, and life cycle cost. The contractor shall coordinate efforts relating to database support for the logistics associated with fielded/legacy software and hardware. The contractor shall provide recommendations for defining workflows and processes and perform liaison duties for configuration change implementation and training for ITR/ITS and LVC systems.

The contractor shall conduct detailed analyses of the fielded/legacy ITTR products and systems support in order to better characterize system life cycle costs. The contractor shall specifically address the following (CDRL A008):

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2.8.1.1 Identify anomalies and shortcomings in fielded product/system performance which will negatively impact logistics and increase life cycle sustainment costs. **(O&MN)**

2.8.1.2 Evaluate and prepare essential position statements on the advantages and disadvantages of proposed sustainment solutions as they relate to logistics footprint and life cycle cost.**(O&MN)**

2.8.1.3 Perform cost/benefit tradeoff analyses, or critique proposed system support strategies, in light of documented requirements for sustainment. **(O&MN)**

2.9.1 Operations and Maintenance Support **(O&MN)**

The maintenance concept for most of the Integrated Training Ranges consists of a mix of Contractor provided Operations & Maintenance Support, and civilian Government technicians and engineers. The maintenance concept is based on the philosophy of identifying faulty replaceable assemblies at the Pod shop through the use of manual and automated fault detection and isolation techniques. Defective or failed assemblies shall be removed and replaced with selected spare units located at the range site. The contractor shall coordinate with the APML/DAPML in monitoring and assessing the overall sustainment posture of Aviation and Undersea Tactical Training Ranges, and provide recommendations to the APML and/or DAPMLs for increased efficiencies, trends indicating a decrease in operational availability, or enhancements for improving the ITR/ITS sustainment posture and decreasing life cycle cost, and/or logistics footprint.

2.10 Acquisition Logistics Support **(APN)**

The contractor shall provide logistics support services to the APML/DAPMLs performing systems support analysis, logistics analytical and program support to include assessing program/project logistics data, establishing information sources, assessing system design for support, and review the development and fielding of systems. The contractor shall attend Design Reviews, Program Management Reviews, Technical Interchange Meetings (TIMs), working groups, Range Conferences, and Integrated Logistics Support Management Team (ILSMT) meetings. Support functions shall include collaboration with APML/DAPMLs in preparing logistics sections for acquisition and milestone documents and events, in compliance with most current acquisition and logistics policy; assessing the integration of all 11 elements of logistics support, including: Design Interface, Maintenance Planning, Manpower & Personnel, Training, Training Equipment, Computer Resources, Supply Support, Support Equipment, Depot, Item Unique Identification (IUID), and Diminishing Manufacturing Sources and Materiel Shortages

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(DMSMS). The contractor shall prepare briefings, white papers, and position papers for the APML/DAPMLs in support of Technical interchange meetings, Program Reviews and Milestone events, and report status on a monthly basis. Program logistics shall be assessed for tailoring of requirements, compliance with key logistics events and milestones, financial planning and realism, quality control/assurance, testing, operations, maintenance, supply, training and fielding of IT/ITR and LVC systems and products. (CDRL A008)

During the design and acquisition phase, the contractor shall monitor various aspects of logistics design; including the design for maintenance, reliability, availability, maintainability, and life cycle cost. The contractor shall conduct studies and assessments of the proposed design for the APML/DAPML. The contractor shall provide coordination of all efforts relating to database support for the Logistics Management Information (LMI) data associated with software and hardware development and delivery. The contractor shall evaluate workflow and process, perform liaison duties for logistics integration and training for ITR/ITS and LVC, including collaboration, knowledge sharing, data management, and process automation across all activities, processes, and functions associated with performance of the acquisition support tasking associated with Life Cycle Management. The contractor shall attend HW/SW design reviews and review HW/SW contractor submitted Contract Data Items to conduct detailed analyses of the design for support for systems in development, or planned for development. The contractor shall specifically address the following:

2.10.1 Analyze data to identify anomalies and shortcomings in proposed design solutions which will negatively impact logistics and life cycle sustainment. (APN)

2.10.2 Evaluate and prepare essential position statements on the advantages and disadvantages of proposed design solutions as they relate to logistics. (APN)

2.10.3 Perform cost/benefit tradeoff analyses, or critique proposed systems, in light of documented requirements for sustainment. (APN)

2.11.1 Testing (APN)

The contractor shall provide logistics and technical support in conducting system and software acceptance testing and for operational and functional aspects of the system and equipment associated with life cycle sustainment. The contractor shall participate in the test and evaluation

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program by providing recommendations and comments during the preparation of, or in reviewing test and evaluation plans and procedures or both. Test program support services shall include the witnessing of specified logistics tests, logistics data collection and evaluation of suitability test data.

