

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to:

1. Exercise option period III; exercised CLINs 7300, 7301, 9300, and 9310
2. To apply funding on CLINs 7300, 7310, 9300, and 9310
3. Update clause 5252.232-9104 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 \$2,645,153.97 by \$843,697.64 to \$3,488,851.61.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
730001	APN	0.00	543,517.90	543,517.90
731001	O&MN,N	0.00	263,455.44	263,455.44
930001	APN	0.00	24,482.87	24,482.87
931001	O&MN,N	0.00	12,241.43	12,241.43

The total value of the order is hereby increased from \$2,884,038.18 by \$843,697.64 to \$3,727,735.82.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7300	0.00	543,517.90	543,517.90
7310	0.00	263,455.44	263,455.44
9300	0.00	24,482.87	24,482.87
9310	0.00	12,241.43	12,241.43

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 1 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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
7000	R706	Base Period: Services in accordance with Statement of Work (SOW) paragraph 3.1; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████
700001	R706	Funding in Support of CLIN 7000 (APN)					
700002	R706	Funding in Support of CLIN 7000 (APN)					
700003	R706	Funding in Support of CLIN 7000 (APN)					
7010	R706	Base Period: Services in accordance with Statement of Work (SOW) paragraph 3.2, Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	██████████
701001	R706	Funding in Support of CLIN 7010 (O&MN,N)					
701002	R706	Funding in Support of CLIN 7010 (O&MN,N)					
701003	R706	Funding in Support of CLIN 7010 (O&MN,N)					
701004	R706	Funding in Support of CLIN 7010 (O&MN,N)					

For Cost Type / NSP Items

7020		Data (NSP)	1.0	LO			NSP
------	--	------------	-----	----	--	--	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R706	Option Period I: Services in accordance with Statement of Work (SOW) paragraph 3.1; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████
710001	R706	Funding in support of CLIN 7100 (APN)					
710002	R706	Funding in support of CLIN 7100 (APN)					
7110	R706	Option Period I: Services in accordance with Statement of Work (SOW) paragraph 3.2; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	██████████

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
711001	R706	Funding in support of CLIN 7110 (O&MN,N)					
711002	R706	Funding in support of CLIN 7110 (O&MN,N)					
711003	R706	Funding in support of CLIN 7110 (O&MN,N)					

For Cost Type / NSP Items

7120	Data (NSP)	1.0	LO	NSP
------	------------	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R706	Option Period II: Services in accordance with Statement of Work (SOW) paragraph 3.1; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████
720001	R706	Funding in the support of CLIN 7200 (APN)					
720002	R706	Funding in the support of CLIN 7200 (APN)					
7210	R706	Option Period II: Services in accordance with Statement of Work (SOW) paragraph 3.2; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	██████████
721001	R706	Funding in the support of CLIN 7210 (O&MN,N)					
721002	R706	Funding in the support of CLIN 7210 (O&MN,N)					
721003	R706	Funding in the support of CLIN 7210 (O&MN,N)					

For Cost Type / NSP Items

7220	Data (NSP)	1.0	LO	NSP
------	------------	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R706	Option Period III: Services in accordance with Statement of Work (SOW) paragraph 3.1; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████
730001	R706	Funding in the support of CLIN 7300 (APN)					

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 3 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7310	R706	Option Period III: Services in accordance with Statement of Work (SOW) paragraph 3.2; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO			
731001	R706	Funding in the support of CLIN 7310 (O&MN,N)					

For Cost Type / NSP Items

7320	Data (NSP)	1.0	LO	NSP
------	------------	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R706	Option Period IV: Services in accordance with Statement of Work (SOW) paragraph 3.1; Cost-Plus-Fixed-Fee (CPFF). (APN) Option	1.0	LO			
7410	R706	Option Period IV: Services in accordance with Statement of Work (SOW) paragraph 3.2; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N) Option	1.0	LO			

For Cost Type / NSP Items

7420	Data (NSP)	1.0	LO	NSP
------	------------	-----	----	-----

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	Base Period: Other Direct Costs (Travel & Material) in support of CLIN 7000. Cost Reimbursement (No Fee). (APN)	1.0	LO	\$59,930.44
900001	R706	Funding in Support of CLIN 9000 (APN)			
900002	R706	Funding in Support of CLIN 9000 (APN)			
9010	R706	Base Period: Other Direct Costs (Travel & Material) in support of CLIN 7010. Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	\$19,976.81
901001	R706	Funding in Support of CLIN 9010 (O&MN,N)			
901002	R706	Funding in Support of CLIN 9010 (O&MN,N)			
901003	R706	Funding in Support of CLIN 9010 (O&MN,N)			
9050	R706	Base Period: NMCI in support of CLIN 7000. Cost Reimbursement (No Fee). (APN)	1.0	LO	\$16,328.84
905001	R706	Funding in Support of CLIN 9050 (APN)			
9060	R706	Reserved (O&MN,N)	1.0	LO	\$0.00

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 4 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
906001	R706	Funding in Support of CLIN 9060 (O&MN,N)			
9100	R706	Option Period I: Other Direct Costs (Travel & Material) in support of CLIN 7100. Cost Reimbursement (No Fee). (APN)	1.0	LO	\$33,614.29
910001	R706	Funding in support of CLIN 9100 (APN)			
910002	R706	Funding in support of CLIN 9100 (APN)			
9110	R706	Option Period I: Other Direct Costs (Travel & Material) in support of CLIN 7110. Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	\$13,445.71
9150	R706	Reserved (APN) Option	1.0	LO	\$0.00
9160	R706	Reserved (O&MN,N) Option	1.0	LO	\$0.00
9200	R706	Option Period II: Other Direct Costs (Travel and Material) in support of CLIN 7200. Cost Reimbursement (No Fee). (APN)	1.0	LO	\$24,907.67
920001	R706	Funding in the support of CLIN 9200 (APN)			
920002	R706	Funding in the support of CLIN 9200 (APN)			
9210	R706	Option Period II: Other Direct Costs (Travel & Material) in support of CLIN 7210. Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	\$12,453.83
921001	R706	Funding in the support of CLIN 9210 (O&MN,N)			
9250	R706	Reserved (APN) Option	1.0	LO	\$20,320.34
9260	R706	Reserved (O&MN,N) Option	1.0	LO	\$0.00
9300	R706	Option Period III: Other Direct Costs (Travel & Material) in support of CLIN 7300. Cost Reimbursement (No Fee). (APN)	1.0	LO	\$24,482.87
930001	R706	Funding in the support of CLIN 9300 (APN)			
9310	R706	Option Period III: Other Direct Costs (Travel & Material) in support of CLIN 7310. Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	\$12,241.43
931001	R706	Funding in the support of CLIN 9310 (O&MN,N)			
9350	R706	Reserved (APN) Option	1.0	LO	\$0.00
9360	R706	Reserved (O&MN,N) Option	1.0	LO	\$0.00
9400	R706	Option Period IV: Other Direct Costs (Travel & Material) in support of CLIN 7400. Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	\$24,972.53
9410	R706	Option Period IV: Other Direct Costs (Travel & Material) in support of CLIN 7410. Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	\$12,486.26
9450	R706	Reserved (O&MN,N)	1.0	LO	\$0.00

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 5 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9460	R706	Reserved (O&MN,N)	1.0	LO	\$0.00
		Option			

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 6 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

H-1 Light/Attack Helicopter Program Integrated Logistics Support (ILS)

1.0 SCOPE

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

This task order calls for the support of various logistics functional leads, including the Lead Product Support Manager (PSM), Assistant Program Manager for Logistics (APML), respective Principal Deputy APMLs (PDAPMLS), and the respective IPT Deputy APMLs. The requirement is to provide Integrated Logistics Support (ILS) program management and logistics support services in acquisition and sustainment.

The requirements in this Statement of Work (SOW) are delineated by specific platform type model series (AH-1, UH-1 Series) and by types of appropriated funds.

