

2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 06-Dec-2018	4. REQUISITION/PURCHASE REQ. NO. 2519PP0194	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S5111A

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2128 Pershing Avenue
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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Tekla Research Inc. 3700 Fettler Park Dr. Suite 304 Dumfries VA 22025-2051	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7965 / N0042117F3008 10B. DATED (SEE ITEM 13) 29-Sep-2017
CAGE CODE 07EQ9 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)

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.
[]	
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victoria S Thompson, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Victoria S Thompson (Signature of Contracting Officer)	06-Dec-2018

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to administratively correct a Line of Accounting on CLIN 700006. 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:

700006:

From: BS BS 1781804 4A4A 251 00019 0 050120 2D 000000 A00004560805

To: CN CN 1781804 4A4N 251 00019 0 050120 2D 000000 A00004560805

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

The total value of the order is hereby increased from [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
7000	R408	Base Period: Services in accordance with SOW paragraph 3.4; Cost Plus Fixed Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	██████████
700001	R408	O&MN,N funding in support of CLIN 7000 in the amount of ██████████ ACRN AK. (O&MN,N)					
700002	R408	O&MN,N funding in support of CLIN 7000 in the amount of ██████████ ACRN AK. (O&MN,N)					
700003	R408	O&MN,N funding in support of CLIN 7000 in the amount of ██████████ ACRN AL. (O&MN,N)					
700004	R408	O&MN,N funding in support of CLIN 7000 in the amount of ██████████ ACRN AK. (O&MN,N)					
700005	R408	O&MN,N funding in support of CLIN 7000 in the amount of ██████████ ACRN AL. (O&MN,N)					
700006	R408	O&MN,N funding in support of CLIN 7000 in the amount of ██████████ ACRN CN. (O&MN,N)					
7001	R408	Base Period: Services in accordance with SOW paragraph 3.2 & 3.3; Cost Plus Fixed Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████
700101	R408	OPN funding in support of CLIN 7001 in the amount of ██████████ ACRN AF. (APN)					
700102	R408	OPN funding in support of CLIN 7001 in the amount of ██████████ ACRN AG. (APN)					
700103	R408	OPN funding in support of CLIN 7002 in the amount of ██████████ ACRN AH. (APN)					
700104	R408	OPN funding in support of CLIN 7002 in the amount of ██████████ ACRN AJ. (APN)					
700105	R408	OPN funding in support of CLIN 7002 in the amount of ██████████ ACRN AQ. (APN)					
700106	R408	OPN funding in support of CLIN 7002 in the amount of ██████████ ACRN AR. (APN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002	R408	Base Period: Services in accordance with SOW paragraph 3.1; Cost Plus Fixed Fee (CPFF). (OPN)	1.0	LO	██████████	██████████	██████████
700201	R408	OPN funding in support of CLIN 7002 in the amount of ██████████ ACRN AC. (OPN)					
700202	R408	OPN funding in support of CLIN 7002 in the amount of ██████████ ACRN AC. (OPN)					
700203	R408	OPN funding in support of CLIN 7002 in the amount of ██████████ ACRN BT. (OPN)					
700204	R408	OPN funding in support of CLIN 7002 in the amount of ██████████ ACRN AE. (OPN)					
7003	R408	Base Period: Services in accordance with SOW paragraph 3.5; Cost Plus Fixed Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	██████████
700301	R408	RDT&E funding in support of CLIN 7003 in the amount of ██████████ ACRN AD. (RDT&E)					
700302	R408	RDT&E funding in support of CLIN 7003 in the amount of ██████████ ACRN AM. (RDT&E)					
700303	R408	RDT&E funding in support of CLIN 7003 in the amount of ██████████ ACRN AN. (RDT&E)					
7004	R408	Base Period: Services in accordance with SOW paragraph 3.6; Cost Plus Fixed Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	██████████
700401	R408	Funding in support of CLIN 7004, FMS Case: AT-P-GQF (FMS)					
700402	R408	Funding in support of CLIN 7004, FMS Admin (FMS)					
700403	R408	Funding in support of CLIN 7004, FMS Case: MF-P-GCI (FMS)					
700404	R408	Funding in support of CLIN 7004, FMS Case: CN-P-FCC (FMS)					
700405	R408	Funding in support of CLIN 7004, FMS Case: SZ-P-GAX (FMS)					
700406	R408	Funding in support of CLIN 7004, FMS Case: KU-P-GGW (FMS)					
700407	R408	Funding in support of CLIN 7004, FMS Case: AT-P-GQW (FMS)					
700408	R408	Funding in support of CLIN 7004, FMS Case: FI-P-GAU (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700409	R408	Funding in support of CLIN 7004, FMS Case: AT-P-GQF (FMS)					
7010	R408	Base Period: Increased Capacity Service in accordance with SOW paragraph 3.9; Cost Plus Fixed Fee (CPFF). (Fund Type - OTHER)	1.0	LO	████████	████████	████████