2.12.1 Training and Site Support (APN)

The contractor shall participate in the planning, development, and delivery of training and subsequent fielding of the systems, including technical evaluations, system acceptance testing, site activation and Initial Operational Capability (IOC). The contractor shall assess system operation and maintenance documentation. The training and site support will result in a submission of an assessment and lessons learned document, along with documentation of any recommended changes to the Government at the conclusion of the training. (CDRL A005)

2.12.1.1 Evaluate deficiencies and document recommendations for improvement in report.

2.13.1 Technical Data (APN)

The contractor shall participate in program events associated with the development and delivery of requisite Technical documentation in including drawings, parts lists, reports, analyses, and technical publications. The contractor shall monitor progress, assess content, determine requirements compliance, and provide recommendations for changes and improvement. The contractor may re-format commercial Tech Pubs for local use, as directed by APML/DAPML. (CDRL A007)

2.13.1.1 Identify anomalies and shortcomings associated with technical data development and delivery (APN)

2.13.1.2 Evaluate the quality, accuracy, completeness, and determine requirements compliance of technical data (APN)

2.13.1.3 Support NATEC San Diego in the validation and verification (Val/Ver) of technical publications and directives and document deficiencies / recommended changes in a written report (APN)

2.14.1 Supply Support (APN)

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The contractor shall participate in program events and activities associated with the development and delivery of spare and repair parts, including drawings, parts lists, recommended spares lists, reports, analyses, design change notices, and technical publications. The contractor shall monitor progress, assess content, and evaluate recommendations for quantity, range, and depth of sparing, conformance to established maintenance planning, and provide recommendations for changes and improvement.

2.14.1.1 Identify anomalies and shortcomings associated with development and delivery of recommendations, data and support items in a written report. (CDRL A008) (APN)

2.14.1.2 Collaborate with Naval Inventory Control Point – Mechanicsburg, PA and Naval Surface Warfare Center Corona, CA Range Support Group (FT-33) on appropriate sparing posture; deliver recommendation via written report to the APML/DAPML

2.15.1 Support Equipment & Facilities (APN)

The contractor shall participate in program events associated with the selection, development and delivery of requisite Support Equipment (SE) and facilities modifications for TTR systems.. The contractor shall monitor progress including drawings, reports, analyses, and technical data and assess content, determine requirements compliance, and provide recommendations for changes and improvement. (CDRL A006) (APN)

2.15.1.1 Identify anomalies and shortcomings associated with support equipment development and delivery and facility modifications (APN)

2.15.1.2 Evaluate the quality, accuracy, completeness, and determine requirements compliance of technical data. Ascertain utility of recommended support equipment in consideration of maintenance concept. Document in report as directed by APML/DAPML (APN)

2.15.1.3 Collaborate with NAWCAD Lakehurst in development and test of requisite support equipment and facility changes, and document deficiencies/recommendations (APN)

2.16.1 Design for Maintenance, Maintenance Planning (APN)

The contractor shall participate in program events associated with the formulation and development of requirements for maintenance planning, and design for maintenance. The contractor shall assess the development of supportability attributes, and development of the

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maintenance plan,. The contractor shall monitor progress, track the status of logistics Contract deliverables (CDRLs), assess content, determine requirements compliance, and provide recommendations for changes and improvement. (CDRL A008) (APN)

2.16.1.1 Identify anomalies and shortcomings associated with maintenance planning and design for maintenance document in report, as directed by APML/DAPML (APN)

2.16.1.2 Document and track Contract Data Requirement List (CDRL) deliverable data for logistics as directed by APML/DAPMLs (APN)

2.16.1.3 Evaluate the quality, accuracy, completeness, and determine requirements compliance for maintenance planning. Document in report as directed by APML / DAPML (APN)

3.0 Configuration Management and Data Management (CM/DM) Support (OPN)

The contractor shall provide ITTR / LVC Configuration Management/Data Management for all technical data to include: operational system, subsystem, and component requirement documentation, technical development and design documentation, plans, specifications, procedures and reports for hardware and software configuration items. Configuration Management shall include change control, implementation, action tracking, and metrics collection, analyses, and reporting. The contractor shall monitor and track Engineering Change Proposals from initiation, or creation in an Operational Safety and Improvement Program (OSIP) budget, and Decision memorandum through the entire Configuration Change Control Board (CCCB) process, as directed by the APML / DAPMLs. The contractor shall provide expertise and support for ITTR/LVC System Engineering & Technical Review (SETR) events, including design reviews and configuration audits as directed by the APML/DAPMLs. The contractor shall coordinating with the PMA-205 APML in performing liaison and coordination functions for the configuration management discipline for ITTR/LVC and other PMA-205 departments.