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

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

The above elements may include: Performance Based Logistics (PBL), logistics support analysis, ILS element support requirements, provisioning, technical data and publications (paper & electronic), Title 10 Core Depot establishment, Public Private Partnerships (PPPs), Reliability and Maintainability (R&M) analysis and support, modification planning and management, Integrated Maintenance Program (IMP), readiness analysis and reporting, Integrated Logistics Support Management System (ILSMS), Item Unique Identification(IUID), demand modeling &

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 7 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

projection (spares/repairs, support equipment, publications), administration of the Resource Allocation and Management Program (RAMP) database, Naval Air Logistics Command Management Information System (NALCOMIS) baseline management, OOMA, review and update of logistics programmatic planning documents, Operating Material and Supplies (OM&S), and the Naval Air Systems Command (NAVAIR) procurement process including Procurement Initiation Document/Procurement Request (PID/PRs), and other programmatic documents.

2.0 APPLICABLE DOCUMENTS

Applicable documents that apply to this Statement of Work (SOW) are listed below. This list is not exclusive and other documents may apply. The most recent versions, as of contract award, are necessary for proper performance under this contract. Unless otherwise specified, the revision number and date for each specification or standard cited within this SOW shall be that listed in the DoD Issuances (formerly Department of Defense (DoD) Index of Specifications and Standards (DODISS) dated 1 July 1994). DoD directives can be accessed on line at: <http://www.dtic.mil/whs/directives/index.html>

- DoDD 5001.1 The Defense Acquisition System
- DoDI 5002 Operation of the Defense Acquisition System
- DoDD 5000-2R Mandatory Procedures for Major Defense Acquisition Programs
- NAVAIRINST 4130.1D
- MIL-HDBK-61A
- NAVAIR 00-25-300 Series
- NAVAIRINST 4790.35

Other applicable Navy directives, Instructions, Handbooks, and policy-driven documentation, as determined by mission need via the Program Office, or as detailed in this Statement of Work, may be required for the execution of this tasking.

3.0 REQUIREMENTS

3.1 GENERAL LOGISTICS MANAGEMENT SUPPORT (CLINs 7000, 7100, 7200, 7300, 7400 (APN-1)). The contractor shall:

3.1.1 Provide logistics program management support to the PSM, the APML/Military Lead, the AH-1Z and UH-1Y PDAPMLs, and the Air Vehicle and Engines, Sensors and Weapons, Avionics, and Software Integration IPTs. Provide subject matter experts (SMEs) in support of acquisition and sustainment logistics activities and products throughout the program life cycle. Provide logistics program management support to the Integrated Product Teams (IPTs) and Support Activities as required to ensure successful completion of the IPT process.

3.1.2 Assess logistics performance of current support systems for ILS Planning purposes. The review shall measure both quantitative and qualitative performance of traditional logistics databases as well as emerging concepts and support system constraints related to both processes

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 8 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

and unit level execution protocols tailored to the H-1 mission. Concepts of Naval Aviation Enterprise, Airspeed, Theory of Constraints, and Six-Sigma shall be considered for application to these analyses.

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

3.1.4 Apply the necessary quantitative and qualitative methodologies in cooperation with the Logistics Element Managers (LEMs), Original Equipment Manufacturers (OEMs), and the user community to assess the impact of ILS shortfalls or potential for possible improvements to the AH-1Z and UH-1Y while in production. Provide detailed descriptions of identified issues and/or opportunities in support of this task. Conduct analysis in order to document recommendations for improvement.

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

3.1.6 Provide recommendations for corrections/improvements for supportability plans, supply support plans, spares analyses, support equipment plans, technical data development plans and depot requirements analyses.

3.1.7 Provide technical recommendations relating to H-1 Upgrades using data resulting from on-going activities, such as the LES PMR, Logistics Management Reviews (LMRs), Type/Model /Series (TMS) meetings, as well as other readiness-related reviews, meetings, briefs, and activities.

3.1.8 Provide technical recommendations for the development and updating of program management briefings for the PSM, APML, and PDAPMLs. Program Management briefings include the PMR brief, TMS briefs, LES PMR, and other similar briefs.

3.1.9 Update program planning documents. Provide technical analysis & review of various discrete activities within each logistics and integrated product team area, assess interrelationships and dependencies of all activities, and compare these with established milestones and constraints in support of the H-1 Upgrades program. Recommend schedules for each discrete activity and provide recommendations for the schedules that ensure the accomplishment of program timelines. Support for logistics programmatic documentation in support of the H-1 Program Logistics Management shall include the following:

3.1.10 Update the H-1 Upgrades Life Cycle Sustainment Plan (LCSP).

3.1.11 Update the Logistics Requirements Funding Summary (LRFS), as well as the respective IPT-related LRFSs in support of production and engineering change orders. The LRFS shall include funding requirements and justification for all the elements of logistics. The LRFS shall be updated utilizing approved automated tools. Ensure alignment between Spend Plan and

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 9 of 57	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

LRFS, and ensure coordination between the LRFS and the LCSP.

3.1.12 Review and provide recommended changes to the Weapons System Planning Document (WSPD) annually and facilitate a review by all stakeholders.

3.1.13 Coordinate between the various logistics team members and the Program Office IMS POC to develop and update the the Integrated Master Schedule (IMS) for logistics.

3.1.14 Provide technical recommendations to the Government for consideration for the development of SOWs and Contract Data Requirements Lists (CDRLs) for post award-procurement actions and ECPs.

3.1.15 Assist with development and implementation of the Integrated Maintenance Program (IMP), and Depot standup. Provide technical inputs related to accelerating depot stand-up, to include planning, provisioning, facilities etc. Provide recommendations in implementation of associated PPPs and PBLs.

3.1.16 Provide recommendations for logistics cost and readiness improvements in support of the H-1 Program Logistics Management. Provide recommendations for implementing comprehensive affordable readiness plans for the initial procurement of weapon systems, subsystems and support systems. Utilizing command-developed templates, the comprehensive affordable readiness plans shall contain: support cost reduction targets; defined initiatives to achieve those targets; metrics that will be used to measure program progress.

3.1.17 Perform production cost analysis; assess the logistics supportability and affordability of the weapon system and provide recommendations for Reduction of Total Ownership Cost (R-TOC) projects. This assessment shall include alternatives and identification of advantages and disadvantages of various logistics concepts.

3.1.18 Review and analyze various cost drivers and develop status reports and mitigation plans in support of the H-1 program PSM/APML/PDAPMLs.

3.1.19 Participate in should cost initiatives and briefings. Identify potential should cost candidates and analysis to justify should costs savings.

3.1.20 Maintenance Planning and Design Interface. The contractor shall:

3.1.20.1 Deliver recommendations on maintenance planning and design interface matters to include: review of and providing recommendations and inputs to the Supportability Analysis Plan (SAP), Logistics Support Analyses (LSA), Maintenance Philosophy, Maintenance Plans, Reliability Centered Maintenance (RCM) data, and Level of Repair Analysis (LORA).

3.1.20.2 Review and assess existing, new, and/or modified prime contractor and/or vendor supportability plans and strategies, as well as logistics plans and analyses in order to: 1) identify potential supportability related shortfalls; 2) provide inputs to Government developed design changes or support alternatives to improve the supportability related characteristics of the H-1 aircraft support system; 3) recommend a Plan of Action and Milestones (POA&M) for approved corrective actions that effects those changes; and 4) provide written recommendations and a POA&M for improvements during development or modifications of aircraft.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 10 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.1.20.3 Provide inputs to Maintenance Planning reviews, to include defining elements of logistics support required with SMEs for all technical and Logistics Management Information (LMI) data meetings.

3.1.20.4 Review and assess prime contractor(s') supportability analyses in support of the H-1 program. Assess adequacy of the SAP in meeting aircraft availability requirements and make strategic recommendations.

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

3.1.20.6 Provide recommendations and inputs to development of a plan to transition the LMI database from the prime Contractor to the organic FST. Identify risks and risk mitigation plans to support the LMI database transition.

3.1.21 Supply Support. The contractor shall:

3.1.21.1 Conduct analyses on the H-1 aircraft supply support posture in order to determine if spares requirements to support H-1 readiness objectives related to initial fielding, squadron standup, CONUS and OCONUS operations are adequate. Synthesize configuration data in order to define all parts peculiar to the H-1 production aircraft. Review and analyze historical reliability and spares usage data from various sources including commercial/Government reporting systems to project demand areas for H-1 WRAs and consumables.