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7040		Base Period: Technical Data in accordance with SOW paragraph 3.11- Not Separately Priced(NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R408	Option Period I: Services in accordance with SOW paragraph 3.4; Cost Plus Fixed Fee (CPFF). (O&MN,N)	1.0	LO	████████	████████	████████
710001	R408	O&MN,N funding in support of CLIN 7100 in the amount of \$218,664.40 ACRN BU. (O&MN,N)					
7101	R408	Option Period I: Services in accordance with SOW paragraph 3.2 & 3.3; Cost Plus Fixed Fee (CPFF). (APN) Option	1.0	LO	████████	████████	████████
7102	R408	Option Period I: Services in accordance with SOW paragraph 3.1; Cost Plus Fixed Fee(CPFF). (OPN) Option	1.0	LO	████████	████████	████████
7103	R408	Option Period I: Services in accordance with SOW paragraph 3.5; Cost Plus Fixed Fee (CPFF). (RDT&E) Option	1.0	LO	████████	████████	████████
7104	R408	Option Period I: Services in accordance with SOW paragraph 3.6; Cost Plus Fixed Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	████████	████████	████████
710401	R408	FMS funding in support of CLIN 7104 in the amount of \$10,974.72 ACRN BV. FIN Case FI-P-GAU. (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710402	R408	FMS funding in support of CLIN 7104 in the amount of [REDACTED] ACRN BY. AT CLASSIC Case AT-P-GQW. (FMS)					
710403	R408	FMS funding in support of CLIN 7104 in the amount of [REDACTED] ACRN BX. CN Case CN-P-FEL. (FMS)					
710404	R408	FMS funding in support of CLIN 7104 in the amount of [REDACTED] ACRN BZ. AUS G Case AT-P-GQF. (FMS)					
710405	R408	FMS funding in support of CLIN 7104 in the amount of [REDACTED] ACRN CA. AUS SH Case AT-P-GQF. (FMS)					
710407	R408	FMS funding in support of CLIN 7104 in the amount of [REDACTED] ACRN CB. KU Case KU-P-GHJ. (FMS)					
710408	R408	FMS funding in support of CLIN 7104 in the amount of [REDACTED] ACRN CC. SZ Case SZ-P-GAX. (FMS)					
710409	R408	FMS funding in support of CLIN 7104 in the amount of [REDACTED] ACRN CC. MF Case MF-P-GCI. (FMS)					
7110	R408	Option I: Increased Capacity Service in accordance with SOW paragraph 3.9; Cost Plus Fixed Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7140		Option Period I: Technical Data in accordance with paragraph 3.11- Not Separately Priced(NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R408	Option Period II: Services in accordance with SOW paragraph 3.4; Cost Plus Fixed Fee (CPFF). (O&MN,N) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7201	R408	Option Period II: Services in accordance with SOW paragraph 3.2 & 3.3; Cost Plus Fixed Fee (CPFF).	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(APN)					
		Option					
7202	R408	Option Period II: Services in accordance with SOW paragraph 3.1; Cost Plus Fixed Fee (CPFF). (OPN)	1.0	LO	██████████	██████████	██████████
		Option					
7203	R408	Option Period II: Services in accordance with SOW paragraph 3.5; Cost Plus Fixed Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	██████████
		Option					
7204	R408	Option Period II: Services in accordance with SOW paragraph 3.6; Cost Plus Fixed Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	██████████
		Option					
7210	R408	Option III: Increased Capacity Service in accordance with SOW paragraph 3.9; Cost Plus Fixed Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7240		Option Period II: Technical Data in accordance with paragraph 3.11- Not Separately Priced(NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R408	Option Period: Services in accordance with SOW paragraph 3.4; Cost Plus Fixed Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	██████████
		Option					
7301	R408	Option Period: Services in accordance with SOW paragraph 3.2 & 3.3; Cost Plus Fixed Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████
		Option					
7302	R408	Option Period III: Services in accordance with SOW paragraph 3.1; Cost Plus Fixed Fee (CPFF). (OPN)	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7303	R408	Option Period: Services in accordance with SOW paragraph 3.5; Cost Plus Fixed Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	██████████
		Option					
7304	R408	Option Period III: Services in accordance with SOW paragraph 3.6; Cost Plus Fixed Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	██████████
		Option					
7310	R408	Option III: Increased Capacity Service in accordance with SOW paragraph 3.9; Cost Plus Fixed Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7340		Option Period III: Technical Data in accordance with paragraph 3.11- Not Separately Priced(NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R408	Option Period IV: Services in accordance with SOW paragraph 3.4; Cost Plus Fixed Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	██████████
		Option					
7401	R408	Option Period IV: Services in accordance with SOW paragraph 3.2 & 3.3; Cost Plus Fixed Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████
		Option					
7402	R408	Option Period IV: Services in accordance with SOW paragraph 3.1; Cost Plus Fixed Fee (CPFF). (OPN)	1.0	LO	██████████	██████████	██████████
		Option					
7403	R408	Option Period: Services in accordance with SOW paragraph 3.5; Cost Plus Fixed Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	██████████
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7404	R408	Option Period IV: Services in accordance with SOW paragraph 3.6; Cost Plus Fixed Fee (CPFF). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████	██████████	██████████
7410	R408	Option IV: Increased Capacity Service in accordance with SOW paragraph 3.9; Cost Plus Fixed Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7440		Option Period IV: Technical Data in accordance with paragraph 3.11- Not Separately Priced(NSP)	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R408	Base Period: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	██████████		
9001	R408	Base Period: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	██████████		
900101	R408	Base Period: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 3.6. O&MN,N funding type for Travel; Cost Reimbursement (No Fee). (O&MN,N)					
9002	R408	Base Period: Travel in accordance with SOW 3.7; Cost Reimbursement (No Fee). (APN)	1.0	LO	██████████		
9003	R408	Base Period: Material in accordance with SOW paragraph 3.7, Cost Reimbursement (No Fee). (OPN)	1.0	LO	██████████		
900301	R408	Base Period: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 3.6. OPN funding type for Material; Cost Reimbursement (No Fee). (OPN)					
900302	R408	Base Period: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 3.6. OPN funding type for Material; Cost Reimbursement (No Fee). (OPN)					
900303	R408	Base Period: Other Direct Costs in Accordance with Statement of Work (SOW) Para. 3.6. OPN funding type for Material; Cost Reimbursement (No Fee). (OPN)					
9004	R408	Base Period: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (OPN)	1.0	LO	██████████		
900401	R408	Base Period: Travel in accordance with SOW paragraph 3.7, Cost Reimbursement (No Fee). (OPN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9005	R408	Base Period: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	██████████
9006	R408	Base Period: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	██████████
9007	R408	Base Period: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX)	1.0	LO	██████████
900701	R408	Funding in support of CLIN 9007. FMS Case: AT-P-GQF (FMS)			
900702	R408	Funding in support of CLIN 9007. FMS Admin (FMS)			
900703	R408	Funding in support of CLIN 9007. FMS Case: MF-P-GCI (FMS)			
900704	R408	Funding in support of CLIN 9007. FMS Case: CN-P-FCC (FMS)			
900705	R408	Funding in support of CLIN 9007. FMS Case: SZ-P-GAX (FMS)			
900706	R408	Funding in support of CLIN 9007. FMS Case: KU-P-GGW (FMS)			
900707	R408	Funding in support of CLIN 9007. FMS Case: AT-P-GQW (FMS)			
900708	R408	Funding in support of CLIN 9007. FMS Case: FI-P-GAU (FMS)			
900709	R408	Funding in support of CLIN 9007. FMS Case: AT-P-GQF (FMS)			
9010	R408	Base Period: Increased Capacity ODC in accordance with SOW paragraph 3.10; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	██████████
9100	R408	Option Period I: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	██████████
910001	R408	O&MN,N funding in support of CLIN 9100 in the amount of \$1,077.43 ACRN BU. (O&MN,N)			
9101	R408	Option Period I: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	██████████
910101	R408	O&MN,N funding in support of CLIN 9101 in the amount of \$5,0845.11 ACRN BU. (O&MN,N)			
9102	R408	Option Period I: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9103	R408	Option Period I: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (OPN) Option	1.0	LO	██████████
9104	R408	Option Period I: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (OPN) Option	1.0	LO	██████████
9105	R408	Option Period I: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9106	R408	Option Period I: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9107	R408	Option Period I: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX)	1.0	LO	██████████
910701	R408	FMS funding in support of CLIN 9107 in the amount of \$250.00 ACRN CE. FIN Case FI-P-GAU. (FMS)			
910702	R408	FMS funding in support of CLIN 9107 in the amount of \$250.00 ACRN CF. CN Case CN-P-FEL. (FMS)			
910703	R408	FMS funding in support of CLIN 9107 in the amount of \$250.00 ACRN CG. AT CLASSIC Case AT-P-GQW. (FMS)			
910704	R408	FMS funding in support of CLIN 9107 in the amount of \$250.00 ACRN CH. AUS SH Case AT-P-GQF (FMS)			
910705	R408	FMS funding in support of CLIN 9107 in the amount of \$250.00 ACRN CJ. AUS G Case AT-P-GQF. (FMS)			
910706	R408	FMS funding in support of CLIN 9107 in the amount of \$250.00 ACRN CK. KU Case KU-P-GHJ. (FMS)			
910707	R408	FMS funding in support of CLIN 9107 in the amount of \$250.00 ACRN CL. SZ Case SZ-P-GAX. (FMS)			
910708	R408	FMS funding in support of CLIN 9107 in the amount of \$250.00 ACRN CM. MF Case MF-P-GCI. (FMS)			
9110	R408	Option I: Increased Capacity ODC in accordance with paragraph 3.10; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9200	R408	Option Period II: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9201	R408	Option Period II: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9202	R408	Option Period II: Travel in accordance with paragraph 3.7; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9203	R408	Option Period II: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (OPN) Option	1.0	LO	██████████
9204	R408	Option Period II: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (OPN) Option	1.0	LO	██████████
9205	R408	Option Period II: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9206	R408	Option Period II: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9207	R408	Option Period II: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████
9210	R408	Option II: Increased Capacity ODC in accordance with SOW paragraph 3.10; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9300	R408	Option Period III: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9301	R408	Option Period III: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9302	R408	Option Period III: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9303	R408	Option Period III: Material in accordance with paragraph 3.7; Cost Reimbursement (No Fee). (OPN) Option	1.0	LO	██████████
9304	R408	Option Period III: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (OPN) Option	1.0	LO	██████████
9305	R408	Option Period III: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9306	R408	Option Period III: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9307	R408	Option Period III: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████
9310	R408	Option III: Increased Capacity ODC in accordance with SOW paragraph 3.10; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9400	R408	Option Period IV: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9401	R408	Option Period IV: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9402	R408	Option Period IV: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (APN)	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9403	R408	Option Period IV: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (OPN)	1.0	LO	██████████
		Option			
9404	R408	Option Period IV: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (OPN)	1.0	LO	██████████
		Option			
9405	R408	Option Period IV: Material in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	██████████
		Option			
9406	R408	Option Period IV: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	██████████
		Option			
9407	R408	Option Period IV: Travel in accordance with SOW paragraph 3.7; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX)	1.0	LO	██████████
		Option			
9410	R408	Option IV: Increased Capacity ODC in accordance with SOW paragraph 3.10; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	██████████
		Option			

Clauses specified in Section B of the Seaport-Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would be otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

HQ B-2-007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled

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“FIXED FEE” (FAR 52.216-8) or “INCENTIVE FEE”, (FAR 52.216-10), as applicable. Such payments shall be equal to * of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause 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 clause.

* See Attachment J3 Task Order Ceiling Spreadsheet for fee percentages.

(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 fee 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) withhold 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.

Note: Fee paid is based on total fee dollars divided by total man-hours provided.

HQ B-2-0020 TRAVEL COSTS – ALTERNATE 1 (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its’ reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs associated by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor’s facility to the worksite, in and around the worksite, and from the worksite to the Contractor’s facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31-205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.-

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available;
- (ii) travel performed for personnel convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor’s or employee’s convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Clauses specified in Section C of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

Items 7000-7004, 7100-7104, 7200-7204, 7300-7304, and 7400-7404: Packing and marking are not applicable to these items.

Items 9000-9007, 9100-9107, 9200-9207, 9300-9307, and 9400-9407: Packing and marking shall be in accordance with best commercial practices.

Items 7040, 7140, 7240, 7340, and 7440: A, Contract Data Requirements List (CDRLs), packaged and marked in accordance with clause HQ-D-2-0008 Marking of Reports (NAVSEA) (SEP 1990). The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

Statement of Work

Naval Air Systems Command

PMA202

Aircrew Systems Program Support

1.0 Introduction – PMA202 Aircrew Systems Program Support (ASPS)

1.1 Overview.

The support requirements of this SOW are for programmatic support services for PMA-202's Integrated Product Teams (IPTs) in the Aircraft Display/Devices (AD/D), Personnel Protective Equipment (PPE), Chemical Biological (Chem Bio), Vision Systems (VS), In-Service Support Center (ISSC), State of the Art (SOA), and Operations (OPS) capability areas, collectively referred to as the PMA202 Aircrew Systems Program Office. The PMA202 team is responsible for concept and technology development, system development and demonstration, test and evaluation, production, deployment and full life-cycle acquisition support of all systems that directly support the aircrew and troops or passengers in the performance of their missions. PMA202 programs consists of the functional components, internal and external interfaces and the environment with a focus on optimizing human performance, protection and sustainment in aviation operations. PMA202's mission is accomplished across multiple aircraft platforms, both foreign and domestic, and supports United States Navy strategic and operational objectives in accordance with Department of Defense (DoD) Directive 5000.1 and DoD Instruction 5000.02.

1.2 Mission Statement.

PMA202 supports aircrew and flight deck maintainer safety, survivability and mission enhancing core capabilities through the development, integration and fielding of affordable aircrew systems for the Navy and Marine Corps.

1.3 Background.

The Program Manager, Aircrew Systems Program Office (PMA202), is responsible for all systems directly supporting aircrew, maintainers, troops and passengers in the performance of their missions. These systems consist of functional components, internal and external interfaces, and the environmental control systems used to optimize human performance, protection and sustainment in aviation operations. PMA202 works with all platform, program offices to provide optimal support and cost effective products for the Naval Aviation Enterprise. The PMA202 Team is dedicated to providing exceptional service to the Fleet. The team's mission always comes first and individual goals are second. PMA202's Team works in unison in following established programmatic, acquisition, contractual and legal processes. The four Tier I Integrated Product Teams Aircraft Display/Devices (AD/D), Personnel Protective Equipment (PPE), Chemical Biological (Chem Bio), and Vision Systems (VS) all have cradle to grave responsibilities for each of their products. Each team works with the In-Service Support

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Center (ISSC), State of the Art (SOA), and the Executive Leadership Team for the sustainment of their fielded products and processes. These areas encompass all products intended to sustain the life of aircrew members and aircraft passengers conducting their assigned operational missions in U.S. Navy and U.S. Marine Corps aircraft and to return aircrew members to operational duty as soon as possible after experiencing an aviation emergency.

1.4 Tier I PMA202 Deputy Program Managers are responsible for reporting program cost, schedule, performance, and risks to PMA202 leadership and to the cognizant Milestone Decision Authority (MDA). Once a requirement is identified, the Tier I Deputy Program Managers structure a program strategy to acquire and field/deploy the system or capability for fleet use. The program strategy is presented to the resource sponsor for approval. Specific cost, schedule, and performance objectives are established and mutually agreed upon by the Resource Sponsor, Platform Customer, Program Manager, and MDA.