3.0.1 Prepare audit plans as directed by the APML/DAPMLs for ITTR/LVC

3.0.2 Report audit status/outcomes on assigned programs

3.0.3 Provide recommendations on CM policy and issues to APML, as directed

3.0.4 Monitor and track CCB staffing & activity on ITTR/LVC programs

3.0.5 Configuration Management and Data Management (CM/DM) Support (APN)

The contractor shall provide ITTR / LVC Configuration Management/Data Management for all technical data to include: operational system, subsystem, and component requirement documentation, technical development and design documentation, plans, specifications, procedures and reports for hardware and software configuration items. Configuration

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Management shall include change control, implementation, action tracking, and metrics collection, analyses, and reporting. The contractor shall monitor and track Engineering Change Proposals from initiation, or creation in an Operational Safety and Improvement Program (OSIP) budget, and Decision memorandum through the entire Configuration Change Control Board (CCCB) process, as directed by the APML / DAPMLs. The contractor shall provide expertise and support for ITTR/LVC System Engineering & Technical Review (SETR) events, including design reviews and configuration audits as directed by the APML/DAPMLs. The contractor shall coordinating with the PMA-205 APML in performing liaison and coordination functions for the configuration management discipline for ITTR/LVC and other PMA-205 departments.

3.0.5.1 Prepare audit plans as directed by the APML/DAPMLs for ITTR/LVC

3.0.5.2 Report audit status/outcomes on assigned programs

3.0.5.3 Provide recommendations on CM policy and issues to APML, as directed

3.0.5.4 Monitor and track CCB staffing & activity on ITTR/LVC programs

3.1 Logistics Program Management (O&MN)

The contractor shall monitor the logistics management and technical support and program and project schedules associated with the development, acquisition, fielding and sustainment of systems, equipment, and spare / repair parts acquired by PMA-205 that are planned to be used at, or on Integrated Training Ranges. The contractor shall continually assess tasking, manpower allocation, and resource balancing and report monthly to the APML/Task Order Manager.

3.1.1 Meetings and Conference Support

The contractor shall attend meetings and reviews as directed by the APML/DAPMLs. Meetings and reviews include the following: Program Management Reviews (PMRs), Post Award Conferences, Integrated Logistics Support Management Team meetings, In Progress Reviews (IPR), Technical Interchange Meetings (TIMs), System Requirements Reviews (SRRs), Logistics Element Manager (LEM) reviews, Training Sessions, Preliminary Design Reviews (PDRs), Critical Design Reviews (CDRs), Configuration Audits, and Test Readiness Reviews (TRRs) (all **OPN**); and Range Conferences (**O&MN**). The contractor shall prepare the agenda and coordinate attendance for key logistics meetings, prepare presentation materials. The contractor may host and/or participate in the actual meeting, and draft the minutes and action items for appropriate action. (A002, A004)

3.2 Minimum Personnel Requirements

3.2.1 The contractor shall be responsible for employing personnel having the following levels of

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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.

3.2.2 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.

3.2.3 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.

DEFINITIONS

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

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.

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.

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.

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.

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, industrial, mechanical or nuclear engineering.

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experience and years of experience

- a) 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.
- b) 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.

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.

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.

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.

3.3 Labor Category Qualifications:

- a. Program Manager (Key) This labor category shall serve as a project manager or team leader for the support of tasking associated with the logistics for acquisition and life cycle sustainment of Integrated Training and Training Ranges, and Live/Virtual/Constructive (LVC) training.

-Bachelor’s degree in a related field from an accredited school.

-Six years of experience in Logistics management and supervision of multiple projects in the acquisition and/or fielding of U.S. Navy Integrated Logistics Support at the SYSCOM level.

OR

15+ years of experience in Navy Logistics Project management and supervision of multiple

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projects in the acquisition and/or fielding of U.S. Navy Integrated Logistics Support for ITTR systems at the SYSCOM level.

b. Senior Configuration Management Specialist (Key) This labor category shall apply Configuration Management (CM) discipline to investigate, analyze, plan, budget, design, develop, implement, test, or evaluate configuration changes to hardware, software, and documentation associated with Integrated Training and Training Range equipment and systems. Reviews and prepares engineering and technical analyses, reports, configuration change proposals, and other technical documentation. Applies Configuration Management experience to functions such as system integration, HW/SW and documentation, product baseline development and management, quality assurance, and acquisition and resource management associated with configuration change implementation. Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapon systems, and associated support systems.

-Bachelor's degree from an accredited school.

-Five years of experience in U.S. Navy configuration management

OR

15 Years of experience in U.S. Navy Configuration Management at the SYSCOM Level

c. Senior Logistics Analyst This labor category shall perform various tasks related to the technical development, operation, evaluation and improvement of weapons systems supportability and maintainability. Develops and evaluates various ILS documents and plans. Shall analyze data associated with acquisition and sustainment ILS planning and execution.

-Bachelor's degree in a related field from an accredited school.

-Four years of experience in the field of DoD integrated logistics support, including three years of experience in U. S. Navy ILS.

OR

-Associate's Degree from an accredited school.