Provide recommendations that optimize total spares cost and achieve Readiness Goals using knowledge of spares modeling programs. Utilize H-1 Squadron and Detachment Concept of Operations to define sparing scenarios applicable to H-1 aircraft production program.

3.1.22 Weapons System Support Activity (WSSA). The contractor shall:

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

3.1.23 Diminishing Manufacturing Sources and Material Shortages (DMSMS). The contractor shall:

3.1.23.1 Keep abreast of NAVAIR's DMSMS directives, instructions and best business practices in support of the H-1 upgrades production program.

3.1.23.2 Work with Government and Industry SMEs to provide input to the PMA-276 DMSMS Plan.

3.1.23.3 Determine cost effects on the total ownership cost and provide recommendations to the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 11 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

PSM on DMSMS management strategies designed to improve availability and cost avoidance to the program.

3.1.24 Site Activation. The contractor shall:

3.1.24.1 Analyze supportability effectiveness at new H-1 operational sites. Identify significant issues by ILS element and support requirements. Provide recommendations for correcting all deficiencies identified. Utilize program documents to support updates to the IMS and validate site activation requirements.

3.1.25 Configuration Management (CM). The contractor shall:

3.1.25.1 Provide logistics technical input to the PMA-276 CM Program and to the respective IPTs to ensure that production ECPs meet NAVAIR criteria for executability and supportability. An ECP Analysis shall be qualitative and include a description of deficiencies with recommended corrections in accordance with NAVAIRINST 4130.1D, MIL-HDBK-61A, and NAVAIR 00-25-300 Series.

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

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

3.1.26 Supportability Test and Evaluation. The contractor shall:

3.1.26.1 Provide logistics support to the test program and support assessments of various logistics products (tech pubs, SE, and so forth).

3.1.27 Condition Based Maintenance + (CBM+). The contractor shall:

3.1.27.1 Support CBM+ for PMA-276. Such support shall include the review and assessment of different toolsets in order to determine best fit for H-1 and providing feedback to the Enterprise team. Support shall also include reviewing various CBM+ demonstrations for H-1 and providing metrics that capture readiness improvements and/or cost savings resulting from implementation.

3.1.27.2 Technical Publications -- provide recommendations and assist in development of a plan to transition the technical publications from the prime Contractor to the organic FST. Identify risks and risk mitigation plans to support the technical publication database transition.

3.2 GENERAL LOGISTICS MANAGEMENT SUPPORT (CLINs 7010, 7110, 7210, 7310, 7410 (O&M, N). The contractor shall:

3.2.1 Provide logistics program management support to the PSM, the APML/Military Lead, the AH-1Z and UH-1Y PDAPMLs, and the Air Vehicle and Engines, Weapons, Mission Systems, and Avionics DAPMLs. Provide SMEs in support of acquisition and sustainment logistics activities and products throughout the program life cycle. Provide logistics program management support to the IPTs and Support Activities as required to ensure successful completion of the IPT process.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 12 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.2.2 Prepare logistics programmatic conference agendas, briefs, and presentation materials compatible with the latest multimedia systems. These conferences are attended primarily by the Program Office (Logistics), the Field Activities, and the Fleet. The contractor shall prepare conference agendas and meeting minutes; conference scheduling, location identification, draft program planning briefs and presentation material; track action chits and monitor milestones to ensure timely implementation; track action chits and monitor milestones to ensure timely implementation; attendance and participation at subject reviews.

3.2.3 Track Flying Hour Program (FHP) cost impacts. This tasking includes tracking and analyzing fleet costs and readiness performance, and providing briefings and status as directed.

3.2.4 Configuration Management (CM). The contractor shall:

3.2.4.1 Provide logistics technical support to the PMA-276 CM Program and to the respective IPTs to ensure ECPs meet NAVAIR criteria for executability and supportability. The ECP Analysis shall be qualitative and include a description of deficiencies with recommended corrections in accordance with NAVAIRINST 4130.1D, MIL-HDBK-61A, and NAVAIR 00-25-300 Series. The contractor shall coordinate with CM such activities as: Technical Directives, Rapid Action Minor Engineering Changes (RAMECs), Bulletins, and communication with Logistics Element Managers (LEMs), Industry, and Fleet activities.

3.2.5 Fleet Readiness. The contractor shall:

3.2.5.1 Identify processes for the utilization and incorporation of Fleet Common Operating Environment (FCOE) tool sets in order to perform aircraft component condition monitoring, data interpretation, statistical analysis on H-1 Integrated Mechanical Diagnostic System (IMDS), operational, maintenance, cost, and supply data. This process analysis shall include: identification of excessive repair cost, trend analysis of components with reduced life spans or components which require increased repair actions, and identification of potential safety issues.

3.2.5.2 Provide proof-of-concept analysis of FCOE processes for applicability in support of H-1 Program Logistics Management and Conditions Based Maintenance (CBM) cost and readiness improvements. Perform root cause analysis in order to provide recommendations for reducing Total Ownership Cost by increasing reliability, improving tech pubs, support equipment, readiness, material availability, and reducing Direct Maintenance Man Hours per Flight Hour (DMMHFH). Root cause analysis shall include actual-to-baseline deviations which will provide the Government with business case analysis derived Courses of Action (COA). Archive findings to support future investigation and monitor COA results.

3.2.5.3 Perform aggregate analysis of exceedances across the fleet (fleet, squadron, and single aircraft). Assess flight data and fleet maintenance action forms (MAFs) for trends; Provide root cause analysis, BIT/Smart Aircraft Data Correlation, statistical analysis of operational and maintenance cost data to support cost reduction initiatives, readiness improvement processes; continuous maintenance planning; budget planning and execution; supply chain performance; Influence industry to drive Cost and Readiness.

4.0 Navy Marine Corps Internet (NMCI)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 13 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Effective 01 October 2015, the Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this contract/order. Coordination of these services is to be conducted through the COR. Disposition or transfer instructions of previously acquired NMCI assets will be provided by the PCO as appropriate

5.0 OTHER REQUIREMENTS

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

Microsoft Windows 7

Microsoft Project 2007

Microsoft Office Suite 2007

Adobe Acrobat X

6.0 SECURITY (Revised in Mod 07)

6.1 The work to be performed under this contract may involve access to, handling or and generation of classified and controlled unclassified material. Investigative requirements for Department of the Navy (DON) contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). During performance of this contract, contractor personnel may require classified or controlled unclassified access to Government facilities or installations; and/or to DOD Information Technology (IT) systems including networks, to perform sensitive or non-sensitive duties. Background Investigations will be conducted for Contractors and its Subcontractors, under this contract, requiring classified and controlled unclassified access to Government facilities or installations, Common Access Card (CAC), and IT-I or IT-II level system networks. The Contractor shall flow the following requirements down in all subcontracts when the Subcontractor shall be required to have classified or unclassified access to Government facilities or installations; and/or to a DoD IT systems including networks to perform sensitive or non-sensitive duties in support of this contract.

The contractor is required to contact the COR for information on base access. The Contractor can refer to the AIR 7.4 website for more information including POCs and Frequently Asked Questions (FAQ). From MyNAVAIR choose "Security (7.4)" then choose "Physical Security." There are several documents listed that provide further information. The link below will take you directly to the FAQ from the Security website:

https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_0_42267_843_1062_46541_43/http://pxcpo013.navair.navy.mil;11930/collab/docman/download/246896/0/0/0/FAQPAX.doc

7.0 OPSEC Plan (CDRL A003)

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

8.0 STANDARDS OF QUALITY AND TIMELINESS

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 14 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

8.1 Quality is measured by the utilization of approved standard operating procedures and a comprehensive understanding and communication of required tasks. Timeliness is measured by the on-time completion of program objectives, test events, and deliverables. Both quality and timeliness are measured by customer feedback, both formal and informal. Further guidance on these standards is delineated in the Surveillance Activity Checklist (SAC) (Attachment P8).