1.5 Tier II PMA202 Integrated Product Teams (IPTs) provide leadership and management coordination for achieving successful development and fielding/deployment of systems with robust and secure requirements to meet warfighter needs. Each IPT is responsible for acquisition and full life cycle management of their respective systems. Life cycle management includes the procurement of initial spares, support equipment, software maintenance, algorithm design, training, configuration management, and all supporting technical documentation. Specific program cost, schedule, and performance objectives and thresholds are documented in Acquisition Program Baseline Agreements or supplemental program documentation. PMA202 systems and capabilities managed by the Tier II IPTs include non-developmental items, commercial-off-the-shelf products, equipment developed solely for military use, and software application products to support mission requirements. Tier II PMA202 IPT teams and responsibilities include but are not limited to:

1.5.1 Escape Systems: Naval Aviation Crew Ejection Seat (NACES): NACES production, NACES Escape System Upgrades, Aircrew Escape and Crashworthy Systems (AECS)

1.5.2 Night Vision Cueing and Display (NVCD): Joint Helmet Mounted Cueing System (JHMCS) Night Vision Cueing and Display (NVCD), ANVCS-9, Night Vision Systems (NVS)

1.5.3 Oxygen Systems: On-Board Oxygen Generation Systems (OBOGS), Aviation Oxygen Systems (AOS)

1.5.4 Helmet & Hearing Protection: Flight Deck Double Hearing Protection (DHP), Flight Deck Triple Hearing Protection (THP), and Aircrew Hearing Protection (AHP)

1.5.5 Laser Eye Protection (LEP)

1.5.6 Aviation Clothing / Survival Items

1.5.7 Survival Electronics: Combat Survivor Evader Locator (CSEL), Other Survivor radios, Next Generation Survival Radio (NGSR)

1.5.8 Chemical Biological Defense: Joint Strategic Air Mask – Rotary Wing (JSAM-RW), Joint Strategic Air Mask – Tactical (JSAM-TA), Joint Strategic Air Mask – Strategic (JSAM-SA), USN/USMC Common Air Mask: A/P22P-14, A/P22P-14A, Chem Bio In-Service Products

1.5.9 Life Support Service (LSS) Products

1.5.10 Fleet Air Introduction Liaison of Survival Aircrew Flight Equipment (FAILSAFE)

1.5.11 Mishap Investigation Support Team (MIST)

1.5.12 Enhanced Visual Acuity (EVA)

1.5.13 Strategic Planning: State of the Art (SOA), Should Cost

1.5.14 Joint Strike Fighter (JSF) Crew Systems

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1.5.15 Other teams as assigned or established within the program office.

2.0 Scope

This is a non-performance based Cost-Plus-Fixed-Fee (CPFF) task order. This contractor shall provide program management support services to support the IPTs that are established by PMA-202. The effort to be completed is outlined below and aligned by Contract Line Item Number/Sub-line Item Number (CLIN/SLIN) for tracking and billing purposes. No tasking in support of the SOW will be used to procure any inherently governmental or personal services.

2.1 This program utilizes the following types of funding: Research Development, Test and Evaluation (RDT&E), Aircraft Procurement, Navy (APN), Operations and Maintenance, Navy (O&MN), Other Customer Funds (OCF), Other Procurement Navy (OPN), and Foreign Military Sales (FMS) funding.

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

3.0 Requirements

The SOW for this task order is laid out in paragraph format in order to facilitate tracking and task identification.

3.1 Other Procurement Navy (OPN), Navy Funded Tasks (CPFF) (CLINs 7002, 7102, 7202, 7302, 7402)

The contractor shall, on an ongoing basis, provide the OPN funded support listed below. OPN funds are for PMA202 related procurement projects to include, but not limited to, JHMCS NVCD and other Night Vision Systems, Flight Deck Cranial and Hearing Protection Laser Eye Protection and Enhanced Visual Acuity:

(a) Project analyst support for PMA202 efforts. Analyst support for production and delivery of PMA202 projects/products (referenced in para 3.1) may include, but is not limited to:

- Assist with preparation of project briefings.
- Assist Project Lead with analysis of metrics and certification standards;
- Support collection, coordination, analysis and distribution of financial data;
- Support collection, compilation and analyses of project data, cost data, and logistic support data;
- Provide assistance incorporating information into work plans, data calls and supporting financial documentation;
- Support Program Management Review/ Briefings for PMA202 procurement programs;
- Provide project acquisition support for the procurement of hardware and non-hardware requirements;
- Provide status of hardware and non-hardware deliveries as directed;
- Provide support to track inventory, compare to published allowances and make recommendations to PMA202 programs regarding pool balance, redistribution and/or re-procurement needs;
- Provide recommendations on retrofit requirements for fielded items, distribute labels and assist incorporating commands with retrofit requirements;
- Assist projects in the fleet introduction of products for new squadron stand-ups and ensure requirements are being met including: Support Equipment/Individual Material Readiness List (SE/IMRL) allocation, training/publication requirements and Fleet Readiness Center (FRC) support and staffing.

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- Assisting project IPTLs in scheduling meetings, sending out meeting makers, and coordinating meeting facilities as needed;
- Participate in team meetings and keep meeting minutes and track actions to be completed (CDRL A003);
- Assists the project IPT in support the creation of documents or briefings including: Risk Working Group documentation, Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules (IMP/IMS), Program Briefs, Weekly Reports, and performance metrics.

- Provide support collecting and combining inputs from team members and assemble products or briefings including but not limited to: Enterprise Resource Planning (ERP), Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules (IMP/IMS), Program Briefs, Weekly Reports, performance metrics, and command staffing;

- Coordinate and track to completion all related taskers.

(b) Procurement Initiation Documentation (PID) support for project IPTs (referenced in para 3.1) in PMA202 using the Procurement Management Tool (PMT). Draft, process, monitor and coordinate all procurement PID efforts. Support may include, but is not limited to:

- Participate in project procurement planning and strategy meetings, coordinate, track and complete operations related to PID requirements;
- Support scheduling of Procurement Planning Conferences (PPCs) and Procurement Planning Agreements (PPAs) for PMA202 projects;
- Maintain PID document files, maintain a PID tracking system, and update the program office database (a shared-drive or SharePoint) with PID tracking data;
- Provide technical support to production IPTs for all PIDs in NAVAIR's Procurement Management Tool (PMT) including: Enter procurement milestones, place PIDs into routing, track the approval process, and extract PMT Contract Status Reports (CSRs) using advanced search techniques;
- Ensure applicable PID data, such as, Statements of Work (SOWs), Contract Data Requirements Lists (CDRLS), Federal Service Codes (FSCs) and Procurement Action Lead Times (PALT) is been posted in PMT;
- Coordinate PMT related efforts with Budget Financial Managers and Contracts personnel.

(c) Risk Management process support for project IPT's (referenced in para 3.1) under the oversight of the Aircrew Systems, Assistant Program Manager for Engineering (APME). Support may include, but is not limited to:

- Provide Risk Management process support in: Risk Planning, Identification, Analysis, Handling, Monitoring, and Implementation;
- Support production project teams by facilitating Risk Management Board meetings;
- Updating the risk management database based upon meetings with Subject Matter Experts
- Identify problems that directly contribute to a risk area and recommending mitigation strategies;
- Provide advice regarding the NAVAIR approved risk software tool, software upgrades (as applicable); and
- Provide support to updates of the PMA202 Risk Management Plan (RMP).

(d) Provide analytical and production related logistics support for PMA202 projects (referenced in para 3.1).

Support may include, but is not limited to:

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- Collect and monitor metric data to support the Diminishing Manufacturing Sources and Material Shortages (DMSMS) program throughout the life cycle of PMA202 systems;
- Data to be collected includes, but is not limited to: Number of Electronic-Bills of Materials (E-BOMs) in the system, number of E-BOMS obtained and managed by the PMA's projects, number of DMSMS cases opened, resolved and closed per fiscal year, cost to close cases and cost avoidance;
- Provide support to an annual review and recommended updates to the PMA202 DMSMS Management Plan; and
- Provide technical support using the Defense Microelectronics Activity (DMEA) Resolution Cost Factors as a baseline to estimate cost avoidance.

(e) Program Reviews of the Aircrew Systems Program Support Contract.

- Provide support to the Government or their designated representatives to conduct management reviews.
- Reviews include, but are not limited to; In-Process Reviews (IPRs) and Program Management Reviews (PMRs).
- Monthly IPRs meetings shall be held for the duration of the contract and consist of a review and discussion of technical and management project status, associated technical, management, and performance risks, action items, and contract deliverables.
- Provide an agenda (CDRL A001) and presentation material (CDRL A002) to the Government for review and input as determined necessary to allow for a productive review.
- Provide meeting minutes for these meetings (CDRL A003).

3.2 Procurement. Aircraft Procurement, Navy (APN) Funded Tasks (CPFF) (CLINs 7001,7101,7201,7301, and 7401)

The contractor shall, on an ongoing basis, provide the APN funded support listed below. APN funds are for procurement/modification efforts funded by PMA-265 receiving common aircrew support from PMA202 for, but not limited to, F/A-18 and EA-18 related NACES and OBOGS projects.

(a) Project analyst support for production and delivery of PMA202 projects (referenced in para 3.2) may include, but is not limited to:

- Provide support for production and delivery of NACES and OBOGS products as directed in support of PMA-265.
- Provide assessment of PMA-265 NACES and OBOGS metrics and certification of standards.
- Provide support in the collection, coordination, and distribution of data for hardware and non-hardware requirements. Collect, compile, and analyze project data, cost data, and logistic support data for incorporation into NACES and OBOGS work plans, data calls, and for supporting financial documentation.
- Provide acquisition support services for the procurement of hardware and non-hardware requirements for the NACES and OBOGS systems for incorporation into the F/A-18E/F/G aircraft. Provide status of hardware and non-hardware deliveries.
- Provide monthly status reports to Aircrew Systems (PMA202).
- Assist with preparation of project briefings.
- Assists the project IPT in preparing NACES and OBOGS related documents and briefings including: Risk Working Group documentation, Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master

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Schedules (IMP/IMS), Program Briefs, Weekly Reports, and performance metrics.

(b) Provide analytical and production related logistics support for F/A-18 NACES and OBOGS projects.

Support may include, but is not limited to:

- Assist the project in the collection of metric data and provide recommendations to support the Diminishing Manufacturing Sources and Material Shortages (DMSMS) program to ensure hardware can continue to be procured to support NACES and OBOGS production and modification efforts.
- Data to be assessed includes, but is not limited to: Number of Electronic-Bills of Materials (E-BOMs) obtained/opened that apply to NACES and OBOGS production and modification efforts.
- Provide support to reviews and recommended updates to the PMA202 DMSMS Management Plan as it applies to NACES and OBOGS production and modification efforts; and
- Provide technical support using the Defense Microelectronics Activity (DMEA) Resolution Cost Factors as a baseline to estimate cost avoidance.