-Ten years of experience in DoD integrated logistics support, including six years of experience in U. S. Navy ILS.

d. Configuration Management Specialist This labor category shall apply Configuration Management (CM) discipline to investigate, analyze, plan, budget, design, develop, implement, test, or evaluate configuration changes to hardware, software, and documentation associated with Integrated Training and Training Range equipment and systems. Reviews and prepares engineering and technical analyses, reports, configuration change proposals, and other technical documentation. Applies Configuration Management experience to perform functions such as system integration, HW/SW and documentation, product baseline development and management, quality assurance, and acquisition and resource management associated with configuration change implementation. Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapon

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systems, associated support systems, or management information systems.

- Bachelor's degree in engineering or physics from an accredited school.
- Five years of experience in NAVAIR configuration management

OR

10 Years of experience in U.S. Navy Configuration Management

e. Logistics Analyst 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. Shall analyze data associated with acquisition and sustainment ILS planning and execution.

- Bachelor's degree in a related field from an accredited school.
- Three years of experience in the field of DoD integrated logistics support, including two years of experience in U. S. Navy ILS.

OR

- Associates degree in a related field from an accredited school.
- Six years of experience in the field of DoD integrated logistics support, including two years of experience in U. S. Navy ILS.

f. Junior Logistics Analyst This labor category shall apply knowledge of and experience with logistics and life cycle support to the acquisition and sustainment of Integrated Training and Training Range systems and equipment. Shall assist with the creation and analysis of data associated with acquisition and sustainment ILS planning and execution.

- Associate's degree from an accredited school in a technical discipline.
- Two years experience in the field of DoD Logistics

OR

- High school diploma.
- Four years of experience in the field of US Navy Logistics

4.0 DELIVERABLES

4.1 The contractor shall submit monthly status reports, which are due on the 10th of each month and shall be submitted to: NAVAL AIR WARFARE CENTER AD-PAX, 21983 Bundy Road, Bldg 441, Patuxent River, MD 20670 Attn: Mrs. Stephanie Dunlap (AIR-2.5.1.14). These reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report

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- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this task order;
- Trips and significant results
- Plans for activities during the following period

CDRL A001 Status Report

CDRL A002 Presentation Material and Meeting Minutes

CDRL A003 Cost/Schedule Status Report

CDRL A004 Conference Agenda

CDRL A005 Training Materials

CDRL A006 Site Survey Report

CDRL A007 COTS Manuals and Associated Supplemental Data

CDRL A008 Status Report/Scientific and Technical Reports

5.0 ESTIMATED TRAVEL DESTINATIONS

The contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Task Order Manager (TOM).

Estimated travel requirements are as follows:

Location	# of days	# of trips	# of people
NAS Oceana, Virginia	2	4	2
Ogden, UT	4	2	2
MCAS Beaufort, SC	3	1	2
NAS Key West, FL	4	2	2
Newport Division, R.I.	3	3	2
Eglin AFB, FL	4	2	3

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NAS Lemoore, CA	4	1	1
MCAS Yuma, AZ	4	1	1
Ontario, CA	4	2	2
MCAS Miramar, CA	4	2	2
Ridgecrest, CA	4	2	3
MCAS Cherry Point, NC	4	1	2
NAVSTA Mayport, FL	3	2	2
NAWC-AD Lakehurst, NJ	2	2	2
PMRF, Barking Sands, HI	5	1	1

6.0 SECURITY

Key Personnel associated with this task order shall be required to have an active DoD “secret” clearance at time of award. The contractor may have access to information and compartments (offices) with a “Secret” classification. All deliverables associated with this task order shall be “unclassified.” At a minimum, Key personnel associated with this task order will have valid PKI Certificates within TWO (2) weeks of contract award date. All other personnel associated with this task order will have their PKI Certificates within FOUR (4) weeks of contract award.

Contractor personnel shall be subject to a government security investigation and must meet eligibility requirements for access to classified information at the Secret level, as noted in the DD254, Attachment 2. The contractor shall ensure that any new employees prior to starting work on this effort have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), 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.

6.1 Security Clearance Requirements

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

Position/labor category	Security Clearance Level	Within Days Issuance of Task Order
Program Manager	Secret Clearance	Within 30 days after task order award.
Sr. Configuration Mgmt Specialist	Secret Clearance	Within 30 days after task order award.

7.0 Constraints

7.1 Work Schedule.

The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday –Friday. Services and staffing shall be provided for each office at least 8

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hours per day (during the 8.5 hour workday which includes the 30-minute lunch break).

Government Employees are allowed to voluntarily work a “Compressed Work Schedule” (CWS). CWS is an alternative work schedule to the traditional five 8.5 workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completed the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

The Contractor awarded this contract, with agreement by the COR, may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contracts, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility. Additionally, the contractor, with specific work plans and agreement by the COR, may allow 1 or 2 employees to work in a telecommute status.

