

2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 10-Sep-2013	4. REQUISITION/PURCHASE REQ. NO. TBD	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Andromeda Systems Incorporated 3686 Hill Breeze Rd Virginia Beach VA 23452		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4680-M802 10B. DATED (SEE ITEM 13) 01-Jul-2012
CAGE CODE 46LE5	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Patti S. Lindblad, Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janiece M Shall, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Patti S. Lindblad (Signature of person authorized to sign)	15C. DATE SIGNED 09-Sep-2013
	16B. UNITED STATES OF AMERICA BY /s/Janiece M Shall (Signature of Contracting Officer)
	16C. DATE SIGNED 10-Sep-2013

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GENERAL INFORMATION

The purpose of this modification is to 1) deobligate [REDACTED] from SLIN 610001 and 2) update Section G - Contract Administration Data, SEA 5252.232-9104 ALLOTMENT OF FUNDS (May 1993).

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
610001	APN	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4000	R706	Provide logistics support services for PMA 275 in accordance with SOW and CDRLs - Base Year APN. (APN)	1.0	LO	██████████	██████████	██████████
400001	R706	FUNDING TO SUPPORT CLIN 4000 (APN)					
4050	R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services. Base Year APN. (APN) Option	1.0	LO	██████████	██████████	██████████
4100	R706	Provide logistics support services for PMA 275 in accordance with SOW and CDRLs - Option Period 1 APN. (APN)	1.0	LO	██████████	██████████	██████████
410001	R706	Funding to support CLIN 4100. (APN)					
4150	R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services. Option Period 1 APN. (APN) Option	1.0	LO	██████████	██████████	██████████
4200	R706	Provide logistics	1.0	LO	██████████	██████████	██████████

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support services
for PMA 275 in
accordance with
SOW and CDRs -
Option Period 2
APN. (APN)
Option

4250	R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services. Option Period 2 APN. (APN) Option	1.0	LO	██████████	██████████	██████████
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000	R706	ODCs in support of CLIN 4000 (Base Year) APN. (APN)	1.0	LO	██████████
600001	R706	FUNDING TO SUPPORT CLIN 6000 (APN)			
6050	R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services. Base Year APN. (APN) Option	1.0	LO	██████████
6100	R706	ODCs in support of CLIN 4100 (Option Period 1) APN. (APN)	1.0	LO	██████████
610001	R706	Funding in support of CLIN 6100. (APN)			
6150	R706	10% capacity - increased service in accordance	1.0	LO	██████████

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with the Task
Order H-1 clause
- Option for
Increased
Services. Option
Period 1 APN.
(APN)
Option

6200 R706 ODCs in support 1.0 LO [REDACTED]
of CLIN 4200
(Option Period 2)
APN. (APN)
Option

6250 R706 10% capacity - 1.0 LO [REDACTED]
increased service
in accordance
with the Task
Order H-1 clause
- Option for
Increased
Services. Option
Period 2 APN.
(APN)
Option

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

PMA 275

1.0 Introduction: This requirement is for the procurement of Logistics Support Services for V-22 weapon systems. Contractors specifically intent on providing “In Service and Acquisition Logistics Support Services” to the V-22 Program Office must be capable of providing Senior Level Logistics services across the entire spectrum of in service and acquisition logistics. The prospective awardee must be intimately knowledgeable of current high level (DOD initiated) strategies and the role tiltrotor technology will play in meeting these mission requirements. The contractor shall provide performance based logistics management and planning services in support of the V-22 Osprey Weapon System. The contractor shall deliver logistics support performance such as Performance Based Logistics, In Service & Acquisition Support, Logistics program planning and scheduling, performance cost analysis, earned value management analysis, engineering change logistics impact analysis, Reduced Total Ownership Cost analysis (RTOC) and logistics procurement planning services. Primary focus of the V-22 logistics team is to provide world class logistics support for the acquisition of in production aircraft, modifications for fielded aircraft, in crease in service reliability and readiness and reduce total ownership costs.

2.0 Background: The V-22 Tiltrotor Aircraft is the only tiltrotor aircraft in production / flight status in the world. Its revolutionary design is unique to the United States Marine Corps (MV-22) and United States Air Force Special Operation Command (CV-22). The uniqueness of tiltrotor technology presents an additional burden on the prospective awardee in regards to understanding the particular logistics requirements that only a tiltrotor aircraft incur. The uniqueness of the support requirements for this new technology cannot be underestimated. The lack of logistics / maintenance experience which currently exists on V-22 aircraft presents a high demand for logisticians with an in-depth understanding of the technical, as well as logistics support requirements for tiltrotor aircraft.

3.0 Scope of Work: This is a Performance-Based term to consisting of a base year plus 2 one year options. The type of services to be provided for the V-22 Program are In service & Acquisition Logistics Support, Performance Based Logistics (PBL) acquisition and sustainment support, obsolescent management support, maintenance planning support, supportability analysis, facilities (ship/shore) support, risk management support, RTOC analysis and support, operations and sustainment c ost analyses support.

4.0 Applicable Directives: The applicable directives that apply to this task order include are but not limited to:

4.1 DoDD 5001.1 the Defense Acquisition System

4.2 DoDI 5002 Operation of the Defense Acquisition System

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4.3 DoDD 5000.2-R Mandatory Procedures for Major defense Acquisition Programs

4.4 All applicable Navy directives, Instructions, Handbooks, and policy driven documentation.

5.0 Performance Requirements:

5.1 Logistics Management Support. The Contractor shall provide personnel who maintain skill level and expertise of current support personnel in accordance with the requirement of this Task Order. The Contractor must possess the intimate knowledge of documentation, policies and procedures with in the V-22 Joint Program Office (JPO). The contractor shall develop, review, maintain, update, monitor and make recommendations to Logistics Management documentation, to include, but not limited to: the V-22 Joint Acquisition Logistics Support Plan (JALSP), PBL Execution Plan and associated contractual documentation, ALS Data Requirements, ALS Critical Path Method (CPM) Network, the V-22 Integrated Master Schedule (IMS), and Logistics Program Management documentation. The contractor shall understand the requirements and perform tasks for Obsolescence and Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management and Aircraft Modification Program Management.

5.1.1 V-22 Joint Acquisition Logistics Support Plan (JALSP). The Contractor shall develop updates to the existing V-22 JALSP to ensure current Performance Based Logistics (PBL) support philosophy and strategies are documented throughout the seventeen chapters. Areas to be addressed include: (1) sole source versus competitive PBL decision making process for follow on to the initial pbl contracts to the initial pbl contracts, (2) acquisition strategy and financial strategy for PBL contract execution, (3) maintenance philosophy changes driven by navy enterprise (sea strike, sea basing, malsp ii, fleet readiness centers), (4) prime contractor relationships including the PBL provider, (5) joint service driven requirements within a PBL environment, (6) post production support as part of the PBL program, (7) fleet readiness improvement program execution plan, (8) cameo concept of operations and implementation, (9) reduction of total ownership cost (RTOC) program execution plan, (10) logistics management airspeed initiatives, (11) integrated maintenance concept/plan for tiltrotor technology, (12) demil and disposal of V-22 weapon system, and (13) program, logistics and production schedules. the contractor shall focus efforts on navair logistics managers (LMS), logistics element managers (LEMS), and fleet support team (FST) roles and responsibilities in each cognizant area and their interrelationship with the PBL provider, prime contractors, and organic navy depot (in an FRC environment). The Contractor shall review existing logistics documentation, to include, but not limited to: V-22 Weapon System Planning Document, Joint Navy Training Plan, CAMEO Concept of Operations, Computer Resources Life Cycle Management Plan (CRLCMP), IETM Life Cycle Management Plan, Independent Logistics Assessments (ILA), and Initial Operational Capability Supportability Reviews (IOCSR). The Contractor shall develop new documentation when required (i.e., Post Deployment Plan) to ensure the JALSP is the comprehensive ALS reference document for the entire Joint Program.

5.1.1.1 The Contractor shall evaluate existing maintenance and logistics support concepts and the associated impacts of Class I Engineering Change Proposals (ECPs) on them. Where needed, the

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Contractor shall make recommendations for the development of new support concepts and strategies and, when directed, include them in the overarching JALSP. The Contractor shall facilitate the use of existing logistics management products, such as the Integrated Master Schedule (IMS), Site Activation Evaluation Reports (SERs) and Plans (SAPs), V-22 Demil and Disposal Plan, Supportability Analysis (SA) Plan, Reliability Centered Maintenance (RCM)/Age Exploration (AE) Plans, Configuration Management (CM) Plans, PBL execution Plans, and V-22 Acquisition Strategy Reports and Plans, to compliment the data captured within the V-22 JALSP. The Contractor shall utilize references to or lists of attachments to reduce the potential for redundancy within the JALSP. The Contractor shall provide annual reviews and updates of the JALSP to coincide with the V-22 Integrated Logistics Support Management Team Meetings (ILSMT). The Contractor shall provide the necessary briefing materials and developmental status of the JALSP in order to ensure thorough and expeditious review and signature approval within NAVAIR and provide the JALSP in an electronic format with open architecture to enable web-based utilization of the publication among the V-22 Osprey Web and V-22 Program servers. Paper copies of the Plan shall be available upon request.

5.1.2 Performance Based Logistics (PBL) Support - Acquisition/Plans/Documentation. The Contractor shall analyze acquisition strategies (competitive versus sole source), contract types (fixed price, time and material, cost plus fixed fee, cost plus incentive fee), implementation methodologies ('crawl, walk, run', stair step, down select) for V-22 Avionics, Airframe, Drive and Propulsion and Weapons Replaceable Assemblies (WRAs) and make recommendations for performance based support alternatives to the cognizant V-22 Integrate Product Team (IPT) Leads.