3.3 Procurement. Aircraft Procurement, Navy (APN) Funded Tasks (CPFF) (CLINs 7001,7101,7201,7301, and 7401)

The contractor shall, on an ongoing basis, provide the APN funded support listed below. APN funds are for procurement efforts funded by PMA-273 receiving common aircrew support from PMA202 for , but not limited to, T-45 related NACES and OBOGS related efforts among others:

(a) Project analyst support for production and delivery of PMA202 projects (referenced in para 3.3) may include, but is not limited to:

- Provide support for production and delivery of NACES and OBOGS products as directed in support of PMA-273.
- Provide assessment of PMA-273 NACES and OBOGS metrics and certification of standards.
- Provide support in the collection, coordination, and distribution of data for hardware and non-hardware requirements. Collect, compile, and analyze project data, cost data, and logistic support data for incorporation into NACES and OBOGS work plans, data calls, and for supporting financial documentation.
- Provide acquisition support services for the procurement of hardware and non-hardware requirements for the NACES and OBOGS systems for incorporation into the T-45 aircraft. Provide status of hardware and non-hardware deliveries.
- Provide monthly status reports to Aircrew Systems (PMA202).
- Assist with preparation of project briefings.
- Assists the project IPT in preparing NACES and OBOGS related documents and briefings including: Risk Working Group documentation, Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules IMP/IMS), Program Briefs, Weekly Reports, and performance metrics.

(b) Provide analytical and production related logistics support for T-45 NACES and OBOGS projects.

Support may include, but is not limited to:

- Assist the project in the collection of metric data and provide recommendations to support the Diminishing Manufacturing Sources and Material Shortages (DMSMS) program to ensure hardware can continue to be procured to support NACES and OBOGS production and modification efforts.

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- Data to be assessed includes, but is not limited to: Number of Electronic-Bills of Materials (E-BOMs) obtained/opened that apply to NACES and OBOGS production and modification efforts.
- Provide support to reviews and recommended updates to the PMA202 DMSMS Management Plan as it applies to NACES and OBOGS production and modification efforts; and
- Provide technical support using the Defense Microelectronics Activity (DMEA) Resolution Cost Factors as a baseline to estimate cost avoidance.

3.4 Operations and Maintenance, Navy (O&M,N) Funded Tasks (CPFF). (CLINs 7000, 7100,7200,7300, and 7400)

The Aviation Life Support Systems program provides in-service basic design engineering and logistics management support for over 785 Aircrew Systems and Flight Deck products for the total life cycle. Examples of Aircrew Systems products that are essential to aircrew safety and survival include clothing and equipment that Navy and Marine Corps aircrew and passengers need to function within all flight envelopes (helmets and hearing protection, oxygen masks, Chemical Biological Protective Equipment, flight suits, gloves, in-flight personal communications), escape safely from disabled aircraft (ejection seats, parachutes, helicopter emergency escape devices), survive on land and water (water flotation/life vests, seat survival kits, medical items), and effect a successful rescue (survival radios/electronics, rescue slings, hoisting rings).

The Contractor shall, on an ongoing basis, provide the following:

(a) Program analyst support for PMA202 projects. Analyst support to monitor schedules, program growth, and update and maintain documentation on PMA202 products (referenced in para 3.4) may include, but is not limited to:

- Assist in preparing project related documentation;
- Monitor metrics and certification standards;
- Collection, coordination, and distribution of financial data;
- Collection, compilation and monitoring of in-service product data, cost data, and logistic support data;
- Incorporation of information into work plans, data calls and supporting financial documentation;
- Support Program Management Reviews for PMA202 programs;
- Support for the repair and maintenance of hardware and non-hardware requirements;
- Provide status of hardware and non-hardware deliveries as directed;
- Provide support to track inventory, compare to published allowances and make recommendations to PMA202 programs regarding pool balance, redistribution and/or re-procurement needs;
- Coordinate refurbishment requirements with incorporating commands, distribute labels and assist incorporating commands with refurbishment requirements;
- Assisting IPTLs in scheduling meetings, sending out meeting makers, and coordinating meeting facilities as needed;
- Participating in team meetings and keep meeting minutes and track actions to be completed;
- Work as a part of an IPT in the creation of documents or briefings including: Risk Working Group documentation, Acquisition Documentation, Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules (IMP/IMS), Contractor Data Requirements Lists (CDRLs), Program Briefs, Weekly Reports, and performance metrics.

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- Provide support collection and combining inputs from team members and create final products or briefings including but not limited to: Enterprise Resource Planning (ERP), Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules (IMP/IMS), Program Briefs, Weekly Reports, performance metrics, and command staffing;

- Assist other IPT members in the development and management of team spend plans.

(b) Operations support to the Level 1 IPTs and Competency Leads in PMA202. This may include, but is not limited to:

- Coordinate and track to completion all related taskers;
- Participate as a member and support the assigned sustainment program or project team.
- Ensure effective day to day team business operations.
- Assist in evaluating requests for data from external sources.
- Assist team in collecting, completing, organizing and interpreting data relating to aircrew products.
- Assist team in tracking program/project status and schedules.
- Apply government processes for documentation, change control management and data management.
- Support team phone coverage during work hours and coordinate phone coverage when not available;
- Maintain the calendars, conference rooms and schedule meetings for team personnel;
- Prepare Defense Travel System (DTS) travel authorizations and vouchers for team's Government travelers;
- Support team member check-in/out process;
- Prepare and maintain emergency contact lists, accurate team rosters, and NMCI e-mail contact groups;
- Submit visit requests through Base Access Security Information Control System (BASICS) and Joint Personnel Adjudication System (JPAS);
- Provide support drafting official correspondence including DoD formatting, serial number assignment, routing, copying, scanning and filing;
- Conduct office security checks;
- Provide assistance maintaining the PMA202 and team evacuation plan;
- Collect office supply shortfalls and prepare supply procurement requests;
- If PMA202 is located in off-base, coordinate maintenance job orders to include entering them in the property manager's web tool, i.e. Building Engines.

(c) Logistics support related to Diminishing Manufacturing Sources and Material Shortages (DMSMS) in support of in-service PMA202 systems (referenced in para 3.4). This may include, but is not limited to:

- Collect and monitor metric data to support the DMSMS program throughout the life cycle of PMA202 systems;
- Data to be collected includes, but is not limited to: Number of Electronic-Bills of Materials (E-BOMs) in

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the system, number of E-BOMS obtained and managed, number of DMSMS cases opened, resolved and closed per fiscal year, cost to close cases and cost avoidance;

- Provide support to an annual review and recommend updates to the PMA202 DMSMS Management Plan; and
- Provide technical support using the Defense Microelectronics Activity (DMEA) Resolution Cost Factors as a baseline to estimate cost avoidance.
- Assist in the preparation and review of the logistics portion of Engineering Change Proposals (ECPs).

(d) Provide engineering support to PMA202 in-service product teams (referenced in para 3.4) capabilities.

- Provide engineering technical services to assist in the resolution of data calls, platform acquisition, and support concerns. Support may include, but is not limited to:
 - Engineering and technical support for aircrew data and equipment, classified and unclassified government furnished equipment (GFE) and system configuration items.
 - Provide overall support and attend various meetings and similar forums to ensure inclusion of system modifications throughout the acquisition process as needed for the specific system or initiative.
 - Support update, modification, integration, testing, certification, and procurement of in-service subsystems and platform products.
 - Engineering and technical support to include analyses, traceability, functional analyses, and documentation in subsystems/subsystems specifications and associated documentation.
 - Provide assistance in drafting and/or review Naval Air Training Operating Procedures Standardization (NATOPS) and concept of operations documents and inputs.
 - Provide engineering support at technical reviews, technical and program management meetings.
 - Assist in the preparation and review of Engineering Change Proposals (ECPs).

(f) Information Technology (IT) support to all IPTs in PMA202. Support may include, but is not limited to:

- Administer PMA202 Share folder and SharePoint configurations and permissions.
- Administer the PMA202 website to include: Add/remove users and permissions daily, update website content daily, administer SOW and CDRL web tools, provide support for the SQL Database and PMA Web Server, test and produce new material on the PMA Test website, produce web tools, and work with the IMD Web Team to add CAC/PKI login capability.
- Assist and provide guidance to PMA202 NMCI users with computer hardware/software questions and issues.
- Regularly update the PMA202 seating chart in coordination with the PMA Operations Manager.
- Submit forms for all Phone/Voicemail adds and changes, submit and oversee work orders to Facilities for hardware mounting, painting, storage, etc. and properly dispose of outdated NMCI/computer hardware.
- Support regular processes/maintenance as needed for assets and systems including: Laptops/Desktops, Printers, Scanners, Cellular Phones, User Accounts, Email Accounts, Personal Storage Table (PST) files, Legacy/Enterprise software, Supply orders, Technical Refreshes, Data Backups/Transfers, Storage Resource Manager (SRM) Requests, Public/Shared Calendars, Distribution Lists, Web Conferencing, Video

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Tele-Conferences (VTC's), etc.

- Regularly attend all Navy Marine Corps Intranet (NMCI) / Information Technology (IT) related training and meetings
 - Proved documentation supporting compliance with the standard NAVAIR clause for Web Sites, Web Enablement & Application Development.
 - o Current referenced applications will be modernized and all future development will be performed in accordance with the Navy Enterprise Application Developer's Guide (NEADG), DON/NAVAIR FAM and Task Force Web (TFWeb) mandates. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure as soon as possible. Work with Web Enablement Team prior to development of new Web sites or applications to ensure efficient use of NAVAIR resources and architecture. A transition plan will be provided within 60 days of site activation. Registration of all Web sites will be completed within 30 days of site activation, if not yet completed.
 - o Please Note: System Security Authorization Agreement (SSAA) for each site and the following additional information needs to be provided: URL, DNS Host, URL, Website ID, Website Name, Owner ORG Code ID, Location Code, Website server location, server name, and server Operating System.”
 - Software Development/Server Procurement: Any tools developed that will be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.
 - Cybersecurity. “Cybersecurity will be in compliance with the following:
 - o CJCSI 6211.02--Defense Information System Network (DISN) Responsibilities
 - o DoDD 8000.01--Management of the Department of Defense Information Enterprise
 - o DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
 - o DoDI 8500.01—Cybersecurity
 - o DoDI 8510.01-- Risk Management Framework (RMF) for DoD Information Technology (IT)
 - o DoDI 8550.01--DoD Internet Services and Internet-Based Capabilities
 - o DON CIO--Cybersecurity Strategy Template and Instructions of Nov 2015
 - o DON CIO--Acceptable Use of Department of the Navy (DON) Information Technology (IT)
 - Information Technology (IT) System Software/Application Compliance shall be in accordance with the policies and procedures of the NAVAIR CIO (AIR-7.2).
- (g) Program Reviews of the Aircrew Systems Program Support Contract.
- Provide support to the Government or their designated representatives to conduct management reviews.
 - Reviews include, but are not limited to; In-Process Reviews (IPRs) and Program Management Reviews (PMRs).
 - Monthly IPRs meetings shall be held for the duration of the contract and consist of a review and discussion of technical and management project status, associated technical, management, and performance risks, action items, and contract deliverables.