7.2 Place of Performance.

NAS Patuxent River, MD - Needs to be within 30 miles of NAS Patuxent River, MD. The Contractor awarded this contract will be expected to interface with Government customers at the NAVAIR IPT building at 47123 Buse Road on board NAS Patuxent River, MD. Additionally, the government customers may elect to meet occasionally at the contractors’ local facility.

Onsite (Government) - 0% - Contractor work force will have access to Govt spaces, but will not be provided either desk space, or an NMCI (NexGen) seat in the Program Office.

Offsite (Contractor) - 100% Primary place of work for the conduct of this tasking shall be at the contractors’ facility.

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

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available at: http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms.

(b) SAAR-N forms will be submitted to the 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.

The following Statement of Work Addendum is hereby added to the existing Statement of Work:

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

STATEMENT OF WORK ADDENDUM

(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 Section C, Paragraph 7.1, Work Schedule, **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 [REDACTED] 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

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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.

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SECTION D PACKAGING AND MARKING

Items 4000-4050, 4100-4150, and 7000-7050 - Packaging and marking are not applicable to these items. Items 6000-6050, 6100-6150, and 9000-9050 - Packing 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.

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

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

<u>CLIN</u>	<u>Inspection At</u>	<u>Inspection By</u>	<u>Inspection At</u>	<u>Inspection By</u>
4000	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4050	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6050	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4110	Destination	Government	Destination	Government
4150	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6110	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
7300	Destination	Government	Destination	Government
7310	Destination	Government	Destination	Government
9300	Destination	Government	Destination	Government

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance Plan (QASP), Attachment 1, to the contract.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/16/2012 - 8/15/2013
4050	8/1/2012 - 7/31/2013
4100	8/16/2013 - 8/15/2014
4150	8/1/2013 - 7/31/2014
6000	8/16/2012 - 8/15/2013
6050	8/1/2012 - 7/31/2013
6100	8/16/2013 - 8/15/2014
6150	8/1/2013 - 7/31/2014
7000	8/16/2014 - 8/15/2015
7050	8/1/2014 - 7/31/2015
7100	8/16/2015 - 12/4/2015
7200	12/5/2015 - 10/14/2016
7300	10/15/2016 - 8/15/2017
9000	8/16/2014 - 8/15/2015
9050	8/1/2014 - 7/31/2015
9100	9/16/2015 - 12/4/2015
9200	12/5/2015 - 10/14/2016
9300	10/15/2016 - 8/15/2017

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

Services to be performed hereunder will be provided at the contractor site within 30 miles from Patuxent River, Maryland.

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

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 2.5.1.14

(2) ACO, Code S0512A

(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.

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(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 Electronic Submission to the COR.

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SECTION G CONTRACT ADMINISTRATION DATA

Order G-1 TYPE OF CONTRACT

This is a cost plus fixed fee term task order.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated

Stephanie Dunlap
AIR-2.5.1.14
21983 Bundy Rd.
Building 441
Patuxent River, MD 20670
(301) 995-4038

as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following:

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.

In addition, in accordance with 5252.242-9511 Contract Administration Data (NAVAIR)(SEP 2012), the following duties are assigned to the COR:

- Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost
- Manage contractor use of government property
- Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules
- Ensure contractor compliance with contractual quality assurance requirements
- Review and evaluate for technical adequacy the contractor's logistic support, maintenance, and modification programs.
- Ensure timely submission of required reports
- Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems

(b) The effective period of the COR designation is the period of performance of this contract.

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

- (1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e.,

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one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

X (4) ***Line item specific: by fiscal year.*** **If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.**

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year

(10) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions-- (i) Provide a significantly better reflection of how funds will be expended in support of contract performance. (ii) Are agreed to by the payment office and the contract administration office.

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

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The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

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” (DFAR 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://wawf.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/3521/>. 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://wawf.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, DD 250 Only)

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

Issue DODAAC ___N00421_____

Admin DODAAC __S0512A_____

Pay Office DODAAC ____HQ0339_____

Inspector DODAAC _____

Service Acceptor DODAAC __S0512A_____

Service Approver DODAAC __S0512A_____

Ship To DODAAC ____See Section F_____

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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 comment(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:

(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. Contractor 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.

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.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount (s) presently available and allotted to this contract for

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payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
CLIN 4000	██████████	██████████	16 August 2012 - 15 August 2013
CLIN 6000	\$ 35,000.00	\$ 0.00	16 August 2012 - 15 August 2013
CLIN 4100	██████████	██████████	16 August 2013 - 15 August 2014
CLIN 6100	\$ 39,800.00	\$ 0.00	16 August 2013 - 15 August 2014
CLIN 7000	██████████	██████████	16 August 2014 - 15 August 2015
CLIN 9000	\$ 56,265.49	\$ 0.00	16 August 2014 - 15 August 2015
CLIN 7100	██████████	██████████	16 August 2015 - 04 December 2015
CLIN 9100	\$35,819.03	\$0.00	16 September 2015 - 04 December 2015
CLIN 7200	██████████	██████████	05 December 2015 - 30 September 2016
CLIN 9200	\$40,132.75	\$0.00	05 December 2015 - 30 September 2016
CLIN 7300	██████████	██████████	01 October 2016 - 15 August 2017
CLIN 9300	\$25,688.45		01 October 2016 - 15 August 2017

(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 4000, 4100, 6000, 6100, 7000, 7100, 7200, 7300, 9200, and 9300 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for 484 hours.