5.1.2.1 The Contractor shall evaluate the baseline support concept and evaluate the potential for increased reliability and availability against the V-22 Avionics Roadmap. After analysis of the support concept, the Contractor shall perform Business Case Analyses (BCAs) (per AIR-4.2 direction) of potential alternate methods of support. This analysis shall take into consideration: (1) The current posture of the baseline support concept (what has already been invested); (2) The impact of planned and approved ECPs (both Class I and II); (3) Innovative support elements being implemented (CAMEO for AME/IETMS/NALCOMIS integration, 'readable' Built-in-Test, consumable subassemblies vice repair); and (4) The potential for Industry incentives to improve maintainability, availability and reliability. After the comprehensive analysis is complete, the Contractor shall document the findings and prepare a technical report in accordance with the proposed CDRL A003, identifying the key factors of the analysis and make recommendations for PBL execution which provide the greatest impact on reducing Total Ownership Costs (TOC), reducing the logistics footprint, and increasing the reliability and availability of the component. For Airframe Systems, the Contractor shall evaluate the baseline support concept and evaluate the potential for increased reliability and availability against the results of the Fatigue Test Article (FTA) for structural items and against the engineering life limits for non-structural components. After the analysis of the support concept, the Contractor shall perform BCA (per AIR-4.2 direction) of potential alternate methods of support. This analysis shall take into consideration the same parameters as Avionics systems; however, it shall also include: (1) Structural life tests (for expansion of life limits); (2) Incorporation of new

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structural materials to improve system performance; (3) Innovative IMC inspections/ tasks which prolong the availability of the components; and (4) Performance metrics for dynamic components. After the comprehensive analysis is complete, the Contractor shall document the findings and prepare a technical report in accordance with the proposed CDRL A003, identifying the key factors of the analysis and make recommendations for PBL execution which provide the greatest impact on reducing TOC, reducing the logistics footprint, and increasing the reliability and availability of the component. For Drive and Propulsion Systems, the Contractor shall evaluate the baseline support concept and evaluate the potential for increased reliability and availability against the results of Fleet performance metrics and existing and future PBL contracts (i.e. existing - Mission Care/future - Auxiliary Power Unit). After the analysis of the support concept, the Contractor shall perform BCA (per AIR-4.2 direction) of potential alternate methods of support. This analysis shall take into consideration the same parameters as Avionics systems; however, due to the complexity of these components, it shall include: (1) Documented performance of existing/new PBL contracts for Engine and APU; (2) Innovative IMC approaches to eliminate root cause failures and incentivize component's 'time on wing'; (3) Long term approach to improved performance; and (4) Innovative repair processes/supply considerations to ensure spare asset availability when needed. After the comprehensive analysis is complete, the Contractor shall document the findings and prepare a technical report in accordance with the proposed CDRL A003, identifying the key factors of the analysis and make recommendations for PBL execution which provide the greatest impact on reducing TOC, reducing the logistics footprint, and increasing the reliability and availability of the component.

5.1.2.2 The contract shall provide ALS to include all PBL contractual initiatives. After analysis the contractor shall delineate a phased acquisition approach focusing on the Procurement Planning agreement milestones outlined for each contractual effort. The Contractor shall support the Product Support Manager (PSM) and Product Support Integrator (PSI) in (1) Assist in the preparation of a Sources Sought for industry response, if applicable (2) Document and report progress against the PPA; (3) Perform comprehensive review of system/sub-systems for inclusion in the supply chain market basket in addition to all Logistics disciplines and activities with performance based requirements; (4) Identify required resources, and gather and catalog data items for the establishment of an industry procurement technical data package; (5) Prepare informative briefs and required documentation to support PBL decision making processes and action item documentation, including high level briefing for USMC, USAF, SOCOM, PEO(A), and ASN personnel (6) analyze PBL Program reporting requirement, make recommendation on the establishment of performance metrics and indentify potential reporting mechanisms to facilitate public-private partnerships between Industry and the Government (7) Track and report incentive metrics on PBL contracts and make recommendations on contractual language for implementation of incentive clauses to maximize the benefits of reliability improvement and Fleet support (8) assist the Government preparing all aspects of the acquisition process from request for proposal to contract award including but not limited to: SOO/SOW development, CDRL development coordination/approval, PID documentation and coordination and draft RFP, contract funding documentation and contract modification documentation. (9) Assist Government in post contract award acquisition support including: disseminate contractual data, assist in implementation of contractual reports systems, archive documentation, monitor PBL

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provider performance, assess metric award and prepare necessary documentation, and prepare modification to PBL efforts.

5.1.3 ALS Data Requirements Review. The Contractor shall evaluate ALS data requirements as identified in the Air Vehicle PBL and Mission Care Sustainment contracts and the associated aircraft/engine production contracts, and remaining data deliverables from the ILS-DS-30A-202 EMD Contract. The Contractor shall develop proposed CDRLs for each contractual effort with a focus on ensuring Prime Contractor deliverables are delivered on time and meet the needs of the Sustainment Program. CDRL items are required to ensure continuity of data flow from existing Air Vehicle PBL contract to the follow-on Air Vehicle PBL contracts). The contractor shall monitor CDRL deliverable submissions, review them against contract requirements/DIDs and make recommendations for approval or rejection when required. The Contractor shall prepare the necessary draft correspondence for the V-22 Sustainment Team Lead's signature when applicable. The Contractor shall coordinate with Joint Program Office (JPO) Weapon System Integration (WSI) Data Managers to maintain accurate records of Logistics CDRL requirements within the V-22 Program CDRL Database.

5.1.4 ALS Critical Path Method (CPM) Network. The Contractor shall develop a comprehensive CPM for all logistics activities associated with the successful fielding, sustainment and repair of V-22 aircraft. The schedule input data for the CPM shall be derived from Prime Contractor contractual schedules (aircraft deliveries, support equipment deliveries, IETMs updates, spare and replenishment asset deliveries) and Logistics Program schedule data, to include interactions with USMC Headquarters Transition Task Force (TTF) and USAF Special Operations Command milestones. The Contractor shall gather LM/LEM schedule data from each Logistics IPT and identify predecessor/successor tasks and link the data to form a critical path for major site stand-up/deployment events. The Contractor shall maintain the data on a monthly basis and ensure dissemination to the Logistics Team. Logistics milestones and deliveries shall be aligned to support Fleet requirements as identified in the Weapon System Planning Data (WSPD), Site Activation Plans (SAP), and TF/Program Office Deployment schedules. The Contractor shall evaluate schedule progress with a focus on managing the critical path items. The MV-22 and CV-22 Sustainment IPT Leads shall be briefed on a monthly basis by the Contractor on the progress and/or issues associated with the Logistics schedules. When needed, schedule risk items shall be identified to the V-22 Risk, Issues and Opportunities (RIO) Management Board for added management attention.

5.1.5 Integrated Master Schedule (IMS). The Contractor shall review the Prime Contractor (Bell-Boeing) delivered IMS for all logistics/sustainment related contractual activities, analyze data against program plans and direction, evaluate Prime Contractor performance against planned activities and identify potential/actual schedule slippages which impact the ability of the V-22 Sustainment Team to support Fleet needs. The Contractor shall provide recommendations to reduce the risk of potential issues and provide alternatives to achieving Logistics Program success, in addition to providing any necessary updates to Bell-Boeing for inclusion in the IMS update delivery. The Contractor shall monitor Prime Contractor Earned Value Management System (EVMS) data in relation to awarded logistics contracts and the IMS. EVMS evaluations

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shall focus on schedule variances of associated tasks and the ability to achieve a positive estimate at completion (EAC). EVMS areas of concern shall be cross referenced to the IMS and analyzed for potential impacts. Schedule risks shall be evaluated using the V-22 RIO criteria and documented as part of the RIO Management Process.

5.1.6 ALS Program Management Support. The Contractor shall (as directed) plan, organize and participate in annual Integrated Logistics Support Management Team (ILSMT) Meetings, Semi-annual Supply Support Summit, quarterly Program Management Meetings (PMM), Transition Task Force (TTF) Meetings, Prime Contractor Reviews, Avionics/Airframe/Drives and Propulsion Logistics IPT meetings, Support Equipment TIMs, Supply Support Working Groups, Initial Operational Capability Supportability Reviews (IOCSRs), Independent Logistics Assessments (ILAs), and PBL Development and Implementation Meetings/Teleconferences. When directed, the Contractor shall produce conference agendas, meeting minutes, attendees lists, presentations, and issue/action sheets for meetings in accordance with CDRLS A001, A002, and A003. Electronic presentations, as well as paper copies (black and white or color) shall be provided per the direction of the meeting hosts. Post-meeting evaluations shall include recommendations for enhanced technical discussions, meeting facility requirements and logistical implementation of proposed agendas. Written findings/recommendations shall be provided to the cognizant Government point of contact within thirty days after completion of the meeting.

5.2 Maintenance Planning. The Contractor shall review established V-22 maintenance requirements documented within the V-22 APML approved Maintenance Plans, identify cost-saving alternatives to existing maintenance concepts utilizing a performance based approach, update and develop Mod Block User Logistics Support Summaries (ULSS), assess the transition of Phased Support requirements from organic support to organic capabilities within a PBL environment, and establish processes to ensure maintenance planning data is updated to reflect impacts from approved ECPs.

5.2.1 Maintenance Requirements Reviews. The Contractor shall continually review published maintenance planning data documented in the SA database (LSA 024 Reports) and analyze maintenance concepts for: (1) accurate level of repair documentation; (2) reliability performance/readiness degradation; (3) associated cost realism of support elements; (4) on-aircraft/off-aircraft maintenance task evolution; (5) utilization of innovative maintenance practices; and (6) impacts of proposed engineering changes. The Contractor shall document findings, propose alternative strategies and make recommendations on maintenance concept changes to the cognizant Logistics Manager. Supporting maintenance data analysis shall be provided to ensure accurate maintenance concept decisions can be made. Upon agreement by the V-22 Maintenance Decision Board (MDB) and documented via official Navy correspondence, the approved maintenance concept change shall be flowed down to the LEMs via the SA database.

5.2.1.1 Reliability Centered Maintenance (RCM)/Age Exploration (AE). The Contractor shall review V-22 FST developed RCM and AE tasks to ensure 'on-condition' maintenance philosophies are strictly executed throughout the maintenance planning data. The Contractor shall receive updates to current IRCMs documented RCM and verify data against Fleet usage

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data. Analysis shall be conducted to identify any required changes to the existing logistics support structure and maintenance philosophy. The Contractor shall review AE tasks against existing maintenance concepts, proposed engineering changes and potential PBL initiatives to determine actual system level performance characteristics against proposed concepts. AE tasks shall be reviewed for development of the V-22 Integrated Maintenance Concept (IMC).

5.2.1.2 Integrated Maintenance Concept (IMC). The Contractor shall review proposed IMC tasks developed by the FST RCM/AE Manager. IMC tasks shall be reviewed for overall impact on Fleet readiness, potential initiatives to improve system performance, including engineering changes, and concurrence with approved maintenance plans.