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- Provide an agenda (CDRL A001) and presentation material (CDRL A002) to the Government for review and input as determined necessary to allow for a productive review.
- Provide meeting minutes for these meetings (CDRL A003).

3.5 Research, Development, Test and Evaluation (RDT&E) Funded Tasks (CPFF). (CLINs 7003,7103,7203,7303, and 7403)

RDT&E funds are for PMA202 related development projects to include, but not limited to, Laser Eye Protection (LEP), Enhanced Visual Acuity (EVA) and State of the Art projects:

The Contractor shall, on an ongoing basis, provide the following:

(a) Project analyst support for developmental PMA202 programs. Analyst support for projects (referenced in para 3.5) may include, but is not limited to:

- Assist with evaluation of metrics and certification standards;
- Provide project acquisition support for the development of hardware and non-hardware solutions for PMA202 projects;
- Support collection, compilation and evaluation of project data, financial data, cost data, and logistic support data;
- Assist project IPTL with drafting and review of documentation such as System Requirements Reviews, Systems Engineering Plans, Preliminary Design Review, Critical Design Reviews, Production Readiness Reviews, Test and Evaluation Master Plans, Technical Readiness Reviews and Operational Test Readiness Reviews
- Provide assistance incorporating information into work plans, data calls and supporting financial documentation;
- Support Program Management Reviews for PMA202 programs;
- Provide status of developmental hardware and non-hardware items and track as directed;
- Coordinate re-design requirements with associated commands;
- Assist IPTLs in scheduling meetings, sending out meeting makers, and coordinating meeting facilities as needed;
- Participating in team meetings and keep meeting minutes and track actions to be completed (CDRL A003);
- Working as a part of the project IPT supporting the creation of documents or briefings including: Risk Working Group documentation, Acquisition Documentation, Test Plans and Reports, Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules (IMP/IMS), Contractor Data Requirements Lists (CDRLs), Program Briefs, Weekly Reports, and performance metrics;
- Participate in all team planning and strategy meetings and keep a current tracking list of actions to be completed;
- Assist in evaluating requests for data from external sources.
- Assist team in tracking project status and schedules.
- Provide support collecting and combining inputs from team members and create final products or briefings including but not limited to Enterprise Resource Planning (ERP), Work Breakdown Structure (WBS), Integrated Master Plans / Integrated Master Schedules (IMP/IMS), Program Briefs, Weekly Reports, performance metrics,

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and command staffing;

- Coordinate, and track to completion all related taskers;
- Support IPT members in the development and management of project team spend plans.

(d) Procurement Initiation Documentation (PID) program support to all developmental IPT projects (referenced in para 3.5) using the Procurement Management Tool (PMT). Draft, process, monitor and coordinate all PID efforts within the program office. Support may include, but is not limited to:

- Participate in all project procurement planning and strategy meetings, coordinate, track and complete operations related to PID requirements;
- Support scheduling Procurement Planning Conferences (PPCs) and Procurement Planning Agreements (PPAs) for PMA202 developmental projects;
- Maintain PID document files, maintain a PID tracking system, and update the program office database (a shared-drive or SharePoint) with PID tracking data;
- Provide technical support to developmental IPTs for all PIDs in NAVAIR's Procurement Management Tool (PMT) including: Enter procurement milestones, place PIDs into routing, track the approval process, and extract PMT Contract Status Reports (CSRs) using advanced search techniques;
- Ensure applicable data, such as, Statements of Work (SOWs), Contract Data Requirements Lists (CDRLs), Federal Service Codes (FSCs) and Procurement Action Lead Times (PALT) have been accurately completed and posted in PMT;
- Coordinate PMT related efforts with Budget Financial Managers and Contracts personnel.

(e) Risk Management process support for PMA202 development projects (referenced in para 3.5) under the oversight of the Aircrew Systems, Assistant Program Manager for Engineering (APME). Support may include, but is not limited to:

- Provide Risk Management process support in: Risk Planning, Identification, Analysis, Handling, Monitoring, and Implementation;
- Support developmental project teams by facilitating Risk Management Board meetings;
- Updating the risk management database based upon meetings with Subject Matter Experts
- Identify problems that directly contribute to a risk area and recommending mitigation strategies;
- Providing advice regarding the NAVAIR approved risk software tool, and software upgrades (as applicable); and
- Provide support to updates of the PMA202 Risk Management Plan (RMP).

(h) Program Reviews of the Aircrew Systems Program Support Contract.

- Provide support to the Government or their designated representatives to conduct management reviews.
- Reviews include, but are not limited to; In-Process Reviews (IPRs) and Program Management Reviews (PMRs).
- Monthly IPRs meetings shall be held for the duration of the contract and consist of a review and discussion of technical and management project status, associated technical, management, and performance risks, action items, and contract deliverables.

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- Provide an agenda (CDRL A001) and presentation material (CDRL A002) to the Government for review and input as determined necessary to allow for a productive review.
- Provide meeting minutes for these meetings (CDRL A003).

3.6 Foreign Military Sales (FMS) Funded Tasks (CPFF) (CLINs 7004,7104,7204,7304, and 7404)

The Contractor shall, on an ongoing basis, provide the following:

Provide Foreign Military Sales analyst support for PMA202 products. Support responsibilities may include, but are not limited to:

- Coordinate with other PMAs and project IPTLs on existing and potential FMS cases that involve PMA202 products.
- Assist program office and all involved PMA's with coordinating with Navy International Program Office (IPO) on current and upcoming FMS cases, to include tracking status of LOAs.
- Assist programs with releasability requirements to Foreign Buyers in accordance with current Navy IPO and State Department requirements.
- Support for delivery of PMA202 products, pyrotechnics and advanced sequencers;
- Assessment of other PMA metrics and certification of standards; provide status of the collection, coordination, and distribution of financial data for hardware and non-hardware PMA202 products;
- Collect, compile and analyze project data, cost data, and logistic support data for incorporation into work plans, data calls and for supporting financial documentation;
- Provide support for FMS in-service maintenance and upkeep of PMA202 systems to other PMAs;
- Provide analytical coordination, planning services, and capabilities in support of PMA202 hardware requirements for PMA202 and other PMAs;
- Provide support for Program Management Reviews for PMA202 requirements;
- Provide acquisition support services for the procurement of ejection seat hardware and non-hardware requirements for PMA202 systems;
- Provide status of hardware and non-hardware deliveries to PMA-202 and other PMAs;
- Provide analytical coordination, planning services, and capabilities support;
- Provide monthly status reports to PMA202 (CDRL A005)

3.7 Other Direct Costs/ Travel & Material (Cost Reimbursement) (CLINs 9000, 9001, 9002, 9003, 9004, 9005, 9006, 9007, 9100, 9101, 9102 9103, 9104, 9105, 9106, 9107, 9200, 9201, 9202, 9203, 9204, 9205, 9206, 9207, 9300, 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9400, 9401, 9402, 9403, 9405, 9406, and 9407)

Other Direct Costs (ODCs) are based on a per annum not-to-exceed amount. Approval shall be obtained from the Contracting Officer's Representative (COR) prior to the purchase of any material or incurring any travel expenses. All material purchased by the Contractor under this item becomes the property of the Federal Government. Costs associated with travel shall be reimbursed in accordance with the Joint Travel Regulations. The number and types of trips, including the number of personnel traveling, shall be limited to the minimum required to accomplish work requirements and shall be coordinated in advance with the Government Project Manager for each individual task and the COR.

ODCs necessary for performance of this contract shall be reimbursed in accordance with NAVAIR clauses

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5252.232-9509 (Travel Approval and Reimbursement Procedures) and 5252.242-9515 (Restriction on the Direct Charging of Materials). ODCs may include General and Administrative expenses, but shall not include profit/fee.

Any material remaining after completion of the contract, the cost of which has been reimbursed by the Government, will remain Government property and disposition instructions will be sought from the COR.

Renting or leasing of facilities or vehicles will not be allowable as a direct charge to this contract.

3.8 Navy Marine Corps Internet (NMCI)

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

3.9 Increased Capacity for Service Labor (CLINs 7010, 7110, 7210, 7310, and 7410)

These Option CLINs are provided to address an increase to the current estimated ceiling of the base year and the option years if the Government determines a need for up to a 10% increase. Increased Capacity labor support will include the tasking as shown in Paragraphs 3.1 through 3.5 and applicable subparagraphs. Increased Capacity is subject to the guidance of clause H-1 of this task order.

3.10 Increased Capacity for Other Direct Costs (CLINs 9010, 9110, 9210, 9310, and 9410)

These Option CLINs are provided to address an increase to the current estimated ceiling of the base year and the option years if the Government determines a need for up to a 10% increase. Increased Capacity ODC support will include the tasking as shown in paragraph 3.6 and applicable subparagraphs. Increased Capacity is subject to the guidance of clause H-1 of the contract.

3.11 Technical Data (CLINs 7040, 7140, 7240, 7340, and 7440)

Required data deliverables shall be developed and provided as specified on the approved DD Form 1423 CDRL. All product deliverables and supporting documentation, reports and required data tasks in this SOW shall be delivered in accordance with attached CDRLs. CDRLs include a monthly Contractor's Progress, Status and Management Report (CDRL A005) and a Monthly Funds and Man-Hour Expenditure Report (CDRL A006).