9.0 NON-DISCLOSURE AGREEMENTS

9.1 In the performance of the contract, the contractor may have access to non-public proprietary information. The contractor shall require that any employee performing services under the task order execute a non-disclosure agreement. The non-disclosure agreement shall acknowledge the contractor and employees' duties with respect to non-public information and promise to comply with those obligations. A copy of the executed non-disclosure agreements shall be provided to the Government.

In addition to complying with the terms and conditions of NAVAIR 5252.209-9510 with respect to proprietary data of third parties, and DFARS 252.227-7025 with respect to technical data, the contractor shall use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained in the course of performing the contract only for Government-related purposes, and shall not do so for any commercial or personal purpose.

In the event that the contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or on-going agreement with respect to which contract services are to be performed, the contractor shall consider such interest a potential conflict of interest under NAVAIR 5252.209-9510(g) and promptly disclose it to the Contracting Officer.

10.0 IDENTIFICATION BADGES

10.1 Common Access Cards (CACs) will be issued by the Government to on-site contractor personnel. In accordance with NASPAXRIV Instruction 5510.15L, May 31, 2006, identification badges must be displayed at all times. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to all applicable regulations concerning their use and possession. Identification (ID) media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not be able to complete check out for contractor personnel unless all media, including CACs, are returned in accordance with the instruction identified previously in this paragraph.

11.0 MINIMUM PERSONNEL REQUIREMENTS

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 15 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below.

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.

Experience and years of experience

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.

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 16 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

LABOR CATEGORY QUALIFICATIONS

Key Personnel:

Senior Program Manager, (Key) – Acts as the overall lead, manager and administrator for the contracted effort of ACAT I and II programs or manages across multiple teams. Directs efforts of cross-competency team(s) to include contractors at multiple locations. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Regularly briefs senior leadership on program status and milestones. Oversees contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.

Education – MS or MA degree in a Business, Management, Logistics, Business Related, Operations Research, Program Management, and/or Engineering Degrees. ALLOWABLE SUBSTITUTION: A BS or BA degree and an additional four (4) years of experience can be substituted for an MS or MA degree.

Experience – At least twelve (12) years of professional experience in the Defense acquisition, three (3) years of which must have been in the previous six (6) years, in support of Navy Acquisition management; and a minimum of three (3) years supervisory experience. Experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience managing different phases of weapon system acquisition, including Concept Development, SD&D. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 17 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

Senior Acquisition/Operations Logistics Manager/Onsite Lead, (Key) – Knowledgeable in a wide range of logistics issues (equivalent to PSM/PDAML knowledge level)

-assists the PSM, PDAPMLs, DAPMLs and logistics team in depot stand-up planning and execution

-assists the PSM and PDAPML in logistics strategic planning to posture the PMA and the Fleet for future readiness success

- assists the PSM in the development of Performance Based Logistics (PBL) opportunities. Works with the Program Office and NAVSUP in this capacity

- understands Operating and Support (O&S) cost issues and assists the PSM in identifying solutions that will effectively reduce O&S costs

- provides the PSM updates to the Life Cycle Sustainment Plan (LCSP)

- evaluates Integrated Logistics Support (ILS) shortfalls and recommends solution sets for possible improvements

- completes and reviews Supportability Analysis in support of internal Program Office planning that may affect logistics support posture and/or configuration

- provides technical support to Program Office Logistics Requirements to include Integrated Logistics Assessments (ILAs), Logistics Requirements Funding Summaries (LRFS), and other related logistics documents generated by the Program Office

- provides recommendations for Reducing Total Ownership Costs (R-TOC)

-provides recommendations for should cost candidates and initiatives

- produces reports in Excel and other MS products and produces Power Point Briefs

Education: BS or BA degree.

Experience: At least eight (8) years of experience in acquisition and/or operational logistics support/maintenance engineering, plus three years' experience out of the last eight years in Program Management. Experience must include: Four years supervising/directing at least three acquisition/operations logisticians in the performance of comprehensive analysis across the spectrum of ILS elements during a job assignment in or in support of an operational command. Four years of specific experience in acquisition and/or operational logistics planning which demonstrates the ability to perform independent work to provide logistics and support system effectiveness analysis, studies and evaluations. ALLOWABLE SUBSTITUTION: Twenty (20) years of experience in acquisition and/or operational logistics support/maintenance engineering at the non-commissioned/senior non-commissioned officer level (in combination) and/or at the warrant and/or field grade officer or higher level may be substituted for six (6) years of experience; an MS or MA degree may be substituted for two (2) years operations logistics experience.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 18 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Senior Logistics Analyst (Key) – Must be knowledgeable and experienced in the Integrated Logistics Support Management System (ILSMS) tool and capable of performing the following data analyst functions:

- perform top down systems analysis to the component level
- identify components that impact fleet readiness and are increasing cost to the Flying Hour Program account
 - identify trends in component health that will allow effective root cause analysis
 - perform multi-system analysis of RFT gap drivers
 - identify trends to facilitate effective root cause analysis
- provide standardized output reports, to include top 10-20 cost and readiness drivers, that are used by the Program Office for root cause analysis and TMS briefing requirements
- work with the Cost Department and assists them determine Cost Per Flight Hour (CPFH) impacts based on the implementation of initiatives being pursued that will affect cost
 - produce reports in Excel and other MS products and produces Power Point Briefs
 - attend and participate in Program Office Logistics meetings/reviews

Education: BS or BA degree. **ALLOWABLE SUBSTITUTION:** An additional five (5) years of acquisition or operational logistics management experience may be substituted for a BS or BA degree.

Experience: At least ten (10) years' experience in acquisition Level of Repair Analysis (LORA), Maintenance Planning, Logistics Support/Supportability Analysis, Operational Availability analysis, or resource requirements analysis related to in-service support of DoD weapons systems. Four years' experience supervising and directing at least three logistics analysts in the performance of comprehensive analyses across the spectrum of ILS elements, during a job assignment in an Acquisition Command or supporting an acquisition command. Life Cycle Costing experience desired.

Senior Logistics Analyst (Key) – Knowledgeable on aircraft systems to include Fleet Readiness and sustainment issues.

- performs logistics readiness functions. Knowledgeable in technical manuals and can effectively read publications and determine if publication procedures are accurate
- capable of taking poor performing components, completing analysis/research, and producing Future Readiness Initiatives (FRIs) and other similar NAVAIR solution opportunities for additional funding
- understands the Fleet readiness reporting (AMSRR) tool and ensures the Program Office is kept informed on urgent Fleet readiness concerns that are impacting readiness (i.e. spikes in demand)
- participates in NAVSUP/DLA scheduled Integrated Line of Balance (ILOB) and Line of

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 19 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Balance (LOB) drumbeat meetings and can explain the impact to Fleet readiness when AVDLRs and consumable material is not available to the Fleet

- assists the Program Office Readiness Lead in completing the "Six Pack" reports (Upgrade and Legacy platforms)
- understands the 'big picture' relationship between production, NAVSUP reporting, Depot stand-up that reflects a TOTAL overall health and way forward for problematic components
- collaborates with the Reliability and Maintainability (R&M) team and understands component failure modes and can assist IPTs in the identification of possible cost solution sets (low cost and correction of deficiencies) that will improve component reliability
 - produces reports in Excel and other MS products and produces Power Point Briefs
 - attends and participates in Program Office Logistics meetings/reviews

Education: BS or BA degree. ALLOWABLE SUBSTITUTION: An additional five (5) years of acquisition or operational logistics management experience may be substituted for a BS or BA degree.

Experience: At least ten (10) years' experience in acquisition Level of Repair Analysis (LORA), Maintenance Planning, Logistics Support/Supportability Analysis, Operational Availability analysis, or resource requirements analysis related to in-service support of DoD weapons systems. Four years' experience supervising and directing at least three logistics analysts in the performance of comprehensive analyses across the spectrum of ILS elements, during a job assignment in an Acquisition Command or supporting an acquisition command. Life Cycle Costing experience desired.

Non-Key Personnel:

Senior Logistics Manager – Senior Logistics support for DAPMLs for ILS areas of Avionics, Air Vehicle, Engines, Software Integration and Sensors and Weapons. Performs various tasks related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

Education: BS or BA degree. ALLOWABLE SUBSTITUTION: An additional five (5) years of recent relevant experience can be substituted for a BS or BA degree. A MS or MA degree or designation as a Certified Professional Logistician (CPL) from the International Society of

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 20 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Logistics (SOLE) can be substituted for two (2) years of logistics experience.