The following details funding to date:

CLINS 4000 and 6000:

Total Cost for Base Period - **\$780,163.92**

Funds for this Action - \$0.00

Funding Available - \$780,163.92

Balance Unfunded - **\$0.00**

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CLINS 4100 and 6100

Total Cost for Option 1- **\$708,437.00**

Funds for this Action - \$0.00

Funding Available - \$708,437.00

Balance Unfunded - **\$0.00**

CLINS 7000 and 9000:

Total Cost for Option 2- **\$801,363.69**

Funds for this Action -\$0.00

Funding Available - \$801,363.69

Balance Unfunded - **\$0.00**

CLINS 7100 and 9100

Total Cost for Extension - \$230,275.67

Funds for this Action- \$0.00

Funding Available - \$216,456.64

Balance Unfunded - \$13,819.03

CLINS 7200 and 9200

Total Cost for Extension - \$671,583.11

Funds for this Action- \$0.00

Funding Available - \$671,583.11

Balance Unfunded - \$0.00

CLINS 7300 and 9300

Total Cost for Extension- \$361,337.03

Funds this Action-\$40,675.00

Funding Available-\$361,337.03

Balance Unfunded-\$0.00

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) as changed as a result of 2008 Rolling Admissions

(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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the 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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun 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 determined 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

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

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): FAR 42.302(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>.

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.

Accounting Data

SLINID	PR Number	Amount
400001	1300237243-0001	305000.00
LLA :		
AA 1721804 4A2A 251 00019 0 050120 2D 000000 A60001302213		
COST CODE: A60001302213		
CIN: 130023724300011		
400002	1300237243-0001	90000.00
LLA :		
AB 1721804 4A2A 251 00019 0 050120 2D 000000 A50001302213		
COST CODE: A50001302213		
CIN: 130023724300012		
400003	1300237243-0001	45000.00
LLA :		
AC 1721810 43SC 251 00019 0 050120 2D 000000 A70001302213		
COST CODE: A70001302213		
CIN: 130023724300014		
400004	1300237243-0001	45000.00
LLA :		
AD 1721810 43SC 251 00019 0 050120 2D 000000 A80001302213		
COST CODE: A80001302213		
CIN: 130023724300016		

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600001 1300237243-0001 5000.00
 LLA :
 AB 1721804 4A2A 251 00019 0 050120 2D 000000 A50001302213
 COST CODE: A50001302213
 CIN: 130023724300013

600002 1300237243-0001 5000.00
 LLA :
 AC 1721810 43SC 251 00019 0 050120 2D 000000 A70001302213
 COST CODE: A70001302213
 CIN: 130023724300015

600003 1300237243-0001 5000.00
 LLA :
 AD 1721810 43SC 251 00019 0 050120 2D 000000 A80001302213
 COST CODE: A80001302213
 CIN: 130023724300017

BASE Funding 500000.00
 Cumulative Funding 500000.00

MOD 01

400005 1300237243-0002 67564.00
 LLA :
 AE 1731810 43SC 251 00019 0 050120 2D 000000 A70001302213
 CIN 130023724300018

MOD 01 Funding 67564.00
 Cumulative Funding 567564.00

MOD 02 Funding 0.00
 Cumulative Funding 567564.00

MOD 03

400006 62000.00
 LLA :
 AF 1721804 4A2A 251 00019 0 050120 2D 000000 A60001302213
 CIN 130023724300019

400007 28200.00
 LLA :
 AH 1721810 43SC 251 00019 0 050120 2D 000000 A80001302213
 CIN 130023724300020

400008 102400.00
 LLA :
 AG 1721810 43SC 251 00019 0 050120 2D 000000 A70001302213
 CIN 130023724300022

600004 8000.00
 LLA :
 AH 1721810 43SC 251 00019 0 050120 2D 000000 A80001302213
 CIN 130023724300021

600005 12000.00
 LLA :
 AG 1721810 43SC 251 00019 0 050120 2D 000000 A70001302213
 CIN 130023724300023

MOD 03 Funding 212600.00
 Cumulative Funding 780164.00

MOD 04 Funding 0.00
 Cumulative Funding 780164.00

MOD 05 Funding 0.00
 Cumulative Funding 780164.00

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MOD 06 Funding 0.00
Cumulative Funding 780164.00