CDRL

A001 Conference Agenda

A002 Conference Presentation Materials

A003 Report, Record of Meeting / Minutes

A004 Trip Report

A005 Progress and Status Report

A006 Cost Status Report

A007 Operational Security Plan (OPSEC) Plan

4.0 Operation Security Program (OPSEC)

An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL A007. Contractor personnel shall be subject to a government security investigation and shall meet eligibility requirements for access to classified information at the level noted in the Attachment (J2) DD Form 254. The contractor shall ensure that any new employees, prior to their starting, have and maintain a minimum of DoD

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National Agency Check, or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work. All employees performing under this task order are required to have a minimum of a SECRET security clearance within thirty (30) days after task order award.

5.0 Government-Furnished Property

All Government-furnished information, material, and equipment will be specified in the FAR Clause 52.245-1. All government-furnished information is the property of the United States Government and shall not be transferred to any individual or agency, public or private, without the express written approval of the Task Order Contracting Officer, except as required for the specific performance of tasks under this order.

6.0 Place of Performance

The services to be performed herein shall be performed on-site at PMA202, CAB1, 2nd Deck, 21491 Great Mills Road, Lexington Park, MD 20653-1220 or Patuxent River Naval Air Station Patuxent River, Maryland, Naval Air Systems Command (NAVAIR), and contractor facilities within 30 miles of NAS Patuxent River. Government spaces will include access to a desk, phone, fax machine, copier, and scanner. Services performed outside the 30 mile limitation require justification and prior COR approval.

7.0 Utilities

Support program and data management via use of Navy Enterprise Resource Planning (N-ERP), NMCI, E-Power, SharePoint, Microsoft Office products, and other program office software utilities. Provide information technology support to include maintaining and monitoring the SharePoint database and tracking NMCI software and hardware changes.

8.0 Non-Disclosure Agreements

In the performance of the task order, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the task order execute a non-disclosure agreement satisfactory to the Task Order Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor and employees' duties with respect to non-public information and promise to comply with those obligations. Copies of the executed non-disclosure agreements shall be provided to the Government.

Consistent with the terms and conditions of NAVAIR clause 5252.209-9510(e)(5), Organizational Conflicts of Interest (Services), with respect to proprietary data of third parties, and DFARS clause 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information marked with Restrictive Legends, with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing the task order for other than Government purposes, and shall not do so for any commercial or personal purpose.

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

9.0 Identification Badges

The Contractor shall furnish all requested information required to facilitate issuance of identification badges, as required, and shall conform to all applicable regulations concerning their use and possession. Identification media is United States Government property and shall be surrendered to the Pass and Identification Office upon expiration or termination of employment. The Government will not check out Contractor personnel unless all media, including Common Access Cards, are returned in accordance with NASPAXRIV Instruction 5510.15, Regulations Governing Admission to Naval Air Station Patuxent River, Webster Field, and Navy Recreation Center Solomons. Instructions and associated revisions can be found at the following website:

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<https://homepages.navy.mil/directives/>.

10.0 Identification of Contractor Personnel

Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference where contractor personnel are in attendance.

11.0 Standards of Quality and Timeliness

The Contractor shall have a Contractor managed Quality Assurance Program. The Quality Assurance shall be managed in accordance with attachment J4, Surveillance Activity Checklist (SAC).

12.0 Compressed Work Schedule (CWS)

(a) The Contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal, Federal Government 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).

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

(c) The Contractor awarded this contract, with agreement by the COR, may allow its employees to work a CWS schedule. Flextime workers shall not start earlier than 0600 and not later than 0830. Contractor may not occupy PMA-202 spaces without Government personnel present. Core hours of work are from 0830 to 1500 daily. All employees are expected to be available during core hours. The utilization of a CWS is at the discretion of the COR. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government.

(d) All Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government.

13.0 Labor Categories:

The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications. The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below.

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

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

DEFINITIONS

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

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

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

accredited program - an educational program or course of study offered by a post-secondary educational institution which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education. *degree* - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

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

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

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

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

The following labor categories may apply to this task order. All personnel under each labor category are required to obtain a Secret Security Clearance. An asterisk (*) denotes key labor categories for which the contractor must obtain approval of personnel from the Contracting Officer Representative (COR) prior to work being performed under this contract. Minimum Qualification Requirements for key personnel are indicated.

FOREIGN MILITARY SALES ANALYST

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Functional Description: Applies analytic techniques in the evaluation of program/project objectives in support of International agreements and Foreign Military Sales cases. Analyzes requirements, status, budget and schedules. Performs management, technical, or business case analyses. Participates as a member of and/or supports the specified program or project team. Collects, completes, organizes and interprets data relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies government-instituted processes for documentation, change control management and data management.

Education: AS or AA degree. **ALLOWABLE SUBSTITUTION:** An additional two (2) years of experience in program management, technical or business analysis disciplines can be substituted for an AS or AA degree.

Experience: At least four (4) years of experience in program management, technical or business analysis disciplines is required. Included in the four (4) years, there must be two (2) years of demonstrated experience in technical efforts supporting major weapons systems and components development with specific knowledge of FMS and Defense Security Assistance Programs analyzing program/project status and providing documentation to support project/program is required.

JUNIOR PROGRAM ANALYST / OPERATIONS ANALYST

Functional Description: Provides program office analysis support. Participates in meetings and supports specified Program Integrated Product Teams (IPTs). Tracks program/project status and schedules, takes minutes, prepares presentations, reports, studies, documentation. Performs tasks under supervision.

Education: AS or AA degree. **ALLOWABLE SUBSTITUTION:** An additional four (4) years of experience in a business or technical position can be substituted for an AS or AA degree.

Experience: At least two (2) years of experience in a business or technical position is required.

PROGRAM ANALYST

Functional Description: Analyzes program requirements, status, budget and schedules. Performs program management, technical, or business case analyses. Participates as a member of and/or supports the specified Program Integrated Product Teams (IPTs); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Education: BS or BA degree in a Business, Management or Information Services Management. **ALLOWABLE SUBSTITUTION:** An AS or AA degree and an additional four (4) years of experience in program management, technical or business analysis discipline; OR an additional six (6) years of experience in program management, technical or business analysis discipline may be substituted for a BS or BA degree.

Experience: At least four (4) years of experience in program management, technical or business analysis discipline is required. Included in the four (4) years, there must be two (2) years professional experience in technical efforts supporting major weapon systems and components development is required. Demonstrated experience in the program/project status and schedules is preferred. Demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of military acquisition programs (as specified in the DoD 5000 series) is preferred. Experience processing program acquisition, funding and contract documentation for military programs is preferred.

SENIOR PROGRAM ANALYST

Functional Description: Performs critical program management, technical, or business analysis of major DoD acquisition systems and provides recommendations to ensure program success. Provides program analysis support for all aspects of the program. Participates as a member of and/or supports the overall Program and Integrated

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Product Teams (IPTs). Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Education: MS or MA degree in a Business, Management is required. ALLOWABLE SUBSTITUTION: A BS or BA degree or Project Management Institute (PMI) certification and an additional three (3) years of experience in program management, technical, or business analysis discipline, related to weapon systems acquisition and life cycle management can be substituted for an MS or MA degree. An additional five (5) years experience in program management, technical, or business analysis discipline, related to weapon systems acquisition and life cycle management may be substituted for the BS or BA degree requirement.

Experience: At least ten (10) years experience in program management, technical, or business analysis discipline, related to weapon systems acquisition and life cycle management; and a minimum of six (6) years out of 10 years of recent work experience related to analysis and planning is required. Familiarity with SECNAV, OPNAV, and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work Requests, Requisitions, Contract Data Requirements List, and DD254 is preferred. Demonstrated experience in the program/project status, earned value management and schedules is preferred.

ACQUISITION SPECIALIST* Key Personnel

Functional Description: Supports and drafts program milestone related documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Supports the development of program acquisition documentation such as Acquisition Plans (AP), Acquisition Strategy Reports (ASR), Procurement Initiation Document (PID), Statement of Work (SOW), funding documents, contract awards, agreements, and Acquisition Program Baseline Agreements (APBA). Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission requirements. Attends, participates, supports, analyzes, provides input, develops, prepares and reports on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Utilizes business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management. Participates in meetings and supports specified Program Integrated Product Teams (IPTs).

Education: BS or BA degree in a Business, Management or Information Services Management. ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience related to weapon systems acquisition; OR an additional eight (8) years of experience related to weapon systems acquisition may be substituted for a BS or BA degree.

Experience: At least six (6) years of experience related to weapon systems acquisition, including logistics, research and development, configuration management or systems analysis/design is required. At least 3 years' experience as a Procurement Management Tool (PMT) user and Procurement Initiation Document (PID) drafter is required. Experience with NAVAIR PID policies, procedures, experience facilitating Procurement Planning Conferences (PPCs) and Procurement Planning Agreements (PPAs) is required. Demonstrated knowledge in one or more of the following areas: program management, systems engineering, system acquisition, financial management, test and evaluation or integrated logistics support is preferred. Demonstrated knowledge, and/or familiarity with the DoD and SECNAV 5000 acquisition series, Federal and DoD acquisition regulations and PPBE process is preferred. Has demonstrated knowledge in one or more of the following areas: system acquisition, acquisition documentation, configuration management, risk analysis and Government furnished equipment (GFE) or Government furnished information (GFI) is preferred.

ACQUISITION SPECIALIST - Non-Key Personnel

Functional Description: Supports and drafts program milestone related documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Supports the development of program acquisition

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documentation such as Acquisition Plans (AP), Acquisition Strategy Reports (ASR), Procurement Initiation Document (PID), Statement of Work (SOW), funding documents, contract awards, agreements, and Acquisition Program Baseline Agreements (APBA). Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission requirements. Attends, participates, supports, analyzes, provides input, develops, prepares and reports on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Utilizes business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management. Participates in meetings and supports specified Program Integrated Product Teams (IPTs).

Education: BS or BA degree in a Business, Management or Information Services Management. ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience related to weapon systems acquisition ; OR an additional eight (8) years of experience related to weapon systems acquisition may be substituted for a BS or BA degree.

Experience: At least six (6) years of experience related to weapon systems acquisition, including logistics, research and development, configuration management or systems analysis/design is required. Demonstrated knowledge in one or more of the following areas: program management, systems engineering, system acquisition, financial management, test and evaluation or integrated logistics support is preferred. Demonstrated knowledge, and/or familiarity with the DoD and SECNAV 5000 acquisition series, Federal and DoD acquisition regulations and PPBE process is preferred. Has demonstrated knowledge in one or more of the following areas: system acquisition, acquisition documentation, configuration management, risk analysis and Government furnished equipment (GFE) or Government furnished information (GFI) is preferred.