5.2.2 Maintenance Concept Evaluations. The Contractor shall analyze existing maintenance philosophies and perform best value analysis to determine potential hardware components for inclusion in PBL contracts. The Contractor's analysis shall provide the cognizant Product Lead with a clear, concise BCA of alternative support approaches with a recommendation for the approach that results in the best value for the Government. The Contractor shall formulate and propose key metrics which shall be used to track component performance throughout the life cycle of the PBL. The metrics shall provide an auditable track of enhanced performance, reductions in total ownership cost, and favorable impacts on the logistics footprint. Recommendations from the Contractor shall be used to develop and implement public-private partnerships and potential PBL contracts.

5.2.3 ULSS Development and Update. The Contractor shall provide recommendations for the update of Block A ULSS's based upon approved maintenance plans and the latest available provisioning data. ULSS's shall document all logistics support elements associated with the successful sustainment of V-22 aircraft components. The Contractor shall assist the V-22 FST in reviewing, publishing and distributing the final ULSS's. When required, the Contractor shall provide recommendations for the update of ULSS's to the Block B and C configurations and other block upgrades.

5.2.4 Phased Support Transition. The Contractor shall review off-aircraft maintenance requirements and establish a process and timeline for the orderly transition from Prime Contractor interim support to organic repair capability. In conjunction with the Site Activation Planning and CPM Schedule, the Contractor shall monitor logistics element progress towards establishing organic capabilities against the documented schedule. During PBL execution, the Contractor shall investigate potential transition issues which could impact the ability of the PBL Provider in meeting Fleet user needs. The Contractor shall document issues and risks via the V-22 RIO process and recommend mitigation plans for eliminating transition impacts. The Contractor shall assess changes in maintenance concepts and proposed engineering changes which could impact transition to an organic capability. Off-aircraft Site Activation Plans and Site Evaluation Reports shall be used to compare planned progress against actual performance.

5.2.5 Engineering Change Impacts. The Contractor shall review all Class I ECPs for impacts to the existing maintenance plans and support concepts. During PBL execution, the Contractor shall work closely with the PBL provider to ensure all Life Cycle impacts and costs are

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considered when proposing engineering changes. The Contractor shall document all logistics impacts from ECPs on the maintenance concept via the V-22 Configuration Management (CM) process. All approved changes shall be tracked for implementation and monitored to ensure all logistics maintenance documentation and analysis is updated to reflect the configuration change.

5.3 Obsolescence Management and Diminishing Resources Support. The Contractor will provide proactive means to identify and assess the short and long-term impacts of potential obsolescence on the V-22 aircraft in accordance with the following standards:

<u>V-22 Obsolescence Management Plan (V-22 OMP)</u>	Document Dated: April 2009
V-22 OMT Verification and Analysis Case Sheet	Example (ATTACHMENT A of V-22 OMP)
DoD 4140.1-R	May 23, 2003
SECNAV Instruction 5000.2C	November 19, 2004
ASN(RD&A) Memo	January 27, 2005
DASN(L) Memo	May 10, 2004

5.3.1 Obsolescence Analysis. The Contractor will analyze monitoring tool reports to perform obsolescence risk assessment of the piece-part components installed on the V-22 aircraft. The Contractor will monitor current availability of part(s), forecasts of future availability, identification of sourcing depth, and identify possible solution options for components identified as either obsolete or have an End of Life (EOL) notice with a last time buy date. The Contractor will provide continuous monitoring for availability status changes with timely notifications sent to the appropriate IPT points of contact as changes are identified.

5.3.2 Health Analysis . An important part of a proactive Diminishing Manufacturing Sources (DMS) approach is to continuously assess the components used in the equipment for potential DMS risk. DMS consideration during design can offset the high or moderate risk of part(s) not being available during production and post-production life of the equipment. During conceptual design, redesign, or design reviews, the Contractor will minimize the impact that DMS will have on the equipment by ensuring a system/WRA/SRA component health analysis is accomplished.

5.3.3 Obsolescence Verification and Case Sheet Analysis . The Obsolescence Verification and Case Sheet Analysis provide the fundamental building blocks that are used to give insight on the obsolescence impact at the next higher assembly or system level. The assessment results are intended as an aid to decision makers managing V-22 systems to help improve affordability by minimizing costly redesigns. The Contractor will track, monitor, provide inputs, and verify that all case sheets are completed in accordance with the current V-22 OMP. Closed cases will be archived electronically and stored; data such as resolutions, recurring cost, non-recurring cost, and cost avoidance will be input into the V-22 Case Sheet Log database.

5.3.4 Solution Options. The Contractor will verify solution options developed by systems/equipment Prime Contractors for all parts identified as obsolete. This process ensures

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that all obsolete parts have been thoroughly researched for alternate sources, form/fit/function replacements, and the potential for extended production and supportability requirements.

5.3.5 Funding Requirements. The Contractor will analyze and provide funding requirements for APN-1, APN-6 and AF Procurement for Obsolescence Bridge buys or Life Of Type buys, obsolescence trade studies, and obsolescence qualification efforts required to enable contract vehicle execution.

5.3.6 Procurement Identification Documents (PID) Packages. The Contractor will develop data required for initiation of PID packages to include Bona Fide Needs (BFN) for Obsolescence Bridge buys or Life Of Type buys required by NAVAIR Legal, funding request documents for APN-1 and APN-6 requirements, and applicable Air Vehicle (AV)/Change Review Board (CRB) presentations and minutes. Proposed CDRL A001 applies.

5.3.7 Obsolescence Management Plan (OMP) and Guide. The Contractor will revise the Obsolescence Management Team's Plan and Guide annually with the latest process improvements that have been incorporated which are deemed as a best practice by the Obsolescence Management Team (OMT).

5.3.8 V-22 OMT Non-Recurring Engineering (NRE)/Cost Avoidance Figures and Calculations. The Contractor will maintain the V-22 NRE Cost Avoidance Calculations database and provide inputs to contain the estimated cost avoidance and cost to resolve for obsolescence issues impacting the V-22. The Contractor will update the Cost Avoidance Calculations annually due to increased costs of doing business, as well as increased costs of process improvements that occur within the OMT.

5.3.9 V-22 OMT Metrics. The Contractor will track and report the metrics to measure the V-22 OMT's success and ensure appropriate awareness and attention is directed to a potential obsolescence issue costing DoD hundreds of millions of dollars.

5.3.10 V22 Obsolescence Program Objective Memorandum (POM) and Program Master Plan (PMP). The OMT will identify DMSMS resource support requirements based upon program phasing, baseline agreements, and how much funding is needed to meet those requirements. The Contractor will provide the V-22 Program with prior and future (out years of the FYDP) budget requests using developed POM models to estimate cost.

5.4 Aircraft Modification Program Support. The Contractor will perform detailed logistics evaluations of Bell, Boeing and Rolls Royce ALS deliverables associated with the V-22 Aircraft Modification Program. For hardware and software Engineering Change Proposals (ECPs), Waivers and Deviations, and Technical Directives (Service Bulletins), the Task Order requirements stated in section 5.2 of this PBSOW will be accomplished. For other ALS deliverables, such as Notional Retrofit Plans, Kit Deliveries, Deployment Schedules and Modification Logistics Program support documentation, the Contractor will analyze inputs from

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systems/equipment Prime Contractors, determine compliance with task and contractual requirements, provide recommendations, and report findings to the V-22 Sustainment IPT cognizant personnel in order to provide any necessary contractual feedback to the Prime Contractor within stated contractual timeframes in accordance with the Contract Data Requirements List (CDRL). Draft formal correspondence will be prepared for the V-22 Sustainment Team Lead's signature for all contractual deliverables that require one. Upon final signature of formal correspondence, the Contractor will ensure distribution to the Prime Contractor's Contracts Data Management personnel and within the V-22 JPO, to include V-22 Data Managers within the Weapon System Integration (WSI) IPT. An archived record of comments and corrective actions will be maintained by the Contractor.

5.5 Supportability Analysis. The Contractor shall conduct Supportability Analyses (SA) for all V-22 systems in accordance with the existing SA Plan.

5.5.1 Existing Support Concepts – The Contractor shall perform Post DD-250 SA Support to include: (1) Utilize the Logistic Management Decision Support System (LMDSS) and/or other decision support systems to: (a) Identify and document reliability system problems; (b) Develop alternative support solutions; (c) Identify and evaluate consumables that have potential for repair; (d) Identify and evaluate repairables that have potential for reduction in turnaround time; and (e) Prepare Readiness, Supportability and Affordability analysis in support of Logistics Management Reviews; (2) Analyze overall system/equipment reliability, maintainability and availability characteristics to determine projected availability; (3) Provide Readiness Improvement Status Evaluation and other status reports, identifying current Fleet readiness problems, mission capability/full mission capability, factors causing readiness degradation, corrective action, and get well dates; (4) Collect Failure Data for V-22 systems utilizing Collaborative Automated Maintenance Environment Optimized for the V-22 (CAMEO), NALDA, NALCOMIS, and other systems and report failure trends to update logistics requirements and provide input to engineering changes or correct supportability deficiencies; (5) Perform Readiness, Supportability, and Affordability Analysis; (6) Provide reliability/maintainability updates for Operational Readiness Reports; (7) Identify, evaluate and monitor a Critical Item Logistics Review (CILR) list of targeted readiness and cost degraders and provide solutions to improve reliability, maintainability, and supportability; (8) Provide input to interim support requirements for proposed engineering changes based on readiness assessments; (9) Perform Business Case Analyses (BCA) for Performance Based Decisions and support decisions; (10) Analyze SA Summaries (Maintenance Planning and Repair Analysis; Support and Test Equipment; Supply Support; Manpower, Personnel and Training; Facilities; Packaging, Handling, Storage and Transportation (PHS&T); and Post Production Support); (11) Evaluate and provide inputs for Joint Aviation Model (JAM) Level of Repair Analysis (LORA) for V-22 systems; (12) Supportability Reviews - Analyze, provide inputs, and confirm Performance and related acceptance criteria for: (a) Design maturity of the system; (b) ULSS updates; (c) Logistics resources deliveries; and (d) PBL Provider agreements, contracts and funding are in place; and (e) PBL Provider plans to meet warfighter requirements; (13) Post Deployment Supportability Reviews - Assess the adequacy and effectiveness of logistics support when precipitated by

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changes in requirements/design or performance degradation. Provide inputs to modify Performance Based Agreements (PBAs) as needed based on changing warfighter requirements, system design or effectiveness of the logistics support/sustainment strategy.