Experience: At least ten (10) years experience in operational logistics/maintenance engineering. Four (4) years experience supervising and directing the activities of at least three operational technicians in the performance of comprehensive analysis across the spectrum of ILS elements during a job assignment in an Operational Command or supporting an Operational Command. Four (4) years of operational (fleet support) logistics support experience. Four (4) years of specific experience in operational logistics planning and management which demonstrates the ability to perform independent work to provide logistics planning, scheduling, execution and support system effectiveness analysis, studies and evaluations in support of DoD weapons systems and equipment.

Senior Operations Logistics Manager – Provides guidance and support for logistics managers/DAPMLs in performing logistics planning and management functions in support of in-service aircraft, weapon systems, training, or SE programs. Reviews recommended changes from fleet and other activities, Engineering Change Proposals (ECPs), Site Activation Schedules, Weapon Systems Planning Documents, Navy Training Plans, Production Training and Support Equipment schedules and independent technical investigations. Provide support and participate in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT), Maintenance Engineering /Logistics reviews and other technical and logistics meetings. Manages the efforts of junior logistics personnel. Prepare lessons learned for process improvement for new acquisition programs. This labor category shall perform various tasks related to the development of detailed business processes such as LRFS, CAVITS, PBL Strategies, Issue Sheets, LECP, FRIs, Degraders, and CPFH management. In addition, individual will be responsible for the performance of various tasks related to the development of cost and trend analysis to defend logistics planning with respect to logistics footprint across the platform, provisioning of spares, depot and squadron standup as well as reduction of total ownership cost (RTOC) to include development of BCAs to support program decisions.

Education – BS or BA degree. ALLOWABLE SUBSTITUTION: An additional five (5) years of recent relevant experience can be substituted for a BS or BA degree. A MS or MA degree or designation as a Certified Professional Logistician (CPL) from the International Society of Logistics (SOLE) can be substituted for two (2) years of logistics experience.

Experience – At least ten (10) years’ experience in operational logistics/maintenance engineering. Four (4) years’ experience supervising and directing the activities of at least three operational technicians in the performance of comprehensive analysis across the spectrum of ILS elements during a job assignment in an Operational Command or supporting an Operational Command. Four (4) years of operational (fleet support) logistics support experience. Four (4) years of specific experience in operational logistics planning and management which demonstrates the ability to perform independent work to provide logistics planning, scheduling, execution and support system effectiveness analysis, studies and evaluations in support of DoD weapons systems and equipment.

Logistics Analyst – Provides support to Senior Logistics Manager and to the Program Office APML/DAPMLs and LEMs across the full spectrum of ILS elements. Support SMEs for respective organizations, including IMRL, SE, P&P, Tech Data, etc. Performs various tasks

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 21 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Utilizes ILSMS for data analysis and development of reports, briefs and slides. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

Education – BS or BA degree. ALLOWABLE SUBSTITUTION: An additional five (5) years of acquisition or operational logistics management experience may be substituted for a BS or BA degree.

Experience – At least six (6) years of experience in operational logistics support/maintenance engineering, or Demonstrated Master Logistician (DML) plus three (3) years of recent experience in acquisition logistics/maintenance engineering. Three (3) years experience in technical analysis of operational ILS requirements. Three (3) years of specific experience in operational logistics planning. Experience or education demonstrating ability to perform ILS studies, analysis, and evaluations in support of DoD weapons systems/equipment. ALLOWABLE SUBSTITUTION: An MS or MA degree may be substituted for two (2) years of operations logistics experience.

Logistician II – Performs various tasks related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Utilizes different toolsets for readiness analysis. Performs analysis to identify problematic issues and areas for Fleet cost savings; to include analysis of Fleet maintenance action forms for trends and looking at flight exceedences and thresholds. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

Experience: At least three (3) years of experience in defense life-cycle (acquisition) logistics.

Education: BS or BA degree and working towards Professional Logistics Certification.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 22 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

ALLOWABLE SUBSTITUTION: An additional one (1) year of experience working in direct support of Defense life-cycle logistics can be substituted for a BS or BA degree.

12.0 SECURITY CLEARANCE REQUIREMENTS

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

Position/labor category	Security Clearance Level	Date Required
Senior Acq/Op Log Manager/Onsite Lead	Secret	At time of award
Senior Operations Logistics Manager	Secret	At time of award
Senior Logistics Analyst	Secret	At time of award
Logistics Analyst	Secret	At time of award
Logistician II	Secret	At time of award
Senior Logistics Manager	Secret	At time of award
Senior Program Manager	Secret	At time of award

13.0 Reserved

14.0 DELETED

15.0 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA). The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

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

16.0 The Contractor shall participate in a bi-weekly meeting to support the effort/tasking required by the SOW. Tasking will be delegated from the COR/ACOR to the Program Manager, Senior and other Key Personnel at the bi-weekly meeting. Tasking may be delegated more frequently on an ad hoc basis from the COR/ACOR to the Program Manager, Senior as deemed necessary.

17.0 DELIVERABLE DOCUMENTATION

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

- Monthly Funds and Expenditure Report (CDRL A001)
- Monthly Status Report (CDRL A002)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 23 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Operations Security (OPSEC) Plan (**CDRL A003**) – One-time delivery

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 24 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e Multiple Award Basic Contract. Some Deliveries may contain classified information.

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) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 25 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled n/a. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CLIN	Inspection At	Inspection By	Accept At	Accept By
7000	Destination	Government	Destination	Government
7010	Destination	Government	Destination	Government
7020	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7110	Destination	Government	Destination	Government
7120	Destination	Government	Destination	Government
7200	Destination	Government	Destination	Government
7210	Destination	Government	Destination	Government
7220	Destination	Government	Destination	Government
7300	Destination	Government	Destination	Government
7310	Destination	Government	Destination	Government
7320	Destination	Government	Destination	Government
7400	Destination	Government	Destination	Government
7410	Destination	Government	Destination	Government
7420	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9010	Destination	Government	Destination	Government
9050	Destination	Government	Destination	Government
9060	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9110	Destination	Government	Destination	Government
9150	Destination	Government	Destination	Government
9160	Destination	Government	Destination	Government
9200	Destination	Government	Destination	Government
9210	Destination	Government	Destination	Government
9250	Destination	Government	Destination	Government
9260	Destination	Government	Destination	Government
9300	Destination	Government	Destination	Government
9310	Destination	Government	Destination	Government
9350	Destination	Government	Destination	Government
9360	Destination	Government	Destination	Government
9400	Destination	Government	Destination	Government

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 26 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9410 Destination Government Destination Government
9450 Destination Government Destination Government
9460 Destination Government Destination Government

5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998) (Added in Mod 05)

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

(b) Name: Steven Cannaday, AIR 6.6.1.8

Address: 48202 Bronson Road

Bldg. 2805 2nd Deck

Patuxent River, MD 20670

Tel: (301) 757-0475

Email: Steven.Cannaday@navy.mil

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 27 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/6/2015 - 8/5/2016
7010	9/6/2015 - 8/5/2016
7100	8/6/2016 - 8/5/2017
7110	8/6/2016 - 8/5/2017
7200	8/6/2017 - 8/5/2018
7210	8/6/2017 - 8/5/2018
7300	8/6/2018 - 8/5/2019
7310	8/6/2018 - 8/5/2019
9000	9/6/2015 - 8/5/2016
9010	9/6/2015 - 8/5/2016
9050	9/6/2015 - 8/5/2016
9060	9/6/2015 - 8/5/2016
9100	8/6/2016 - 8/5/2017
9110	8/6/2016 - 8/5/2017
9200	8/6/2017 - 8/5/2018
9210	8/6/2017 - 8/5/2018
9300	8/6/2018 - 8/5/2019
9310	8/6/2018 - 8/5/2019