SENIOR ACQUISITION SPECIALIST*Key Personnel

Functional Description: Reviews milestone decision documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Conducts research and provides recommendations to support the development of program acquisition strategies. Supports the preparation of documentation such as Acquisition Plans (AP), Acquisition Strategy Reports (ASR), Statement of Work (SOW), Acquisition Decision Memorandums, Memorandums of Agreement, Acquisition Program Baseline Agreements (APBA), Acquisition Category (ACAT) requests, Abbreviate Acquisition Program (AAP), and Non Designated Program (NDAP) requests. Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission requirements. Attend, participate, support, analyze, provide input, develop, prepare and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Integrates business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management.

Education: MS or MA degree in a Business, Management, or Information Services Management. ALLOWABLE SUBSTITUTION: A BS or BA degree and an additional four (4) years of experience related to weapon systems acquisition can be substituted for an MS or MA degree.

Experience: At least twelve (12) years of experience related to weapon systems acquisition, including logistics, research and development, configuration management or systems analysis/design; and demonstrated experience in one or more of the following areas: program management, systems engineering, major system acquisitions, financial management, test and evaluation or integrated logistics support is required. Demonstrated knowledge, and/or familiarity with the DoD and SECNAV 5000 acquisition series, Federal and DoD acquisition regulations and PPBE process is preferred. Demonstrated leading the execution of complex tasks is preferred. Has demonstrated knowledge in one or more of the following areas: system acquisition, acquisition documentation, configuration management, risk analysis and Government furnished equipment (GFE) or Government furnished information (GFI) is preferred.

SENIOR ACQUISITION SPECIALIST - Non-Key Personnel

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Functional Description: Supports program office efforts including coordination with Navy and Marine aviation headquarters and Fleet commands. Reviews Enabler Naval Aviation Requirements Group (ENARG) issues to ensure they are appropriately recorded, analyzed and addressed for potential consideration as Program Objectives Memorandum (POM) issues. Conducts research and provides recommendations to support the development of program acquisition strategies. Supports the preparation of documentation such as Program Objective Memorandum (POM) Issue Sheets, Program Capability Roadmaps, Program Office Master Plan, and executive level briefings. Assess program procedures, practices, philosophies, and documentation for compliance with customer requirements. Attend, participate, support, analyze, provide input, develop, prepare and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Integrates business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management.

Education: MS or MA degree in a Business, Management, or Information Services Management.

ALLOWABLE SUBSTITUTION: A BS or BA degree and an additional four (4) years of experience related to weapon systems acquisition can be substituted for an MS or MA degree.

Experience: At least twelve (12) years of experience related to weapon systems acquisition, including logistics, research and development, configuration management or systems analysis/design; and demonstrated experience in one or more of the following areas: program management, systems engineering, major system acquisitions, financial management, test and evaluation or integrated logistics support is required. Demonstrated knowledge, and/or familiarity with the DoD and SECNAV 5000 acquisition series, Federal and DoD acquisition regulations and PPBE process is preferred. Demonstrated leading the execution of complex tasks is preferred. Has demonstrated knowledge in one or more of the following areas: system acquisition, acquisition documentation, configuration management, risk analysis and requirements documentation is preferred.

SENIOR SYSTEM ADMINISTRATOR (INFORMATION TECHNOLOGY)* Key Personnel

Functional Description: Manages the functionality and efficiency of a group of computers running on one or more operating systems. Maintains the integrity and security of servers and systems. Sets up administrator and service accounts. Maintains system documentation. Interacts with users and evaluates vendor products. Makes recommendations to purchase hardware and software, coordinates installation and provides backup recovery. Develops and monitors policies and standards for allocation related to the use of computing resources. May program in an administrative language. Develops and implements testing strategies and document results. Provides advice and training to end-users. Provides guidance and work leadership to less-experienced staff members. Maintains current knowledge of information systems technologies as assigned. Participates in special projects as required.

Education: BS or BA degree in a Computer Science or Information Systems. **ALLOWABLE SUBSTITUTION:** The equivalent combination of education, technical certifications or training, or work experience in systems administration and analysis .

Experience: At least ten (10) years of experience in systems administration and analysis is required. Experience in web design/development using programming languages such as Hypertext Markup Language (HTML), Cascading Style Sheets (CSS), Visual Basic, and Java Script is preferred. Experience building software tools that enable team collaboration and data management is preferred. Website management to include SharePoint and Share-drive management is preferred.

LOGISTICS ANALYST

Functional Description: Support SMEs for respective organizations, including IMRL, SE, P&P, Tech Data, etc. Performs various tasks related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and

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identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

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

Experience: At least six (6) years of experience in operational logistics support/maintenance engineering, or Demonstrated Master Logistician (DML) included in the (6) six years three (3) years of recent experience in acquisition logistics/maintenance engineering is required. Three (3) years of specific experience in Diminishing Manufacturing Sources Material Supply (DMSMS) analysis is preferred. Experience or education demonstrating ability to perform ILS studies, analysis, and evaluations in support of DoD weapons systems/equipment is preferred. **ALLOWABLE SUBSTITUTION:** An MS or MA degree may be substituted for two (2) years of operations logistics experience.

14.0 Acronyms

ACRONYM:	DEFINED AS:
AD/D	Aircraft Display / Devices
PMA202	Aircrew Systems Program Office
BASICS	Base Access Security Information Control System
CBD	Chemical Biological Defense
CDRL	Contract Data Requirements List
CHEM BIO	Chemical Biological
CLIN	Contract Line Item Number
CPFF	Cost-Plus-Fixed-Fee
CWS	Compressed Work Schedule
DoD	Department of Defense
DoN	Department of the Navy
DMSMS	Diminishing Manufacturing Sources Material Supply
EVA	Enhanced Visual Acuity
FMS	Foreign Military Sales
GFE	Government Furnished Equipment
IA	Information Assurance
IPT	Integrated Product Team

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ISSC	In-Service Support Center
IT	Information Technology
JPAS	Joint Personnel Adjudication System
NARG	Naval Aviation Requirements Group
MDA	Milestone Decision Authority
NATOPS	Naval Air Training Operating Procedures Standardization
NAS	Naval Air Station
NAVAIR	Naval Air Systems Command
NAVCOMP	Navy Comptroller
NERP	Navy Enterprise Resource Planning
NMCI	Navy Marine Corps Intranet
O&M,N	Operations and Maintenance, Navy
OCF	Other Customer Funds
OCONUS	Outside Continental United States
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
OPS	Operations
OPSEC	Operation Security Plan
OP,N	Other Procurement, Navy
OSD	Office of the Secretary of Defense
PID	Procurement Initiation Document
PMA	Program Manager Air
POM	Program Objective Memorandum
PPE	Personnel Protective Equipment
RDAIS	ASN(RD&A) Information System
RDT&E	Research, Development, Test & Evaluation
SIPRNet	Secret Internet Protocol Router Network
SOA	State of the Art
SOO	Statement Of Objectives
SOW	Statement Of Work

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SSA Software Support Activity

STR Software Trouble Report

S&T Science and Technology

TOM Task Order Manager

VS Vision Systems

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, TBD, shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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

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

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal dated 12 July 2017, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

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REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the PMA-202 via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

13RA HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Task Order Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Task Order Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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SECTION D PACKAGING AND MARKING

Note: All clauses of Section D of the Seaport –Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Items 7000-7004, 7100-7104, 7200-7204, 7300-7304, and 7400-7404: Packing and marking are not applicable to these items.

Items 9000-9007, 9100-9107, 9200-9207, 9300-9307, and 9400-9407: Packing and marking shall be in accordance with best commercial practices.

Items 7040, 7140, 7240, 7340, and 7440: The data to be furnished hereunder shall be in accordance with Exhibit A, Contract Data Requirements List (CDRLs), packaged and marked in accordance with clause HQ-D-2-0008 Marking of Reports (NAVSEA) (SEP 1990).

11RA HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be specified in the contract.

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating manual (NISPOM) DOD 5220.22-M dated 28 February 2006.

11RA 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:
 - a. Robin Sullivan
 - b. PMA-202

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SECTION E INSPECTION AND ACCEPTANCE

Note: All the clauses of Section E of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Items 7000-7004, 7100-7104, 7200-7204, 7300-7304, 7400-7404, 9000-9007, 9100-9107, 9200-9207, 9300-9307, and 9400-9407: The Government will utilize the Surveillance Activity Checklist (SAC), Attachment J4, to ensure Contractor compliance with contract requirements, inclusive of terms and conditions, in accordance with the SOW in Section C. Inspection and acceptance of the services called for hereunder shall be performed by the COR in accordance with the SAC, via Wide Area WorkFlow (WAWF) Receiving Report (RR).

Items 7040, 7140, 7240, 7340, and 7440: The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL). Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

CLAUSES INCORPORATED BY REFERNCE

52.246-5 Inspection of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNCIAL 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 enduring successful completion of the requirement set forth in the DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of 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 material.

*Note: The PCO refers to the Task Order PCO.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/1/2017 - 10/31/2018
7001	11/1/2017 - 10/31/2018
7002	11/1/2017 - 10/31/2018
7003	11/1/2017 - 10/31/2018
7004	11/1/2017 - 10/31/2018
7010	11/1/2017 - 10/31/2018
7100	11/1/2018 - 10/31/2019
7104	11/1/2018 - 10/31/2019
9000	11/1/2017 - 10/31/2018
9001	11/1/2017 - 10/31/2018
9002	11/1/2017 - 10/31/2018
9003	11/1/2017 - 10/31/2018
9004	11/1/2017 - 10/31/2018
9005	11/1/2017 - 10/31/2018
9006	11/1/2017 - 10/31/2018
9007	11/1/2017 - 10/31/2018
9010	11/1/2017 - 10/31/2018
9100	11/1/2018 - 10/31/2019
9101	11/1/2018 - 10/31/2019
9107	11/1/2018 - 10/31/2019

Note: All clauses of Section F of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on 01 November 2017 and shall continue until 31 October 2018. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18 "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

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, Exhibits 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, which are listed in Block 6 of the DD Form 1423.