5.5.2 Impact of Proposed Changes. For Block V-22 Upgrade and proposed ECP SA Support, the Contractor shall perform the following tasks: (1) Analyze new design analyses as part of the design process to identify, quantify and qualify product characteristics in terms of attributes, tolerances, and test and inspection requirements necessary to produce a quality product that meets its life cycle and supportability requirements to include: (a) ALS Management; (b) Design Interface (Reliability, Availability and Maintainability); (c) Product and Technical Data; (d) Maintenance Planning; (e) Depot Planning; (f) Supply Support Management Plan; (g) Software Security Plan; (h) Software Development Plan; (i) Hazardous Material; and (j) System Operating and Maintenance Documents; (2) Perform BCA for Performance Based Decisions and support decisions dealing with Block upgrades; (3) Analyze COTS refreshment plan/program initiatives to ensure SA guidelines are achieved; (4) Analyze predicted reliability/maintainability reports; (5) Analyze and provide input to interim support requirements for proposed engineering changes based Block upgrades; (6) Review and provide inputs to the JALSP and ULSS based on product support necessary to operate and maintain the equipment in Block upgrades with consideration to their operational environment; (7) Analyze and provide inputs to SA Summaries (Maintenance Planning and Repair Analysis, Support and Test Equipment, Supply Support, Manpower, Personnel and Training, Facilities, PHS&T, and Post Production Support) for Block upgrades; and (8) Evaluate and provide inputs for JAM/LORA for Block upgrades.

5.6 Facilities. The Contractor shall perform comprehensive analyses for all V-22 site/unit activations, to include facilities requirements documentation and issue resolution. These activities shall include, but shall not be limited to: (1) Development and distribution of Site Activation Plans (SAPs); (2) Planning and conduct of site surveys; (3) Development and distribution of Site Evaluation Reports (SERs); (4) Update of the V 22 Facilities Requirements Document (FRD); and (5) Resolution of Logistics issues associated with each location.

5.6.1 Site Activation Plans (SAP). The Contractor shall work with Bell-Boeing to develop and update generic Site Activation Plans for operational sites, including shipboard activities, intermediate level maintenance sites and depot sites. The generic plans shall baseline all logistics requirements for the designated site type and provide the basic framework for the conduct of the site survey. Logistics support requirements shall be documented for the generic introductory needs of the MV-22 aircraft, with specific site details added as a result of site surveys. Upon delivery of the SAP by Bell-Boeing, the Contractor shall review the deliverable, address shortfalls with the Prime Contractor and ensure proper updates are incorporated. The Contractor shall be responsible for the internal distribution of the SAP to the Government.

5.6.2 Site Surveys. The Contractor shall plan, organize and conduct site surveys of MV-22 operational sites, to include shipboard operations, intermediate level maintenance sites, depot level maintenance sites and deployed locations, when directed. The Contractor shall collect, analyze, document and present the findings of the site survey, in conjunction with Prime

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Contractor support from Bell, Boeing and Rolls Royce, in a comprehensive SER and prepare an annex to the generic SAP for operational, depot or intermediate sites. The Contractor's analysis shall include all logistics elements such as: (1) Facilities; (2) Supply Support; (3) PHS&T; (4) Technical Data (CAMEO/IETM); (5) Training and Training Devices; (6) Support Equipment; (7) Manpower and Personnel; (8) Computer Resources; (9) Maintenance Planning; and (10) Unique Aircraft design requirements.

5.6.3 Site Evaluation Reports (SER). The Contractor shall document the findings of the site surveys with the Prime Contractor (Bell-Boeing) within 120 days of the completion of the survey. The analysis for the SER shall include a comprehensive assessment of the facilities requirements associated with supporting MV-22 aircraft. Each logistics element issue shall be documented in detail and assign an action for resolution to the cognizant LM/LEM. For operational sites, specific detail must be provided to ensure robust support exists to support Navy/Marine Corps strategies of Seapower 21, Sea Strike, MALSP II, Fleet Readiness Center liaison and Sea Basing initiatives. MALSP II, FRC and Sea Basing requirements are critical to the evaluation due to the overarching impact these strategies have on the existing Organizational (O), Intermediate (I) and Depot (D) level maintenance concept for the MV-22 Aircraft. Any issues associated with logistically supporting an MV-22 squadron at the designated site shall be formally documented and progress towards resolution tracked by the Contractor.

5.6.3.1 For Intermediate level (I-level) maintenance sites, the Contractor shall document the requirements for developing I-level repair capabilities, status the progress on the sites standup of capabilities and the associated logistics elements and record all necessary actions to identify and resolve logistics issues associated with complete standup. Each I-level SER shall serve as a checklist for the MV-22 Sustainment IPT Lead to monitor progress on I-level repair capability in the Fleet. I-level SERs shall address Navy/Marine Corps initiatives to 'limit' development of I-level repairs and provide a clear path for compliance with DoD direction.

5.6.3.2 For Depot level (D-level) maintenance sites, the Contractor shall evaluate the existing capabilities at NADEP Cherry Point, NC, Jacksonville, FL, North Island, CA and any other sites the government deem applicable and provide a comprehensive report of shortfalls and actions required to develop full organic D-level maintenance capability in accordance with the approved maintenance plans. FRC initiatives and potential impacts to V-22 depot repair shall be documented within the Depot SER. Actions shall be assigned to cognizant personnel, documented within the SER and evaluated during subsequent meetings to ensure updates to the SAP are captured and promulgated.

5.6.4 Facilities Requirements Document (FRD). The Contractor shall assist Bell-Boeing in the update of the V-22 FRD. Data from Contractor-led site surveys, SAPs, SERs and coordination with other LEM activities to include Technical Interchange Meetings (TIMs), IPT Meetings, and V-22 Site Activation Team (VSAT) Meetings shall be utilized in the update and maintenance of the FRD. Upon delivery of the FRD from Bell-Boeing, the Contractor shall evaluate the contents, conduct FRD reviews, analyze quantitative logistics requirements and make recommendations for update to the document. The Contractor shall ensure all data in the FRD reflects the most current, accurate information available at the time of publishing. Shipboard

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requirements (FRD Chapter 6) shall be evaluated prior to each shipboard mission and updated afterwards to reflect any ‘lessons learned’. The FRD reviews shall be conducted on a bi-annual basis with updates to the FRD contents as required.

5.6.5 Facility / Site Activation Issue Resolution. Through the site activation process, the Contractor shall identify variances in planned versus actual logistics support elements and document the actions required for the specific LM/LEM. The Contractor shall analyze all issues and make recommendations to the cognizant issue owner to assist them in the resolution of their shortfalls. All issues shall be identified in the SERs and promulgated to the sites utilizing SERs and SAP updates. Coordination with the sites and LM/LEMs shall be conducted by the Contractor through the conduct of V-22 Site Activation Team (VSAT) quarterly meetings. The Contractor shall plan, coordinate and host VSAT meetings, documenting newly assigned actions and ensuring updates to existing ones. For Facility specific actions and issues, the Contractor shall research, analyze and resolve outstanding issues, document decisions and actions within the SER/SAP and VSAT meeting minutes and make recommendations to the MV-22 Sustainment IPT Lead on alternate courses of action to resolve conflicts. The Contractor shall be the central focal point for all Facilities/Site activation issues within the MV-22 Sustainment IPT and report directly to the MV-22 APML. Coordination with USMC Headquarters and operational USMC commands is required to perform the tasks assigned within this SOW. Post stand-up deficiencies shall be addressed through the cognizant LM/LEMs and maintained in the site activation documentation and Prime Contractor deliverables.

5.7 Risk Management. The Contractor shall identify cost, schedule and performance RIOs for the V-22 Sustainment Program via the V-22 Program RIO Management Process.

5.7.1 RIO Identification. The Contractor shall research V-22 engineering and logistics documentation to identify potential candidates for the RIO process. Candidates shall include potential risks to accomplishing the performance goals of the logistics program, issues which have occurred and require management attention and mitigation, and new opportunities for success within the sustainment community. The Contractor shall make recommendations regarding RIO levels against the graduated scale of the RIO chart for risks (“red, yellow, green” likelihood/consequence criteria), issues (“red, yellow, green” criticality criteria) and opportunities (“gold, silver, bronze” criteria). The Contractor shall coordinate with cognizant Logistics Managers within the JPO and at Prime Contractor facilities to document RIO candidates, develop RIO Descriptions, Sources, Ownership, Type, Visibility and Mitigation Plans and populate the RIO database with the required cost, schedule and technical performance data.

5.7.2 RIO Control Board. The Contractor shall be the key focal point for the V-22 Sustainment IPT as the RIO Coordinator during weekly RIO Control Boards, ensuring RIO mitigation plans accurately reflect the current status, making recommendations for changes in RIO levels, and documenting actions from the Board members. The Contractor shall host a monthly V-22 Sustainment IPT review of all current RIO actions as well as potential items which need management attention.

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5.7.3 RIO Database Update. The Contractor shall manage inputs from the V-22 Sustainment Team, ensuring up-to date data is reflected in the RIO database. Research, analysis and queries shall be documented to provide a clear and concise audit trail of all mitigation efforts against the scheduled milestones.

5.7.4 RIO Process Improvements. The Contractor shall actively participate in managing and evaluating the V-22 RIO process. The Contractor shall engage in AirSpeed/Kaizen events to streamline the RIO process and standardize the RIO activities for the V-22 Sustainment IPT. The Contractor shall make recommendations for changes to the RIO process to include database architecture, RIO developmental checklists, briefing formats and report generation requirements.

5.8 Life Cycle, Operations, and Sustainment and Development Cost Analyses .The Contractor shall gather, analyze, verify, report and monitor Logistics Cost requirements during Programming, Planning and Budget execution and make recommendations for controlling ILS costs in a PBL environment.

5.8.1 Logistics Requirements Funding Summary (LRFS). The Contractor shall gather and analyze logistics funding requirements from the V-22 Sustainment IPT staff members, to include: Support Equipment requirements from NAVAIR Lakehurst, NJ; Fleet Support Team (FST) requirements from NADEP Cherry Point, NC; Supply Support and PHS&T requirements from NAVICP Philadelphia, PA; CAMEO (AME/IETMS) requirements from NATEC/SPAWAR San Diego, CA and NAVAIR Patuxent River, MD; Product IPTs, Site Activation, Obsolescence Management Logistics Managers from NAVAIR Patuxent River, MD. Other ILS requirements shall be gathered and grouped together for reporting purposes, with sub-tier breakouts for clear identification of requirement owner and purpose. The Contractor shall verify requirements against previous Program Master Plan (PMP) submissions, validate and document new requirements, update existing requirements with any changes, and produce detailed reports and summary reports based on appropriation breakdowns or logistics element categorization. The Contractor shall report LRFS status by logistics element, appropriation and fiscal year for V-22 Sustainment Program Management Meetings (PMMs), IOCSR/ILA presentations and Program Management Reviews (PMRs) for AIR-6.0 Competency personnel. The Contractor shall maintain the existing PMP tool and Microsoft Excel spreadsheets to present LRFS data in existing formats and make any necessary changes to ensure compliance.