CLIN - DELIVERIES OR PERFORMANCE

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

7000	9/6/2015 - 8/5/2016
7010	9/6/2015 - 8/5/2016
7100	8/6/2016 - 8/5/2017
7110	8/6/2016 - 8/5/2017
7200	8/6/2017 - 8/5/2018
7210	8/6/2017 - 8/5/2018
7300	8/6/2018 - 8/5/2019
7310	8/6/2018 - 8/5/2019
9000	9/6/2015 - 8/5/2016
9010	9/6/2015 - 8/5/2016
9050	9/6/2015 - 8/5/2016
9060	9/6/2015 - 8/5/2016
9100	8/6/2016 - 8/5/2017
9110	8/6/2016 - 8/5/2017
9200	8/6/2017 - 8/5/2018

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 28 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9210	8/6/2017 - 8/5/2018
9300	8/6/2018 - 8/5/2019
9310	8/6/2018 - 8/5/2019

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

7400	8/6/2019 - 8/5/2020
7410	8/6/2019 - 8/5/2020
9150	8/6/2016 - 8/5/2017
9160	8/6/2016 - 8/5/2017
9250	8/6/2017 - 8/5/2018
9260	8/6/2017 - 8/5/2018
9350	8/6/2018 - 8/5/2019
9360	8/6/2018 - 8/5/2019
9400	8/6/2019 - 8/5/2020
9410	8/6/2019 - 8/5/2020
9450	8/6/2019 - 8/5/2020
9460	8/6/2019 - 8/5/2020

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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 n/a.

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

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

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 29 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

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

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

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

H-1 Product Support Team Lead
PMA-276
47123 Buse Road, Bldg 2272, RM 161,
Patuxent River MD 20670.

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

The services to be performed herein shall be performed at Government Site at Patuxent River, MD.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 30 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

O9RA Invoice Instructions (NAVSEA) (Jan 2008) (Deleted in Mod 05)

11RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011) (Added in Mod 05)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://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 documentation is available under Resources at <http://wawftraining.com>.

(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, DD250 Only)

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

Issue DODAAC N00421

Admin DODAAC S2101A

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 31 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Pay Office DODAAC HQ0338

Inspector DODAAC n/a

Service Acceptor DODAAC N00421

Service Approver DODAAC Block 6 of TO Cover

Ship To DODAAC See Section F

DCAA Auditor DODAAC _____

LPO DODAAC n/a

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) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order bases, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries by individual labor categories, rates, and hours (both straight time and overtime) invoices; as well as a cost breakdown of ODC's (material and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODC's, materials and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver emails 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 award that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

Contracting Officer Representative: Steven Cannaday Steven.Cannaday@navy.mil

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

(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.)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 32 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 lien 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., 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 AFRN within a contract line item, the payment office shall 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 shall 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.

(4) Line item specific: by fiscal year. 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.

(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 shall 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 shall 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 shall 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 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.

(10) Contract-wide: by cancellation date. The payment office shall 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.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 33 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[] (11) Contract-wide: proration. The payment office shall 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; and

(ii) Are agreed to by the payment office and the contract administration office.

Notes:

Using the payment instructions in paragraphs b(1) through b(6) above requires that the contracting officer document in the contract file that there are significant benefits of requiring contractor identification of the contract line item on the payment request or document why "Other" must be used.

- When selecting payment instructions, a combination of contract wide and line item specific instructions may not be used in the same contract or order. Contracting Officers shall not issue retroactive payment instructions. All payment instructions changes shall be effective as of the date of the implementing modification

- If multiple paragraphs are checked, identify the applicable contract line items, subline items or contract type at the end of the paragraph

- The applicability statement shall be completed in accordance with the instructions below:

-- Payment instructions shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied. Payment instructions shall not be mixed within a level by contract type. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract type. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item.

For contracts or orders that contain a combination of fixed-price, cost reimbursement, and/or time-and-materials/labor-hour line items, they shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items).

For contracts or orders that contain foreign military sales requirements, they shall include instructions for distribution of the contract financing payments to each country's account.

09RA 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, or "fixed fee" in "cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payment 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 [REDACTED] 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 requirements 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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 34 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 requirements, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week in the base year, and 292, 252, 252, & 252 hours respectively in option periods I-IV. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(f) The Task Order Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 35 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

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 underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 36 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(SEP 2012) (Deleted in Mod 05)

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(SEP 2012) (Added in Mod 05)**

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

<p>*As outlined in communiqué 12-21, functions/duties assigned to the COR should only be those that are not being performed by DCMA and that are inherent to the PCO (e.g., surveillance). Functions/duties that are NOT inherent to the PCO should be assigned to a Technical Point of Contact (TPOC) by the requiring activity (e.g., base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), etc.). Also, ensure adequate separation of duties in accordance with NMCARS 5203.101, Standards of Conduct, so that a single individual does not have sole authority or control of initiation of requirements and also receipt, inspection, and acceptance of supplies and/or services.</p>
<p>Conduct surveillance of contractor performance in accordance with basic contract Quality Assurance Surveillance Plan (QASP)</p> <p>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.</p>
<p>(30) When contractors request Government property—</p> <p>(i) Evaluate the contractor's requests for Government property and for changes to existing Government property and provide appropriate recommendations to the contracting officer;</p> <p>(ii) Ensure required screening of Government property before acquisition by the contractor;</p> <p>(iii) Evaluate the use of Government property on a non-interference basis in accordance with the clause at 52.245-9, Use and Charges;</p> <p>(iv) Ensure payment by the contractor of any rental due; and</p> <p>(v) Modify contracts to reflect the addition of Government-furnished property and ensure appropriate consideration.</p>
<p>(38) Ensure contractor compliance with contractual quality assurance requirements (see Part 46).</p>
<p>(39) Ensure contractor compliance with contractual safety requirements.</p>
<p>(58) Ensure timely submission of required reports.</p>
<p>(67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems</p>

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) (Revised in Mod 06)

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

Sea Clause 5252.232-9104 Allotment of Funds (MAY 1993)				
Base Year:	<u>Allotted to Cost</u>	<u>Allotted to Fee</u>	<u>Total</u>	<u>Performance Period</u>
CLIN 7000 (Labor -APN)	\$ [REDACTED]	[REDACTED]	[REDACTED]	6 Sep 15- 5 Aug 16
CLIN 7010 (Labor- OMN&N)	\$ [REDACTED]	[REDACTED]	[REDACTED]	6 Sep 15- 5 Aug 16
CLIN 9050 (ODCs- OMN&N)	\$ [REDACTED]	[REDACTED]	[REDACTED]	6 Sep 15- 5 Aug 16
Option Year I:				
CLIN 7100 (Labor -APN)	\$ [REDACTED]	[REDACTED]	[REDACTED]	6 Aug 16- 5 Aug 17
CLIN 7110 (Labor- OMN&N)	[REDACTED]	[REDACTED]	[REDACTED]	6 Aug 16- 5 Aug 17
CLIN 9100 (ODCs-APN)	\$ 31,054.60	\$ -	\$ 31,054.60	6 Aug 16- 5 Aug 17
Option Year 2:				
CLIN 7210 (Labor- OMN&N)	[REDACTED]	[REDACTED]	[REDACTED]	6 Aug 17 - 5 Aug 18
CLIN 9210 (ODCs- OMN&N)	\$12,453.83	\$-	\$12,453.83	6 Aug 17 - 5 Aug 18
CLIN 7200 (Labor- APN)	[REDACTED]	[REDACTED]	[REDACTED]	6 Aug 17 - 5 Aug 18
CLIN 9200 (ODC-APN)	\$24,907.67		\$24,907.67	6 Aug 17 - 5 Aug 18
Option Year 3:				
CLIN 7300 (Labor- APN)	\$ [REDACTED]	[REDACTED]		6 Aug 18 - 5 Aug 19

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 38 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CLIN 7310 (Labor- OMN&N)				6 Aug 18 - 5 Aug 19
CLIN 9300 (ODC-APN)	\$24,482.87	\$-		6 Aug 18 - 5 Aug 19
CLIN 9310 (ODCs-OMN&N)	\$12,241.43	\$-		6 Aug 18 - 5 Aug 19

(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 N/A 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:

Base Year: 15,782 hours

Option I Total: 12,646 hours (CLIN 7100-APN-1 - 10,176 hours; CLIN 7110-OMN - 2,470 hours)