MOD 07 Funding 0.00
Cumulative Funding 780164.00

MOD 08

410001 1300371137 350815.00
LLA :
AJ 1731804 4A2A 251 00019 0 050120 2D 000000 A00001855537
Standard Number: N/A
CIN 130037113700010

410002 1300371137 134926.00
LLA :
AK 1731810 43SC 251 00019 0 050120 2D 000000 A10001855537
Standard Number: n/a
CIN 130037113700030

410003 1300371137 182896.00
LLA :
AL 1731810 43SC 251 00019 0 050120 2D 000000 A20001855537
Standard Number: n/a
CIN 130037113700050

610001 1300371137 21900.00
LLA :
AJ 1731804 4A2A 251 00019 0 050120 2D 000000 A00001855537
Standard Number: n/a
CIN 130037113700020

610002 1300371137 6500.00
LLA :
AK 1731810 43SC 251 00019 0 050120 2D 000000 A10001855537
Standard Number: n/a
CIN 130037113700040

610003 1300371137 11400.00
LLA :
AL 1731810 43SC 251 00019 0 050120 2D 000000 A20001855537
Standard Number: n/a
CIN 130037113700060

MOD 08 Funding 708437.00
Cumulative Funding 1488601.00

MOD 09

700001 1300442684 303403.20
LLA :
AM 1741804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A00002413159
CIN 130044268400010

700002 1300442684 128530.00
LLA :
AN 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A10002413159
CIN 130044268400030

700003 1300442684 228165.00
LLA :
AP 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A20002413159
CIN 130044268400050

900001 1300442684 37500.00
LLA :
AQ 1741804 4A2A 252 00019 0 050120 2D 000000 COST CODE: A00002413159
CIN 130044268400020

900002 1300442684 12382.00

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LLA :
AR 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A10002413159
CIN 130044268400040

900003 1300442684 6383.49

LLA :
AS 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A20002413159
COST CODE: A20002413159

MOD 09 Funding 716363.69
Cumulative Funding 2204964.69

MOD 10

700001 1300442684 (303403.20)

LLA :
AM 1741804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A00002413159
CIN 130044268400010

700002 1300442684 (128530.00)

LLA :
AN 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A10002413159
CIN 130044268400030

700003 1300442684 (228165.00)

LLA :
AP 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A20002413159
CIN 130044268400050

700004 1300442684-0001 228165.00

LLA :
AT 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A30002413159
CIN 130044268400080

900001 1300442684 (37500.00)

LLA :
AQ 1741804 4A2A 252 00019 0 050120 2D 000000 COST CODE: A00002413159
CIN 130044268400020

900002 1300442684 (12382.00)

LLA :
AR 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A10002413159
CIN 130044268400040

900003 1300442684 (6383.49)

LLA :
AS 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A20002413159
COST CODE: A20002413159

900004 1300442684-0001 6383.49

LLA :
AU 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A30002413159
CIN 130044268400090

MOD 10 Funding -481815.20
Cumulative Funding 1723149.49

MOD 11

700001 1300442684 303403.20

LLA :
AM 1741804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A00002413159
CIN 130044268400010

700002 1300442684 128530.00

LLA :
AN 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A10002413159
CIN 130044268400030

900001 1300442684 37500.00

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LLA :
AQ 1741804 4A2A 252 00019 0 050120 2D 000000 COST CODE: A00002413159
CIN 130044268400020

900002 1300442684 12382.00

LLA :
AR 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A10002413159
CIN 130044268400040

MOD 11 Funding 481815.20
Cumulative Funding 2204964.69

MOD 12

700005 1300442684-0003 85000.00

LLA :
AV 1741810 43SC 251 00019 0 050120 2D 000000 COST CODE: A10002413159
CIN 130044268400092

MOD 12 Funding 85000.00
Cumulative Funding 2289964.69

MOD 13

710001 1300519447 194456.64

LLA :
AW 1751804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A00003013994
CIN 130051944700001

MOD 13 Funding 194456.64
Cumulative Funding 2484421.33

MOD 14

910001 1300519447-0001 22000.00

LLA :
AX 1751804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A00003013994
CIN 130051944700003

MOD 14 Funding 22000.00
Cumulative Funding 2506421.33

MOD 15

720001 1300539921 93811.00

LLA :
AY 1761810 43SC 251 00019 0 050120 2D 000000 COST CODE: A00003194303
CIN 130053992100001

720002 1300539921 91879.00

LLA :
AZ 1761804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A10003194303
CIN 130053992100003

920001 1300539921 6000.00

LLA :
BA 1761810 43SC 251 00019 0 050120 2D 000000 COST CODE: A00003194303
CIN 130053992100002

920002 1300539921 5000.00

LLA :
BB 1761804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A10003194303
CIN 130053992100004

MOD 15 Funding 196690.00
Cumulative Funding 2703111.33

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MOD 16

720003 1300539921-0001 213877.50
 LLA :
 BC 1761804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A10003194303
 CIN 130053992100005