5.8.2 Program Related Logistics (PRL) Assessments. The Contractor shall gather, analyze, monitor and report on Operations and Maintenance, Navy (O&MN) PRL related requirements, to include FST Cherry Point manpower requirements, NAVAIR Lakehurst logistics requirements, and non-PRL O&MN engine requirements. The LRFS shall be modified to ensure identification of PRL specific requirements and funding for the prior, present and future (FYDP) years. The Contractor shall participate in Requirements Determination (ReDet) data calls for PRL requirements and cost data. Participation shall include assisting the FST Lead, SE LEM and V-22 DAPML in generating their associated ReDet data call responses. Review of Government inputted PRL data shall be accomplished as part of the PRL Budget quality assurance checklist.

5.8.3 Integrated Logistics Support (ILS) Cost Analysis. The Contractor shall analyze logistics

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and maintenance cost data for incorporation by the V-22 Cost Analyst into the Life Cycle/Operation and Support (O&S) cost models. The Contractor shall assess cost trends due to maintenance and support concept changes or implementation of PBL initiatives by the PBL provider. ECPs shall be evaluated and assessed for their potential cost savings, reduction of Total Ownership Costs and ultimate Return On Investment. Cost data trends shall be identified through written analyses to the cognizant V-22 Sustainment LM/LEM with recommendations for cost control implementation. The Contractor shall assist the V-22 Cost Analyst in the development and conduct of PBL Business Case Analysis (BCA). The PBL BCA shall be maintained with current and projected cost data to ensure Government expectations for implementation of the PBL contracts is met or exceeded. Cost models shall be adjusted for program changes and impacts affecting the cost model parameters.

5.8.4 Life Cycle Cost (LCC)/Total Ownership Cost (TOC) Management Plans. The Contractor shall work closely with the cognizant V-22 Logistics Managers (Product Leads) to develop comprehensive CC/TOC Management plans for all major systems. This integrated approach from a systems-level analysis shall afford the V-22 Sustainment Lead insight into logistics cost drivers for the Sustainment Program. Key cost elements to evaluate and document are: (1) Mission Personnel; (2) Unit Level Consumption; (3) Intermediate Maintenance; (4) Depot Maintenance; (5) Prime Contractor Support (Other ILS); and (6) Sustaining Support. Indirect support costs not controlled by the Program Manager shall not be included in the analysis of LCC/TOC Management Plans. Plans shall ensure V-22 Sustainment roles and responsibilities for LCC/TOC are documented, Sustainment costs identified, management tools and metrics delineated, and O&S cost reduction targets defined. The plan shall leverage off of existing Affordable Readiness initiatives, Cost Reduction Initiatives (CRIs), Small Business Innovative Research (SBIR) initiatives and PBL execution to focus Logistics Program Management on specific actions which shall enable the Team to reach O&S reduction targets.. The Contractor shall specifically address top cost drivers such as AVDLR costs, Squadron Level Personnel, Intermediate and Depot Maintenance personnel, and Prime Contractor Support costs, and make recommendations as part of the Plan for baseline cost adjustments, target cost reductions and maintenance alternatives using templates for submission of initiatives. The LCC/TOC Management Plan shall be reviewed in coordination with Maintenance Plan Reviews and Maintenance Decision Boards (MDBs) to ensure cost target performance is included as part of the Maintenance Planning process.

5.8.5 V-22 LCC/TOC Reduction Plans. In conjunction with the maintenance planning process and the LCC/TOC Management Plan, the Contractor shall evaluate specific aircraft systems for readiness improvements which shall provide reasonable Returns On Investment (ROI) to reduce total ownership costs. The Contractor shall identify initiatives as either a: (1) Production change; (2) Logistics acquisition change; (3) Maintenance concept change; (4) Reliability improvement; (5) Right sourcing decision; (6) Obsolescence improvement; or (7) Modification (ECP). The Contractor shall research and analyze AIR-4.2 Cost Analyst approved data to make recommendations on Cost savings/avoidance for each proposed reduction plan. The Contractor shall assist the AIR-4.2 Cost Analyst in determining selected V-22 candidates of interest to submit to Program Management for consideration into the Navy Reduction of Total Ownership

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Cost (RTOC) Program.

6.0 Deliverables:

6.1 Contract Progress, Status and Management Report (CDRL A001);

6.2 Funds and Man-hour Expenditure Report (CDRL A002); and

6.3 Technical Reports (CDRL A003).

6.4 Cost Incurred and Progress Reporting (CDRL A004)

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A004, and contract attachment 4.

7.0 Constraints

7.1 Work Schedule.

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

7.2 Place of Performance

The place of performance for this task order is Naval Air Station Patuxent River, MD, FST MCAS Cherry Point, NC and DLA Richmond, VA.

This requirement shall be performed approximately 60% off-site at the contractor's facilities and 40% of the work shall be performed at Naval Air Station Patuxent River, MD and DLA Richmond, VA.

8.0 Estimated Travel. For informational purposes only the following table of estimated travel is provided.

Location	Trip(s) per year	Number of People	Number of Days per Person per Trip
New Bern, NC	1	14	6 Days
Philadelphia, PA	6	14	3 Days

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Fort Worth, TX	10	12	2 Days
Amarillo, TX	1	1	5 Days
Lakehurst, NJ	1	3	3 Days
Cherry Point, NC	4	2	3 Days
Fort Walton Beach, FL	4	10	3 Days
Albuquerque, NM	1	1	5 Days
St. Louis, MO	4	4	4 Days
Indianapolis, IN	4	4	3 Days
Quantico, VA	3	4	3 Days
San Diego, CA	6	8	4 Days
Yuma, AZ	2	2	5 Days
Okinawa, Japan	2	2	10 Days
Kaneohe, HI	2	2	5 Days
Patuxent River, MD	4	4	2 Days
Newark, DE	1	2	2 Days
Norfolk, VA	3	3	3 Days
New River, NC	5	7	2 Days

9.0 Workforce Minimum Qualifications and Key Personal

Program Manager (Key)

Education: Bachelor's Degree from an accredited college or university.

Experience: Ten (10) years out of the last fifteen (15) years of experience in business management directing the Acquisition Logistics Support (ALS) activities of ten (10) or more people supporting complex DoD weapon systems and associated logistics requirements. Five (5) years out of the last ten (10) years of experience with program documentation requirements and preparation; ALS planning, schedule development, and analysis; program-related financial management; and demonstrable experience in addressing complex DoD Acquisition Milestone requirements. Three (3) years out of the last six (6) years of experience performing technical analysis and planning, budgeting, scheduling and execution of DoD pre-system acquisition integrated logistics through Concept & Technology Development Phase; systems acquisition integrated logistics management support through the System Development & Demonstration and Production & Deployment Phases; sustainment integrated logistics support; analysis, definition, and support of customer system, equipment, information, and interface requirements relative to the logistics planning, execution, and operations of a major DoD acquisition program.

Allowable Substitution(s): An additional post-graduate degree in a business, management, engineering, or related discipline may be substituted for two (2) years of general experience.

Functional Responsibilities: Responsible for managing all ASI/NTA Team contractor and subcontractor personnel in the delivery of V-22 program logistics support services and products to PMA-275. Responsible for managing implementation of, and assuring adherence to, the principles of industrystandard quality assurance methodologies, to include ISO 9001, LEAN Six Sigma, Theory of Constraints, applicable Software Engineering Institute (SEI), and Performance Based Logistics (PBL) standards and requirements. Responsible for understanding and assuring full application of logistics planning principles specified in the Defense Acquisition Workforce Improvement Act (DAWIA) and promulgated by the Defense Acquisition University (DAU). Responsible for applying proven and effective project management principles to investigate,

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analyze, plan, design, develop, implement, test, or evaluate military weapon systems in support of the NAVAIR V-22 Integrated Logistics Support (ILS) contractor services support program. Responsible for overall logistics program requirements management, to include analysis of program functions, assessment of budget and resource needs, and allocation of staff to achieve schedule milestones. Responsible for understanding Critical Path Method (CPM) network concepts, Integrated Master Schedule (IMS) concepts, and all logistics program management documentation. Responsible for understanding and supporting requirements associated with obsolescence, diminishing manufacturing sources, and material shortages as related to aircraft modification program management. Responsible for understanding regulations, standards, and directives pertaining to logistics program management, milestone reviews, and approvals; leading the coordination, development, and delivery of project deliverables, ensuring conformity to standards, completeness, and accuracy; and understanding and directly applying management techniques and accepted business practices pertaining to the workplace. Responsible for all aspects of project management, developing project procedures and controls, managing project and task efforts, establishing and managing work schedules, identifying/analyzing/addressing/mitigating program risks, and taking the lead in problem resolution; interfaces with system or program contractors, vendors, and Government representatives regarding the technical aspects of the programs/projects; interfaces with the COR to assure proper communications and clarification of contract work requirements; and interfaces with ASI/NTA Team executives, managers, and support personnel to assure adequate corporate support for all staffing, administration, quality, security, contract, and finance and accounting aspects of the project.

Principal Duties: Oversees day-to-day project requirements definition, project staffing, assignment of staff duties and responsibilities for each required task, and staff administration. Reports directly to customer management on budget, expenditure, performance, schedule, and progress matters. Leads coordination of technical support requirements and chairs technical and management meetings. Acts in lead management capacity over multiple task teams, develops and monitors team assignments, supervises the work of project personnel, and provides a focal point for customer issues, problems, solutions, and recommendations. Reviews project deliverables and documentation for completeness, correctness, and conformity to standards. Leads all levels of project management activity to assure close coordination of management controls, performance monitoring, and adherence to quality standards. Leads the proper development and implementation of standard operating procedures. Leads efforts to produce Plans of Action and Milestones (POA&Ms), functional and technical requirements specifications, and other required documentation, and assure their proper maintenance and upkeep according to schedule. Leads initiatives in strategic planning, operations enhancement, manpower utilization, competitive acquisition and pricing, work breakdown structure (WBS) and resource planning, performance measurement, process modeling and simulation, and continuous process improvement; develops analyses, reports, and recommendations. Reviews and prepares project and technical analyses, reports, change proposals, and other technical documentation. Applies project experience to manage functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Interfaces directly with top levels of customer management to assure enterprise-wide requirements are being fully met. Clearly understands enterprise resource management processes and support systems, and the requirements for associated training to assure successful implementation. Creates business rules, procedures, instructions, and training materials to guide the training process and assure objectives are achieved. Monitors enterprise architecture and information assurance activities and helps set high-level priorities. Provides system and process expertise to support project and/or organizational goals. Manages the analysis, design development, implementation, testing, and evaluation of automated data processing systems/software related to engineering or functional requirements of military weapon systems, associated support systems, or management information systems, to assure proper support for V-22 logistics support functions.