Option II Total: 12,207 hours (CLIN 7200-APN-1 - 8,222 hours; CLIN 7210-OMN - 3,985 hours)

Option III Total: 12,096 hours (CLIN 7300-APN-1 - 8,256 hours; CLIN 7310-OMN - 3,840 hours)

The following details funding to date:

Base Year	Amounts
CLIN 7000-Total CPMF Value:	\$756,010.14
CLIN 7000-Funds Applied:	\$0.00
CLIN 7000-Funds Available:	\$749,485.81
CLIN 7000-Balance Unfunded:	\$6,524.33
CLIN 7010-Total CPMF Value:	\$274,950.19
CLIN 7010-Funds Applied:	\$0.00
CLIN 7010-Funds Available:	\$192,559.68
CLIN 7010-Balance Unfunded:	\$82,390.51
CLIN 9000-Total Cost Value:	\$59,930.00
CLIN 9000-Funds Applied:	\$0.00
CLIN 9000-Funds Available:	\$35,124.26
CLIN 9000-Balance Unfunded:	\$24,805.74
CLIN 9010-Total Cost Value:	\$19,976.81

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 39 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CLIN 9010-Funds Applied:	\$0.00
CLIN 9010-Funds Available:	\$17,765.18
CLIN 9010-Balance Unfunded:	\$2,211.63
CLIN 9050-Total Cost Value:	\$16,328.84
CLIN 9050-Funds Applied:	\$0.00
CLIN 9050-Funds Available:	\$1,142.21
CLIN 9050-Balance Unfunded:	\$15,186.63
CLIN 9060-Total Cost Value:	\$0.00
CLIN 9060-Funds Applied:	\$0.00
CLIN 9060-Funds Available:	\$0.00
CLIN 9060-Balance Unfunded:	\$0.00
Option Year I	Amounts
CLIN 7100-Total CPFF Value:	\$617,771.65
CLIN 7100-Funds Applied:	\$335,232.38
CLIN 7100-Funds Available:	\$617,771.65 0
CLIN 7100-Balance Unfunded:	\$0.00
CLIN 7110-Total CPFF Value:	\$257,244.53
CLIN 7110-Funds Applied:	\$138,760.00
CLIN 7110-Funds Available:	\$165,485.00
CLIN 7110-Balance Unfunded:	\$91,759.53
CLIN 9100-Total Cost Value:	\$33,614.29
CLIN 9100-Funds Applied:	\$13,400.00
CLIN 9100-Funds Available:	\$31,054.60
CLIN 9100-Balance Unfunded:	\$2,559.69
CLIN 9110-Total Cost Value:	\$13,445.71
CLIN 9110-Funds Applied:	\$0.00
CLIN 9110-Funds Available:	\$13,445.71
CLIN 9110-Balance Unfunded:	\$0.00
Option Year 2	
CLIN 7210-Total Cost Value:	\$260,331.46
CLIN 7210-Funds Applied:	\$260,331.46
CLIN 7210-Funds Available:	\$260,331.46
CLIN 7210-Balance Unfunded	\$0.00
CLIN 9210-Total Cost Value:	\$12,453.83
CLIN 9210-Funds Applied:	\$12,453.83

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 40 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CLIN 9210-Funds Available:	\$12,453.83
CLIN 9210-Balance Unfunded:	\$0.00
CLIN 7200-Total Cost Value:	\$537,072.62
CLIN 7200-Funds Applied:	\$402,803.80
CLIN 7200-Funds Available:	\$537,072.62
CLIN 7200-Balance Unfunded	\$0.00
CLIN 9200-Total Cost Value:	\$24,907.67
CLIN 9200-Funds Applied:	\$18,680.75
CLIN 9200-Funds Available:	\$24,907.67
CLIN 9200-Balance Unfunded:	\$0.00
Option Year 3	
CLIN 7300-Total Cost Value:	\$ 543,517.90
CLIN 7300-Funds Applied:	\$ 543,517.90
CLIN 7300-Funds Available:	\$ 543,517.90
CLIN 7300-Balance Unfunded	\$ 0
CLIN 9300-Total Cost Value:	\$ 24,482.87
CLIN 9300-Funds Applied:	\$ 24,482.87
CLIN 9300-Funds Available:	\$ 24,482.87
CLIN 9300-Balance Unfunded:	\$ 0
CLIN 7310-Total Cost Value:	\$ 263,455.44
CLIN 7310-Funds Applied:	\$ 263,455.44
CLIN 7310-Funds Available:	\$ 263,455.44
CLIN 7310-Balance Unfunded	\$ 0
CLIN 9310-Total Cost Value:	\$ 12,241.43
CLIN 9310-Funds Applied:	\$ 12,241.43
CLIN 9310-Funds Available:	\$ 12,241.43
CLIN 9310-Balance Unfunded:	\$ 0
Overall Funding Applied Thru Mod 11	\$3,488,851.61

Task Order G-2 5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I (NAVAIR) (MAY 2006) (Revised in Mod 06)

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 41 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) Informational SLINs, e.g. 000101, are as follows:

<u>AWD/MOD#</u>	<u>ACRN</u>	<u>SLIN</u>	<u>Amount</u>
Award	AC	700001	\$ 157,718.97
Award	AA	701001	\$ 18,319.59
Award	AB	701002	\$ 134,966.70
Award	AC	900001	\$ 8,106.45
Award	AA	901001	\$ 1,221.17
Award	AB	901002	\$ 14,996.30
Award	AC	905001	\$ 2,136.07
Award	AA	906001	\$ 177.51
Mod 02	AD	700002	\$ 353,012.84
Mod 02	AE	701003	\$ 13,929.39
Mod 02	AF	701004	\$ 25,344.00
Mod 02	AD	900002	\$ 27,017.81
Mod 02	AE	901003	\$ 1,547.71
Mod 03	AC	905001	\$ (993.86)
Mod 03	AA	906001	\$ (177.51)
Mod 04	AG	700003	\$ 238,754.00
Mod 05	AH	710001	\$ 282,539.27
Mod 05	AJ	910001	\$ 17,654.60
Mod 06	AK	710002	\$ 335,232.38
Mod 06	AK	910002	\$ 13,400.00
Mod 06	AL	711001	\$ 26,725.00
Mod 08	AL	711001	\$ 29,718.00
Mod 08	AM	711001	\$ 109,042.00
Mod 09	AN	721001	\$ 15,771.17
Mod 09	AN	721002	\$ 131,040.28
Mod 09	AP	721003	\$ 113,520.01
Mod 09	AP	921001	\$ 12,453.83
Mod 10	AQ	720001	\$134,268.82
Mod 10	AQ	920001	\$6,226.92
Mod 11	AR	720002	\$402,803.80
Mod 11	AR	920002	\$18,680.75
Mod 12	A	730001	\$543,517.90
Mod 12	A	731001	\$263,455.44
Mod 12	A	930001	\$24,482.87
Mod 12	A	931001	\$12,241.43
Total:			\$3,488,851.61

f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 42 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012) (Revised in Mod 05)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
3, 4, 16, 24, 51,	Contracting Officer Representative

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
30,38,39,58,67	Contracting Officer Representative

(c) 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)(JUN 2012)

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

Accounting Data

SLINID	PR Number	Amount
700001	1300512034	157718.97
LLA :		
AC 1751506 U14B 251 00019 0 050120 2D 000000 A00002964802		
Standard Number: n/a		
CIN 130051203400001		
701001	1300515558	18319.59
LLA :		
AA 1751804 4A4N 252 00019 0 050120 2D 000000 A00002988251		
Standard Number: N/A		
CIN 130051555800001		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4130	N00178-04-D-4130-M806	12	43 of 57	