920003 130539921-0001 17132.75
 LLA :
 BD 1761804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A10003194303
 CIN 130053992100006

MOD 16 Funding 231010.25
 Cumulative Funding 2934121.58

MOD 17 Funding 0.00
 Cumulative Funding 2934121.58

MOD 18

720004 1300539921-0003 66000.00
 LLA :
 BA 1761810 43SC 251 00019 0 050120 2D 000000 COST CODE: A00003194303
 CIN 130053992100011

720005 1300539921-0003 165882.85
 LLA :
 BD 1761804 4A2A 251 00019 0 050120 2D 000000 COST CODE: A10003194303
 CIN 130053992100013

920004 1300539921-0003 12000.00
 LLA :
 BA 1761810 43SC 251 00019 0 050120 2D 000000 COST CODE: A00003194303
 CIN 130053992100012

MOD 18 Funding 243882.85
 Cumulative Funding 3178004.43

MOD 19

730001 1300539921-0004 88000.00
 LLA :
 BE 1761810 43SC 251 00019 0 050120 2D 000000 A00003194303
 CIN 130053992100015

730002 1300539921-0004 108617.00
 LLA :
 BF 1761506 47C2 251 00019 0 050120 2D 000000 A20003194303
 CIN 130053992100017

930001 1300539921-0004 8000.00
 LLA :
 BE 1761810 43SC 251 00019 0 050120 2D 000000 A00003194303
 CIN 130053992100016

930002 1300539921-0004 7000.00
 LLA :
 BG 1761506 47C2 251 00019 0 050120 2D 000000 A20003194303
 CIN 130053992100018

MOD 19 Funding 211617.00
 Cumulative Funding 3389621.43

MOD 20 Funding 0.00
 Cumulative Funding 3389621.43

MOD 21

730003 1300630458 14632.00

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LLA :
 BH 1771804 4A2A 251 00019 0 050120 2D 000000 A00003893224
 CIN 130063045800001

730004 1300630458 24086.58

LLA :
 BJ 1771810 43SC 251 00019 0 050120 2D 000000 A10003893224
 CIN 130063045800002

930003 1300630458 1688.45

LLA :
 BK 1771810 43SC 251 00019 0 050120 2D 000000 A10003893224
 CIN 130063045800003

MOD 21 Funding 40407.03
 Cumulative Funding 3430028.46

MOD 22 Funding 0.00
 Cumulative Funding 3430028.46

MOD 23

730005 1300630458-0001 23590.00

LLA :
 BH 1771804 4A2A 251 00019 0 050120 2D 000000 A00003893224
 CIN 130063045800004

730006 1300630458-0001 40048.00

LLA :
 BK 1771810 43SC 251 00019 0 050120 2D 000000 A10003893224
 CIN 130063045800005

930004 1300630458-0001 5000.00

LLA :
 BK 1771810 43SC 251 00019 0 050120 2D 000000 A10003893224
 CIN 130063045800006

MOD 23 Funding 68638.00
 Cumulative Funding 3498666.46

MOD 24

730007 1300630458-0002 14150.00

LLA :
 BL 1771804 4A2A 251 00019 0 050120 2D 000000 A00003893224
 CIN 130063045800007

730008 1300630458-0002 22525.00

LLA :
 BK 1771810 43SC 251 00019 0 050120 2D 000000 A10003893224
 CIN 130063045800008

930005 1300630456-0002 4000.00

LLA :
 BK 1771810 43SC 251 00019 0 050120 2D 000000 A10003893224
 CIN 130063045800009

MOD 24 Funding 40675.00
 Cumulative Funding 3539341.46

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (February 2011) (AIR-2.5.1)

- (a) The task order includes an option associated with each period of performance 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 anytime during the task order 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 Performance Based Statement of Work and 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).
 - (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

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(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 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

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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 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.

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

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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.

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

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(a) During the performance of this contract, the Government may use an independent services contractor 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, 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 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

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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.

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

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e 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

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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 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) (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.

5252.210-9501 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

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these documents, select the Quick Search link on the site home page.

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

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

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

5252.243-9504 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 issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

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(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:

2.5.1.14

21983 Bundy Road, Bldg 441

Patuxent River, MD 20670

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SECTION I CONTRACT CLAUSES

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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 3 years provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 36 months.

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.

(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)

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The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the NAS 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

Name: Stephanie Dunlap

E-mail: Stephanie.dunlap@navy.mil

Activity: NAVAL AIR WARFARE CENTER AD-PAX
AIR-2.5.1.14

Address: 21983 Bundy Road.
Bldg 441

Telephone: (301) 995-4038

All losses are to have the permanent badges returned to

Security Officer

Naval Air Station

Patuxent River, MD

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

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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 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.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List

Attachment 1 - Quality Assurance Surveillance Plan

Attachment 2 - DD Form 254, Contract Security Classification Specification