Senior Logistics Manager (Key)

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Education: Bachelor's degree from an accredited college or university.

Experience: Twelve (12) years out of the last fifteen (15) years of experience as a manager with lead responsibilities in acquisition logistics support (ALS)/integrated logistics support (ILS)/maintenance engineering performance areas. Comprehensive experience in DoD acquisition/operational (fleet support) logistics support and planning requirements. Eight (8) years out of the last twelve (12) years of experience must demonstrate the ability to perform independent analyses, conduct evaluations of effectiveness, and develop appropriate improvement recommendations for logistics planning, scheduling, execution, and support processes and systems, in support of DoD weapon systems and equipment. Four (4) years out of the last eight (8) years of experience supervising and directing the activities of at least three (3) logistics managers in the performance of planning, budgeting, scheduling, execution, and comprehensive analysis across the spectrum of ILS elements, during a job assignment in an Acquisition Command or supporting an acquisition command.

Allowable Substitution(s): Eight (8) years of additional ALS/ILS/maintenance engineering management experience may be substituted for a Bachelor's degree. An additional post-graduate degree in a business, management, engineering, or related discipline may be substituted for two (2) years of logistics experience.

Functional Responsibilities: Responsible for overseeing and directing the planning, budgeting, scheduling, execution, and analysis of acquisition logistics requirements across the spectrum of ILS elements. Responsible for guiding and reviewing the work of logistics managers and professionals in the analysis and development of logistics plans and procedures for PMA-275 that affect support for production, operations, maintenance, reliability, distribution, and inventory across four designated support locations. Responsible for overseeing the work of logistics managers and logistics professionals to assure full adherence to Defense Acquisition Workforce Improvement Act (DAWIA) requirements and principles. Responsible for leading and directing engineers, logistics managers, and technical specialists in the performance of maintenance planning, maintenance and operator's manual development, and logistics support analysis for the PMA-275 logistics program. Responsible for leading research, evaluation, and analysis efforts to develop a complete set of ILS program deliverables; providesupportability analysis; and develop provisioning plans.

Responsible for overseeing efforts such as the V-22 Joint Acquisition Logistics Support Plan (JALSP) and Program Plan development, and analyses such as LSA, MTA, RCM Analysis, RLA/LORA, and LCC.

Responsible for directing efforts to provide program planning and management support to the Prime Contractor's ILS management, to include assistance with development of IMP planning/schedules. Responsible for overseeing the efforts of Logistics Managers, Logistics Analysts, and logistics professionals/technicians in developing V-22 joint logistics support planning, documenting depot capability plans, and leading planning and participation in the Life Cycle Support process, Life Cycle Cost/Total Ownership Cost determinations, and In-Service Reliability Centered Maintenance and Integrated Maintenance Concept processes and analyses. Responsible for managing timely and accurate readiness, supportability, and affordability analyses, and all aspects of obsolescence and health studies, site activation planning, and parts availability/delivery reporting. Responsible for leading logistics program risk analyses, mitigation planning, and timely reporting.

Principal Duties: Performs day-to-day management of logistics estimates of workload and manpower, resource requirements, support equipment, technical data, training, and supply support for V-22 logistics functions and requirements. Leads detailed analysis in developing V-22 ILS plans, and creating/implementing review procedures to maximize performance and cost-wise readiness in product acquisition and sustainability. Leads review and evaluation of ECPs, deviations, waivers, and TDs for accuracy, ILS impact, and supply support considerations. Oversees examination of

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completed documentation for compliance; assures appropriate contractor team participation in Technical Working Group meetings, IPT meetings, and ILSMT meetings. Manages technical input pertaining to ILS support areas, and leads studies of V-22 Depot Capacity Planning (DCP) and Depot Level Repairables (DLRs). Leads development and evaluation of training courses for operators/maintainers, and development/updating of technical manuals for all levels of maintenance (O, I, and Depot). Leads efforts to identify V-22 mission degraders and supports recommendations for improvement to PMA-275 Leadership. Manages a wide range of studies and research projects, producing reports encompassing all areas of supply and ILS, e.g., SM&R codes, DCNs, Logistics Support Plans, TMs, TPDRS, CM Plans, and SERDS. Oversees and directly supports the work of logistics managers and supply professionals providing logistics, supply, and technical expertise in reviewing and evaluating ECPs, deviations, waivers, and TDs for accuracy, ILS impact, and supply support considerations. Supports PMA-275 V-22 leadership in multiple locations with supervision and direction of Logistics Managers and Logistics Analysts in the development of logistics analysis products. Provides IPTs with the capability to recognize shore and shipboard support challenges, perform data collection and analysis, coordinate results and results publication, and serve as an aviation advocate for logistics support requirements. Oversees, directly supports, and provides guidance to logistics managers and logistical professionals engaged in preparing integrated logistic plans, policies, and procedures in support of V-22 logistics requirements. Ensures that proper logistic considerations are included in the system development processes at each major milestone. Leads analyses to determine system maintainability, reliability, and supportability requirements, and oversees development of well-documented findings and cost-saving recommendations. Oversees development of systems maintenance concepts and plans, as well as lifecycle supply requirements and processes to meet supply requirements. Leads logistic support cost analyses and acquisition program operating plans/procedures to ensure the full range of ILS components are properly considered. Oversees technical training, configuration management, and quality assurance aspects of logistics support.

Logistics Manager

Education: Bachelor's degree from an accredited college or university.

Experience: Six (6) years out of the last ten (10) years of experience as a manager with leadresponsibilities in acquisition logistics support (ALS)/integrated logistics support (ILS)/maintenanceengineering performance areas. Comprehensive experience in DoD acquisition/operational (fleetsupport) logistics support and planning requirements.Four (4) years out of the last eight (8) years of experience must demonstrate the ability to performindependent analyses, conduct evaluations of effectiveness, and develop appropriate improvementrecommendations for logistics planning, scheduling, execution, and support processes and systems, insupport of DoD weapon systems and equipment.Three (3) years out of the last six (6) years of experience supervising and directing the activities of atleast three (3) logistics technicians in the performance of logistics planning, maintenance engineering,scheduling, and execution, during a job assignment in an Acquisition Command or supporting anacquisition command.

Allowable Substitution(s): Eight (8) years of additional ALS/ILS/maintenance engineering managementexperience may be substituted for a Bachelor's degree. An additional post-graduate degree in abusiness, management, engineering, or related discipline may be substituted for two (2) years of logistics experience.

Functional Responsibilities: Responsible for defining and supporting the planning, maintenanceengineering, scheduling, execution, and analysis of acquisition logistics requirements across the spectrum of ILS elements. Responsible for guiding and reviewing the work of logistics and engineering support technicians in the analysis and development of logistics plans and procedures for PMA-275 that affect support for production, operations, maintenance, reliability, distribution, and inventory across four designated support locations. Responsible for overseeing the work of

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logistics support personnel to assure full adherence to Defense Acquisition Workforce Improvement Act (DAWIA) requirements and principles. Responsible for supporting engineers and technical specialists in the performance of maintenance planning, technical manual development, and logistics support analysis for the PMA-275 logistics program. Responsible for supporting research, evaluation, and analysis efforts to develop a complete set of ILS program deliverables; provide supportability analysis; and develop provisioning plans. Responsible for supporting efforts of Senior Logistics Managers and Logistics Analysts in JALSP and Program Plan development, and analyses such as LSA, MTA, RCM Analysis, RLA/LORA, and LCC. Responsible for supporting efforts to provide program planning and management support to the Prime Contractor's ILS management, to include assistance with development of IMP planning/schedules. Responsible for assisting the efforts of Senior Logistics Managers and Logistics Analysts in developing V-22 joint logistics support planning, documenting depot capability plans, and participating in the Life Cycle process, Life Cycle Cost/Total Ownership Cost determinations, and In- Service Reliability Centered Maintenance and Integrated Maintenance Concept processes and analyses. Responsible for supporting Senior Logistics Managers and Logistics Analysts in timely and accurate readiness, supportability, and affordability analyses, and all aspects of obsolescence and health studies, site activation planning, and parts availability/delivery reporting. Responsible for supporting logistics program risk analyses, mitigation planning, and timely reporting.

Principal Duties: Performs day-to-day support to Senior Logistics Managers for development of logistics estimates of workload and manpower, resource requirements, support equipment, technical data, training, and supply support for V-22 logistics functions and requirements. Supports detailed analysis in developing V-22 ILS plans, and creating/implementing review procedures to maximize performance and cost-wise readiness in product acquisition and sustainability. Supports review and evaluation of ECPs, deviations, waivers, and TDs for accuracy, ILS impact, and supply support considerations. Reviews completed documentation for compliance; participates as needed in Technical Working Group meetings, IPT meetings, and ILSMT meetings. Supports the management of technical input pertaining to ILS support areas, and leads studies of V-22 Depot Capacity Planning (DCP) and Depot Level Repairables Assists with the management of development and evaluation of training courses for operators/maintainers, and development/updating of technical manuals for all levels of maintenance (O, I, and Depot). Supports efforts to identify V-22 mission degraders and supports recommendations for improvement to PMA-275 Leadership. Assists Senior Logistics Managers with a wide range of studies and research projects, producing reports encompassing all areas of supply and ILS, e.g., SM&R codes, DCNs, Logistics Support Plans, TMs, TPDRS, CM Plans, and SERDS. Oversees and directly supports the work of logisticians, engineering technicians, and supply professionals providing logistics, supply, and technical expertise related to ECPs, deviations, waivers, TDs, ILS impact, and supply support considerations. Supports PMA-275 V-22 leadership in multiple locations with supervision and direction of logistics and engineering technicians in the development of logistics analysis products. Supervises, supports, and provides guidance to logisticians engaged in preparing integrated logistic procedures in support of V-22 logistics requirements. Supports analyses to determine system maintainability, reliability, and supportability requirements, and develops and delivers findings and cost saving recommendations. Supports Senior Logistics Managers in managing the development of systems maintenance concepts and plans, as well as life-cycle supply requirements and processes to meet supply requirements. Supports logistic support cost analyses and acquisition program operating plans/procedures to ensure the full range of ILS components are properly considered. Assists in the timely execution of all major aspects of logistics support, including technical training, configuration management, and quality assurance.