701002	1300510639	134966.70
LLA :		
AB 1751804 4A4N 252 00019 0 050120 2D 000000 A00002955752		
Standard Number: N/A		
CIN 130051063900001		
900001	1300512034	8106.45
LLA :		
AC 1751506 U14B 251 00019 0 050120 2D 000000 A00002964802		
Standard Number: n/a		
CIN 130051203400002		
901001	1300515558	1221.17
LLA :		
AA 1751804 4A4N 252 00019 0 050120 2D 000000 A00002988251		
Standard Number: N/A		
CIN 130051555800002		
901002	1300510639	14996.30
LLA :		
AB 1751804 4A4N 252 00019 0 050120 2D 000000 A00002955752		
Standard Number: N/A		
CIN 130051063900001		
905001	1300512034	2136.07
LLA :		
AC 1751506 U14B 251 00019 0 050120 2D 000000 A00002964802		
Standard Number: n/a		
CIN 130051203400003		
906001	1300515558	177.51
LLA :		
AA 1751804 4A4N 252 00019 0 050120 2D 000000 A00002988251		
Standard Number: N/A		
CIN 130051555800003		
BASE Funding 337642.76		
Cumulative Funding 337642.76		
MOD 01 Funding 0.00		
Cumulative Funding 337642.76		
MOD 02		
700002	1300533964	353012.84
LLA :		
AD 1761506 U14B 251 00019 0 050120 2D 000000 A00003141246		
CIN 130053396400001		
701003	1300533917	13929.39
LLA :		
AE 1761804 4A4N 251 00019 0 050120 2D 000000 A00003141109		
CIN 130053391700001		
701004	1300540804	25344.00
LLA :		
AF 1761804 4A4N 251 00019 050120 2D 000000 A00003202923		
CIN 130054080400001		
900002	1300533964	27017.81
LLA :		
AD 1761506 U14B 251 00019 0 050120 2D 000000 A00003141246		
CIN 130053396400002		
901003	1300533917	1547.71
LLA :		
AE 1761804 4A4N 251 00019 0 050120 2D 000000 A00003141109		
CIN 130053391700002		

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 44 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 02 Funding 420851.75
Cumulative Funding 758494.51

MOD 03

905001 1300512034 (993.86)

LLA :
AC 1751506 U14B 251 00019 0 050120 2D 000000 A00002964802
Standard Number: n/a
CIN 130051203400003

906001 1300515558 (177.51)

LLA :
AA 1751804 4A4N 252 00019 0 050120 2D 000000 A00002988251
Standard Number: N/A
CIN 130051555800003

MOD 03 Funding -1171.37
Cumulative Funding 757323.14

MOD 04

700003 1300566274 238754.00

LLA :
AG 1761506 U14B 251 00019 0 050120 2D 000000 A00003402064
COST CODE: A00003402064
CIN: 130056627400001

MOD 04 Funding 238754.00
Cumulative Funding 996077.14

MOD 05

710001 1300568671 282539.27

LLA :
AH 1761606 U14B 251 00019 0 050120 2D 000000 A00003553520
Standard Number: n/a
CIN#: 130058767100001

910001 1300587671 17654.60

LLA :
AJ 1761506 U14B 251 00019 0 050120 2D 000000 A00003553520
Standard Number: n/a
CIN#: 130058767100002

MOD 05 Funding 300193.87
Cumulative Funding 1296271.01

MOD 06

710002 1300609504 335232.38

LLA :
AK 1771506 U14B 251 00019 0 050120 2D 000000 A00003721791
Standard Number: n/a
CIN#: 130060950400001

711001 1300609612 26725.00

LLA :
AL 1771804 4A4N 251 00019 0 050120 2D 000000 A00003722390
Standard Number: n/a
CIN 13006096100001

910002 1300609504 13400.00

LLA :
AK 1771506 U14B 251 00019 0 050120 2D 000000 A00003721791
Standard Number: N/A

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 45 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CIN#: 130060950400002

MOD 06 Funding 375357.38
Cumulative Funding 1671628.39

MOD 07 Funding 0.00
Cumulative Funding 1671628.39

MOD 08

711002 1300609612-0001 29718.00
LLA :
AL 1771804 4A4N 251 00019 0 050120 2D 000000 A00003722390
CIN 13006096120002

711003 1300609612-0001 109042.00
LLA :
AM 1771804 4A4N 251 00019 0 050120 2D 000000 A10003722390
CIN 130060961200003

MOD 08 Funding 138760.00
Cumulative Funding 1810388.39

MOD 09

721001 1300659437 15771.17
LLA :
AN 1771804 4A4N 251 00019 0 050120 2D 000000 A00004100808
CIN 130065943700001

721002 1300659437 131040.28
LLA :
AN 1771804 4A4N 251 00019 0 050120 2D 000000 A00004100808
CIN 130065943700002

721003 1300659437 113520.01
LLA :
AP 1771804 4A4N 251 00019 0 050120 2D 000000 A10004100808
CIN 130065943700003

921001 1300659437 12453.83
LLA :
AP 1771804 4A4N 251 00019 0 050120 2D 000000 A10004100808
CIN 130065943700004

MOD 09 Funding 272785.29
Cumulative Funding 2083173.68

MOD 10

720001 1300659562 134268.82
LLA :
AQ 1771506 U14B 251 00019 0 050120 2D 000000 A00004101345
CIN 130065956200001

920001 1300659562 6226.92
LLA :
AQ 1771506 U14B 251 00019 0 050120 2D 000000 A00004101345
CIN 130065956200002

MOD 10 Funding 140495.74
Cumulative Funding 2223669.42

MOD 11

720002 1300690998 402803.80

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 46 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

LLA :
AR 1781506 U14B 251 00019 0 050120 2D 000000 A00004355414
CIN 130069099800001

920002 1300690998 18680.75

LLA :
AR 1781506 U14B 251 00019 0 050120 2D 000000 A00004355414
CIN 130069099800002

MOD 11 Funding 421484.55
Cumulative Funding 2645153.97

MOD 12

730001 1300728556 543517.90

LLA :
AS 1781506 U14B 251 00019 0 050120 2D 000000 A10004614456
CIN 130072855600001

731001 1300722600 263455.44

LLA :
AT 1781804 4A4N 251 00019 0 050120 2D 000000 A00004578175
CIN 130072260000001

930001 1300728556 24482.87

LLA :
AS 1781506 U14B 251 00019 0 050120 2D 000000 A10004614456
CIN 130072855600002

931001 1300722600 12241.43

LLA :
AT 1781804 4A4N 251 00019 0 050120 2D 000000 A00004578175
CIN 130072260000001

MOD 12 Funding 843697.64
Cumulative Funding 3488851.61

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 47 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)(NAVAIR) (SEP 2012)

(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. The form and instructions for processing the SAAR-N form are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, **the COR** 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 designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. 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 designated SAAR-N Government Sponsor or TPOC 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.

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

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment n/a. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 48 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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).
- (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 insert the period of prohibition after the date of completion of the contract. (FAR 9.505-1(a))

[] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of insert the period of prohibition after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 49 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 [insert the period of prohibition] 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 such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 50 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

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 <https://assist.dla.mil/online/start/>. 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.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 51 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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.

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. (b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the **Contracting Officer's Representative (COR)** a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The **COR** will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) 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.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 52 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

(c) The contractor agrees that during the first **six months**, 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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 53 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

least one (1) of the individuals proposed for the designated labor category.

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

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

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

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

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

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

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

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

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

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 54 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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:

PCO: AIR-2.5.1.14

21983 Bundy Rd. Bldg. 441

Patuxent River, MD 20670-1127

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT
(NAVAIR)(MAY 2014) (Deleted in Mod 05)**

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 55 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 five years.

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 of contract expiration.

52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

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

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the NAS Patuxent River. 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 TBD. All losses are to have the permanent badges returned to Security Officer, NAS Patuxent River, on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 56 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

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

52.219-6 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.

(End of clause)

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. N00178-04-D-4130-M806	AMENDMENT/MODIFICATION NO. 12	PAGE 57 of 57	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Section J-List of Attachments (Revised in Mod 05)

Attachment 1 - DD 254 Contract Security Classification Specification

Attachment 2 - Reserved

Attachment 3 - Reserved (Mod 05)

Attachment 4 - Surveillance Activity Checklist (SAC)

Attachment 5 - SGFP Excel Form (Added in Mod 05)

Attachment 6- SGFP PDF Form (Added in Mod 05)

Exhibit A - Contract Data Requirements List (CDRLs) A001-A003