Logistics Analyst

Education: Bachelor's degree from an accredited college or university.

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Experience: Six (6) years out of the last ten (10) years of experience applying specialized skills to perform complex logistics requirements analyses and evaluation procedures, and applying advanced logistics process improvement techniques. Comprehensive experience in DoD acquisition/operational (fleet support) logistics support and planning requirements. Four (4) years out of the last eight (8) years of experience must demonstrate the ability to perform independent analyses, conduct evaluations of effectiveness, and develop appropriate improvement recommendations for logistics planning, scheduling, execution, and support processes and systems, in support of DoD weapon systems and equipment. Three (3) years out of the last six (6) years of experience must include independent evaluation of support system effectiveness, reliability and maintainability, and logistics support for DoD weapon systems/equipment, as well as in-depth experience in at least two (2) of the following areas:

- Logistics Support Analysis
- Reliability and Maintainability Analysis
- Operational Availability Analysis
- Life Cycle Costing
- Configuration Management

Allowable Substitution(s): Eight (8) years of additional ALS/ILS/maintenance engineering management experience may be substituted for a Bachelor's degree. An additional post-graduate degree in a business, management, engineering, or related discipline may be substituted for two (2) years of logistics experience.

Functional Responsibilities: Responsible for providing effective analytical support, including in-depth evaluations and complex calculations, for the planning, budgeting, scheduling, execution, and analysis of acquisition logistics requirements across the spectrum of ILS elements. Responsible for guiding the work of Logistics Managers and logistics and engineering support technicians in the analysis and development of logistics plans and procedures for PMA-275 that affect support for production, operations, maintenance, reliability, distribution, and inventory across four designated support locations. Responsible for providing analytical guidance to Logistics Managers and logistics support personnel to assure full adherence to Defense Acquisition Workforce Improvement Act (DAWIA) requirements and principles. Responsible for understanding the use and application of state-of-the-art modeling and mathematical solutions to support engineers and technical specialists in the performance of maintenance planning, technical manual development, and logistics support analysis for the PMA-275 logistics program. Responsible for supplying comprehensive analytical support for research, evaluation, and analysis efforts to develop a complete set of ILS program deliverables; provide supportability analysis; and develop provisioning plans. Responsible for overseeing and providing analytical support to efforts of Logistics Managers and logisticians in JALSP and Program Plan development, and analyses such as LSA, MTA, RCM Analysis, RLA/LORA, and LCC. Responsible for overseeing/supporting the efforts of Logistics Managers and logisticians in developing V-22 joint logistics support planning, documenting depot capability plans, and participating in the Life Cycle Customer Support (LCCS) process, Life Cycle Cost/Total Ownership Cost determinations, and In-Service Reliability Centered Maintenance and Integrated Maintenance Concept processes and analyses. Responsible for providing analytical evaluation/oversight/guidance to Logistics Managers and logisticians in the performance of timely and accurate readiness, supportability, and affordability analyses, and all aspects of obsolescence and health studies, site activation planning, and parts availability/delivery reporting. Responsible for analyzing, evaluating, improving, and reporting on logistics program risk analyses and mitigation planning. Responsible for conducting business case analyses and supporting/responding to data calls in support of critical decision-making and data capture requirements, and development of meaningful findings and recommendations pertaining to logistics support.

Principal Duties: Oversees and directs the planning, budgeting, scheduling, execution, and analysis of acquisition logistics requirements across the spectrum of ILS elements. Lead and directs

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engineers, Logistics Managers, and technical specialists in the performance of maintenance planning, technical and flight manual development, and logistics support analysis for the PMA-275 logistics program. Leads research, evaluation, and analysis efforts to develop a complete set of ILS program deliverables; provides supportability analysis; and develops Provisioning Plans. Provides lead analytical support to efforts such as Logistics Support Plan and RM&A Program Plan development, and analyses such as LSA, MTA, Reliability Centered Maintenance (RCM) Analysis, RLA/LORA, and LCC. Provides lead analytical support to efforts to provide program planning and management support to the Prime Contractor's ILS management, to include assistance with development of IMP planning/schedules. Captures and reports performance metrics with the overall intention of reducing life cycle/total ownership costs of commodities within PMA-275 and the V-22 logistics program. Independently evaluates, assesses, coordinates, and performs analysis and trade studies on fielding and integrating USMC/USAF variants of aircraft, aviation weapon systems, and associated support equipment. Provides high-level support to task personnel involved in performing tasking associated with logistics engineering, analytical, or acquisition projects. Provides guidance on the preparation of integrated logistic plans and policies and procedures for logistic support for the V-22 program. Provides lead analytical support for logistics considerations to be addressed in system development processes at each major milestone. Performs detailed mathematical/statistical analyses to determine system maintainability, reliability, and supportability requirements. Provides expert analytical support for systems maintenance concepts and plans, as well as life-cycle supply requirements and processes to meet supply requirements. Performs cost analyses associated with systems logistic support and develops and reviews systems acquisition project operating plans and procedures to ensure appropriate analytical logistic support considerations are included. Assists Senior Logistics Managers in planning and executing technical training, configuration management, and quality assurance functions. Provides guidance and expertise to logistics personnel in areas such as logistics support analysis, reliability and maintainability analysis, operational availability analysis, life cycle costing, and configuration management.

Program Related Logistics (PRL) Analyst

Education: Bachelor's degree from an accredited college or university.

Experience: Five (5) years out of the last eight (8) years of experience applying specialized skills to perform complex financial requirements analyses and evaluation procedures pertaining to a major DoD logistics program, and applying advanced financial process improvement techniques. Comprehensive experience in DoD acquisition/operational (fleet support) logistics support requirements and associated financial planning and performance measurement requirements. Three (3) years out of the last six (6) years of experience must demonstrate the ability to perform independent financial analyses and develop appropriate financial process improvement recommendations for logistics planning, scheduling, execution, and support processes and systems, in support of DoD weapon systems and equipment. Must include specific focus on budgeting and financial aspects of support system effectiveness, reliability and maintainability, and logistics support for DoD weapon systems/equipment.

Allowable Substitution(s): Eight (8) years of additional ALS/ILS/financial analysis experience may be substituted for a Bachelor's degree. An additional post-graduate degree in a business, management, engineering, or related discipline may be substituted for two (2) years of logistics experience.

Functional Responsibilities: Responsible for supporting the V-22 PRL financial management operations of the organization. Responsible for leading complex financial analyses and interfacing with top levels of customer management to discuss and report on results, findings, and recommendations derived from those analyses. Responsible for leading the examination of methods of aligning enterprise-wide financial management operations with industry best practices, Navy ERP financial management standards, and the Chief Financial Officer's Act requirements.

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Responsible for understanding financial data analysis techniques, financial document workflow requirements, and other industry standards to adequately understand and measure business/financial processes and assure efficient financial operations. Responsible for developing/updating/coordinating Spend Plans and Obligation Plans for field activities, and coordinating/monitoring funding execution with Logistics Element Managers and Lead Budget Financial Managers at NAWCAD, SPAWAR, NADEP, FISC, NSWC, and RILSD. Responsible for possessing a thorough understanding of all regulations, standards, instructions, and guidance pertaining to the business, financial, and workload planning environments of PMA-275. Responsible for careful examination of the format, content, and use of financial documents, forms, and other pertinent materials to determine how they could be improved to increase efficiencies in financial information processing. Responsible for executing and monitoring funding for the O&M,N (PRL and Component Rework Program/Power by the Hour). Responsible for analyses of the workflow of financial documents through the PMA-275 and NAVAIR 6.0, 7.8, and 10.0 organizations and recommendations for improvements in review and approval processes.

Responsible for analyses of customer business and financial management practices, the needs for short and long-term acquisitions of various types and amounts, and the impact of funding availability and procurement lead time requirements on the PMA-275 and associated customer organizations. Responsible for helping manage Sustainment IPT Work Assignment Agreements (WAAs) and coordinating the development and delivery of templates for IPT, Resource Financial Manager, and Comptroller approval. Responsible for recommendations for optimization of financial, workload, and manpower resource forecasting and planning, and mitigation of risks associated with funding availability/shortfall. Responsible for analysis of business cases, assessment of data call results, and examination of alternative financial management approaches to recommend most advantageous approaches or alternatives that will assure successful financial operations. Responsible for maintaining a

thorough understanding of enterprise management software systems and their associated extraction, querying, formatting, reporting, and data mining capabilities.

Principal Duties: Directs and develops detailed Acquisition and Life Cycle Logistics budget and financial management documents on a day-to-day basis. Through close coordination with the V-22 Director of Logistics (DOL), APML, IPT Leads, and Program Manager, develops and refines cost estimates.

Collects, analyzes, and compiles/presents detailed budget and cost information in response to data calls from within PMA-275 and from higher authority. Provides budgetary and financial management support to the PMA-275 V-22 program across all support locations. Will fully utilize all applicable modules and reports of Navy ERP to support the planning, budget, funding, execution, and monitoring/improvement processes needed to support the financial objectives of the PMA-275 logistics program. Interfaces and communicates verbally with IPT members on a daily basis in support of Business/Financial Managers (BFMs) for funding issues.

Participates in IPT, Class Desk, APML, and Configuration Management meetings and interfaces with various Field Activities, Military, and Civilian personnel of all ranks and grades to determine scope of funding requirements. Reconciles financial accounts, prepares, coordinates, and facilitates monthly financial reviews for the Program Manager. Prepares customized reports in WPS Business Objects, as well as standard Navy ERP reports, as needed for the BFM and IPT Leads for financial reviews and ease in tracking financial obligations and expenditures. Tracks, reconciles, and reports on the financial status of prior year and current year money for O&M,N appropriations.

Prepares funding documents and tracks status from origination to expenditure and follow-through

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reconciliation. Performs analytical and evaluative work efforts requiring a comprehensive knowledge of: (1) theory and principles of finance relevant to the full range of business and financial management operations and transactions within PMA-275. Applies industry standard and approved methodology to perform cost and financial analysis of commercial, Navy, USMC, USAF, and other government activities, as well as nationwide or sector-based economic trend analysis, to optimize funds management and financial tracking capabilities.

Leads efforts to formulate and submit PMA-275 operating budgets, coordinate financial strategies between customer organizations, and defend budget submissions and workload estimates. Leads financial analysis efforts that (1) examine budget/funding sources, their uses and impacts, and methods for improving efficiencies in applying, processing, and recovering funding. Employs all required Planning, Programming, Budgeting, and Execution System (PPBES) processes. Supports requirements for adequate training of business financial management personnel in the use of enterprise tools to provide comprehensive management of financial resources, and examines all repositories of business and financial management to determine how they can be explored for improved trend analysis, forecasting of funding/workload/manpower requirements, and analysis of customer needs.

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

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

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

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the

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COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

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

10.0 Statement of Work Addendum

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

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of 591 hours per week.

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

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

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SECTION D PACKAGING AND MARKING

Items 4000-4050, 4100-4150, and 4200-4250 - Packaging and marking are not applicable to these items.

Items 6000-6050, 6100-6150, and 6200-6250 - Packing and marking shall be in accordance with best commercial practice.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

CLIN	Inspection At	Inspection By	Inspection At	Inspection By
4000	Destination	Government	Destination	Government
4050	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6050	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4150	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6150	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4250	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6250	Destination	Government	Destination	Government

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance Plan (QASP), Attachment 2, to the contract.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	7/1/2012 - 6/30/2013
4100	7/1/2013 - 6/30/2014
6000	7/1/2012 - 6/30/2013
6100	7/1/2013 - 6/30/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4000	7/1/2012 - 6/30/2013
4100	7/1/2013 - 6/30/2014
6000	7/1/2012 - 6/30/2013
6100	7/1/2013 - 6/30/2014

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

4050	7/1/2012 - 6/30/2013
4150	7/1/2013 - 6/30/2014
4200	7/1/2014 - 6/30/2015
4250	7/1/2014 - 6/30/2015
6050	7/1/2012 - 6/30/2013
6150	7/1/2013 - 6/30/2014
6200	7/1/2014 - 6/30/2015
6250	7/1/2014 - 6/30/2015

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

Services to be performed hereunder will be provided at Patuxent River, Maryland, FST MCAS Cherry Point, North Carolina and DLA Richmond, Virginia.

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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 N/A

(2) ACO, Code N/A

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or

unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon

receipt of all required data by the technical activity designated in Block 6.

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

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and

addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days

after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Electronic Submission to the COR.

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SECTION G CONTRACT ADMINISTRATION DATA

Order G-1 TYPE OF CONTRACT

This is a cost plus fixed fee term task order.

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

(a) The Contracting Officer has designated/appointed

Thomas E. Jones
 47123 Buse Rd, Bldg 2272, Suite 146
 Patuxent River, MD 20670
 301-342-8086 (Voice)
 301-757-5584 (Fax)
thomas.e.jones4@navy.mil

as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

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

(b) The effective period of the COR designation/appointment is 01 July 2012 through 30 June 2015.

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.

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

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS" (DFAR 252.232-7003), the Naval Sea

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Service Acceptor DODAAC _____

Service Approver DODAAC _____

Ship To DODAAC See Section F

DCAA Auditor DODAAC _____

LPO DODAAC _____

Inspection Location See Section E

Acceptance Location See Section E

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

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

Send Additional Email Notification To: thomas.e.jones4@navy.mil

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

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

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

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)(NAVSEA)(MAY 1993)

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

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

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

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED

ITEM (S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

ITEM (S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
400001	██████████	██████████	July 1, 2012 - June 30, 2013
600001	██████████		July 1, 2012 - June 30, 2013
410001	\$ ██████████	██████████	July 1, 2013 - June 30, 2014

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610001

\$ [REDACTED]

July 1, 2013 - June 30, 2014

(To be provided at the task order level)

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

(c) CLINs/SLINs **4000, 4100 and 6000** 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 [REDACTED] hours. The following details funding to date:

Base:

Total Cost Base Year: [REDACTED]
 Contract Funds This Action: [REDACTED]
 Previous Funds Balance: [REDACTED]
 CPFF Action Funding Available: [REDACTED]
 Balance Unfunded: [REDACTED]

CLIN 4000

Ceiling: \$ [REDACTED] cost, [REDACTED] fee)
 Allotted to Cost: [REDACTED]
 Allotted to Fee: [REDACTED]
 Total Allotted: [REDACTED]
 Total Ceiling Remaining: [REDACTED]
 Period of Performance: 01 July 2012 through 30 June 2013

CLIN 6000

Ceiling: [REDACTED]
 Total Allotted: [REDACTED]
 Total Ceiling Remaining: [REDACTED]
 Period of Performance: 01 July 2012 through 30 June 2013

CLIN 4100

Ceiling: [REDACTED] cost, [REDACTED] fee)

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Allotted to Cost: [REDACTED]

Allotted to Fee: [REDACTED]

Total Allotted: [REDACTED]

Total Ceiling Remaining: [REDACTED]

Period of Performance: 01 July 2013 through 30 June 2014

CLIN 6100

Ceiling: [REDACTED]

Total Allotted: [REDACTED]

Total Ceiling Remaining: [REDACTED]

Period of Performance: 01 July 2013 through 30 June 2014

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

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment 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] (to be identified at the task order level) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows: $\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$ or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost 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

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appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

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

(a) Contract Administration Office.

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

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: (* The following contract administration functions are being withheld by the PCO:)

FAR 42.302 (a)(4) - Review and evaluate contractors’ proposals under [Subpart 15.4](#) and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations

FAR 42.302 (a)(16) - Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts

FAR 42.302 (a)(24) - Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience, except as otherwise prescribed Part 49

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FAR 42.302 (a)(30) - When contractors request Government property— (i) Evaluate the contractor’s requests for Government property and for changes to existing Government property and provide appropriate recommendations to the contracting officer; (ii) Ensure required screening of Government property before acquisition by the contractor; (iii) Evaluate the use of Government property on a non-interference basis in accordance with the clause at [52.245-9](#), Use and Charges; (iv) Ensure payment by the contractor of any rental due; and (v) Modify contracts to reflect the addition of Government-furnished property and ensure appropriate consideration

FAR 42.302 (a)(31) - Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules

FAR 42.302 (a)(34) - Monitor contractor industrial labor relations matters under the contract; apprise the contracting officer and, if designated by the agency, the cognizant labor relations advisor, of actual or potential labor disputes; and coordinate the removal of urgently required material from the strikebound contractor’s plant upon instruction from, and authorization of, the contracting officer.

FAR 42.302 (a)(38) - Ensure contractor compliance with contractual quality assurance requirements (see [Part 46](#)

FAR 42.302 (a)(39) - Ensure contractor compliance with contractual safety requirements

FAR 42.302 (a)(51) - Consent to the placement of subcontracts.

FAR 42.302 (a)(58) - Ensure timely submission of required reports

FAR 42.302 (a)(67) - Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program

or as delineated by Procuring Contracting Officer (PCO) correspondence.

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

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

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

Line Item	ACRN Order
4000	AA
6000	AA
4100	AB

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6100 AB

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

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

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

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A004. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in attachment 4 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) Incurred Costs:

1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in attachment 4.

2) Labor: Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals > Hourly Tripwire" tab included in attachment 4. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

3) Other Direct Costs (ODCs), including Travel and Material: Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in attachment 4. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than [REDACTED], the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than [REDACTED], supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause."

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

Accounting Data

SLINID	PR Number	Amount
400001	1300280485	[REDACTED]
LLA :		
AA 1721506 U1CW 251 00019 0 050120 2D 000000 A00001265630		
Standard Number: N/A		
COST CODE: A00001265630		
CIN: 130028048500001		
AMOUNT: \$ [REDACTED]		

600001	1300280485	[REDACTED]
LLA :		
AA 1721506 U1CW 251 00019 0 050120 2D 000000 A00001265630		
Standard Number: N/A		
COST CODE: A00001265630		
CIN: 130028048500001		
AMOUNT: [REDACTED]		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

410001	1300349691	[REDACTED]
LLA :		
AB 1731506 U1CW 251 00019 0 050120 2D 000000 A00001722885		
Standard Number: n/a		
CIN 130034969100001		

610001	1300349691	[REDACTED]
LLA :		
AB 1731506 U1CW 251 00019 0 050120 2D 000000 A00001722885		
Standard Number: n/a		
CIN 130034969100001		

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

610001	1300349691	[REDACTED]
LLA :		
AB 1731506 U1CW 251 00019 0 050120 2D 000000 A00001722885		
Standard Number: n/a		
CIN 130034969100001		

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MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

(a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 3 years in duration.

(c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).

(d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

(e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.

(f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Performance Based Statement of Work and will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

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

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [3 years] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [3

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years] after the terms of this contract. (FAR 9.505-2(b)(1))

[x] (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)

[x] (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)

[x] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [3 years] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

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(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) (OCT 2005)

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

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

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

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

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

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

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

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

(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.

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

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

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

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed. (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

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

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the

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travel is being performed.

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

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

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

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

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

(6) of the Department of Defense Joint Travel Regulations, Volume II.

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

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**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 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:

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2.5.1.6

21983 Bundy Road, Bldg 441
Patuxent River, MD 20670

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

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

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

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

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

**5252.237-9501 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.

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(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 **for the first 365 Days of the task order**, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

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"Termination (Cost-Reimbursement)".

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SECTION I CONTRACT CLAUSES

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

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

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

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

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

52.219-6 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

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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.

52.217-8 Option to Extend Services. (Nov 1999)

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

52.217-9 -- Option to Extend the Term of the Contract. (mar 2008)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years (42 months if 52.217-8 is exercised).

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to Patuxent River, MD; Cherry Point, NC; and DLA Richmond, VA. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to [PMA 275, 47123 Buse Road., Patuxent River, MD 20670]. All losses are to have the permanent badges returned to [PMA 275, 47123 Buse Road., Patuxent River, MD 20670] on the last day of the individual's task requirement.

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

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(a) Definitions. As used in this clause—

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

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

(b) The Contractor—

(1) Agrees not to—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

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

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

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract

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deliverables that may cause the contractor to incur additional costs.

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

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

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SECTION J LIST OF ATTACHMENTS

Exhibit A Contract Data Requirements List (CDRLs) Form 1423 A001-A004.

Attachment 1 Contract Security Classification Specification Form DD254

Attachment 2 Quality Assurance Surveillance Plan

Attachment 3 Data Item Transmittal/Acceptance/Rejection Form

Attachment 4 Cost Incurred and Progress Reporting Worksheet (CDRL A004)