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(1) PMA-202

(2) ACO: Refer to Block 24 of the Basic Contract

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

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

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

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

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

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

NAVAIRSYSCOM (PMA-202)

Patuxent River, MD 20670

COR: Robin Sullivan,

Phone: 301-866-2483

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

The services to be performed herein shall be performed on-site at PMA202, CAB1, 2nd Deck, 21491 Great Mills Road, Lexington Park, MD 20653-1220 or Patuxent River Naval Air Station Patuxent River, Maryland, Naval Air Systems Command (NAVAIR), and contractor facilities within 30 miles of NAS Patuxent River.

*NOTE: Services performed outside the 30 mile limitation require justification and prior COR approval.

CLIN - DELIVERIES OR PERFORMANCE

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

7000	11/1/2017 - 10/31/2018
7001	11/1/2017 - 10/31/2018
7002	11/1/2017 - 10/31/2018
7003	11/1/2017 - 10/31/2018
7004	11/1/2017 - 10/31/2018
7010	11/1/2017 - 10/31/2018
7100	11/1/2018 - 10/31/2019
7104	11/1/2018 - 10/31/2019
9000	11/1/2017 - 10/31/2018
9001	11/1/2017 - 10/31/2018

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9002	11/1/2017 - 10/31/2018
9003	11/1/2017 - 10/31/2018
9004	11/1/2017 - 10/31/2018
9005	11/1/2017 - 10/31/2018
9006	11/1/2017 - 10/31/2018
9007	11/1/2017 - 10/31/2018
9010	11/1/2017 - 10/31/2018
9100	11/1/2018 - 10/31/2019
9101	11/1/2018 - 10/31/2019
9107	11/1/2018 - 10/31/2019

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

7101	11/1/2018 - 10/31/2019
7102	11/1/2018 - 10/31/2019
7103	11/1/2018 - 10/31/2019
7110	11/1/2018 - 10/31/2019
7200	11/1/2019 - 10/31/2020
7201	11/1/2019 - 10/31/2020
7202	11/1/2019 - 10/31/2020
7203	11/1/2019 - 10/31/2020
7204	11/1/2019 - 10/31/2020
7210	11/1/2019 - 10/31/2020
7300	11/1/2020 - 10/31/2021
7301	11/1/2020 - 10/31/2021
7302	11/1/2020 - 10/31/2021
7303	11/1/2020 - 10/31/2021
7304	11/1/2020 - 10/31/2021
7310	11/1/2020 - 10/31/2021
7400	11/1/2021 - 10/31/2022
7401	11/1/2021 - 10/31/2022
7402	11/1/2021 - 10/31/2022
7403	11/1/2021 - 10/31/2022
7404	11/1/2021 - 10/31/2022
7410	11/1/2021 - 10/31/2022
9102	11/1/2018 - 10/31/2019
9103	11/1/2018 - 10/31/2019
9104	11/1/2018 - 10/31/2019
9105	11/1/2018 - 10/31/2019
9106	11/1/2018 - 10/31/2019

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9110	11/1/2018 - 10/31/2019
9200	11/1/2019 - 10/31/2020
9201	11/1/2019 - 10/31/2020
9202	11/1/2019 - 10/31/2020
9203	11/1/2019 - 10/31/2020
9204	11/1/2019 - 10/31/2020
9205	11/1/2019 - 10/31/2020
9206	11/1/2019 - 10/31/2020
9207	11/1/2019 - 10/31/2020
9210	11/1/2019 - 10/31/2020
9300	11/1/2020 - 10/31/2021
9301	11/1/2020 - 10/31/2021
9302	11/1/2020 - 10/31/2021
9303	11/1/2020 - 10/31/2021
9304	11/1/2020 - 10/31/2021
9305	11/1/2020 - 10/31/2021
9306	11/1/2020 - 10/31/2021
9307	11/1/2020 - 10/31/2021
9310	11/1/2020 - 10/31/2021
9400	11/1/2021 - 10/31/2022
9401	11/1/2021 - 10/31/2022
9402	11/1/2021 - 10/31/2022
9403	11/1/2021 - 10/31/2022
9404	11/1/2021 - 10/31/2022
9405	11/1/2021 - 10/31/2022
9406	11/1/2021 - 10/31/2022
9407	11/1/2021 - 10/31/2022
9410	11/1/2021 - 10/31/2022

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SECTION G CONTRACT ADMINISTRATION DATA

Note: All the clauses of Section G of the Seaport-Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha, Alpha/numeric; numeric/Alpha; and numeric/numeric.

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. (June 2012)

(a) *Definitions.* As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

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(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table.

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

(a) The Contracting Officer has designated **Robin Sullivan, PMA202 Operations Officer, CAB1, Suite 202, 21491 Great Mills Road, Lexington Park, MD 20653-1220, PMA 202-B, 301-866-2434**, as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

- a. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;
- b. keep track of funds expended and remaining funds available so as not to overspend on the contract or order;
- c. pay particular attention to the timely review of invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and that charges are reasonable for the work performed;
- d. manage contractor use of Government property;
- e. perform production support, surveillance to assess compliance with contractual terms for schedule, cost and technical performance in the areas of design, development and production;
- f. Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability data control systems, configuration management, and independent research and development;
- g. Review and evaluate for technical adequacy the contractor's logistics support, maintenance, and modification programs;
- h. Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.

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

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS,CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database.

Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

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.

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5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
(16) Ensure timely notification by the contractor of any anticipated overrun or under run of the estimated cost under- cost reimbursement contracts.	COR
(30) Manage contractor use of government property	COR
(31) Perform production support, surveillance, and status reporting; including timely reporting of potential and actual slippages in contract delivery schedules	COR
(38) Ensure contractor compliance with contractual quality assurance requirements	COR
(40) Perform engineering surveillance to access compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production	COR
(41) Evaluate adequacy and performance surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering resources, reliability and maintainability data control systems, configuration management, and independent research and development	COR
(42) Review and evaluate for technical adequacy the contractor's logistics support, maintenance, and modification programs	COR
(51) Consent to placement of subcontracts	PCO
(58) Ensure timely submission of required reports	COR
(67) Support the program, product, and project offices regarding program review, program status, program performance and actual or anticipated program problems.	COR

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

Additional Functions	Retained for Performance By:

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All functions identified under FAR 42.302(b)	Retained by PCO

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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. As provided in the clause of this contract entitled "LIMITATION OF

FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

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

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

(c) CLINs/SLINs * are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

***SEE SECTION J TASK ORDER CEILING SPREADSHEET (ATTACHMENT J3) FOR INFORMATION REQUIRED**

HQ G-2-0009, Supplemental Instructions Regarding Electronic Invoicing (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI)

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or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

11RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

Type of Document (contracting officer check all that apply)

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

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

Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00421</u>
Service Acceptor DODAAC	<u>N00421</u>
Service Approver DODAAC	<u>N00421</u>
Ship To DODAAC	<u>N00421</u>

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DCAA Auditor DODAAC HAA 722

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

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

Send Additional Email Notification To:
COR/ACOR

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

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

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

Accounting Data

SLINID	PR Number	Amount
700401	1300673616	██████████
LLA :		
AA 97-11X8242 2884 000 74842 0 065916 2D PATY44 711680080GQF		
CIN 130067361600001		
900701	1300673616	██████████

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LLA :
AB 97-11X8242 2884 000 74842 0 065916 2D PATY44 711680090GQF
CIN 130067361600002

BASE Funding ██████████
Cumulative Funding ██████████

MOD P00001

700201 1300677821 ██████████
LLA :
AC 1781810 43S9 25100019 0 050120 2D 000000 A00004243569
CIN 130067782100001

700202 1300677821 ██████████
LLA :
AE 1781810 43S9 251 00019 0 050120 2D 000000 A10004243569
CIN 130067782100003

700301 1300677821 ██████████
LLA :
AD 1781319 45WT 251 00019 0 050120 2D 000000 A20004243569
CIN 130067782100005

900301 1300677821 ██████████
LLA :
AC 1781810 43S9 25100019 0 050120 2D 000000 A00004243569
CIN 130067782100002

900302 1300677821 ██████████
LLA :
AE 1781810 43S9 251 00019 0 050120 2D 000000 A10004243569
CIN 130067782100004

900401 1300677821 ██████████
LLA :
AC 1781810 43S9 25100019 0 050120 2D 000000 A00004243569
CIN 130067782100002

MOD P00001 Funding ██████████
Cumulative Funding ██████████

MOD P00002

700101 1300679238 ██████████
LLA :
AF 1781506 Y5CH 251 00019 0 050120 2D 000000 A00004258760
CIN 130067923800001

MOD P00002 Funding ██████████
Cumulative Funding ██████████

MOD P00003

700001 1300679587 ██████████
LLA :
AK 1781804 4A4A 251 00019 0 050120 2D 000000 A00004262815
CIN 130067958700001

700102 1300680752 ██████████
LLA :
AG 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004270675
CIN 130068075200001

700103 1300680752 ██████████
LLA :

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AH 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004270675

CIN 130068075200002

700104 1300680752

LLA :

AJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004270675

CIN 130068075200003

MOD P00003 Funding

Cumulative Funding

MOD P00004

700002 1300679587-0002

LLA :

AK 1781804 4A4A 251 00019 0 050120 2D 000000 A00004262815

CIN 130067958700002

700003 1300690670

LLA :

AL 1781804 8C6C 251 V5P00 0 050120 2D 000000 A00004353082

CIN 130069067000001

700302 1300677821-0001

LLA :

AM 1781319 45WT 251 00019 0 050120 2D 000000 A30004243569

CIN 130067782100006

700303 1300677821-0001

LLA :

AN 1781319 45WT 251 00019 0 050120 2D 000000 A40004243569

CIN 130067782100007

900101 1300679587-0002

LLA :

AK 1781804 4A4A 251 00019 0 050120 2D 000000 A00004262815

CIN 130067958700003

MOD P00004 Funding

Cumulative Funding

MOD P00005 Funding

Cumulative Funding

MOD P00006

700402 1300696840

LLA :

AP 97-11X8242 PRT4 251 00019 0 050120 2D 000000 A00004396692

CIN 130069684000001

900702 1300696840

LLA :

AP 97-11X8242 PRT4 251 00019 0 050120 2D 000000 A00004396692

CIN 130069684000001

MOD P00006 Funding

Cumulative Funding

MOD P00007

700004 1300679587-003

LLA :

AK 1781804 4A4A 251 00019 0 050120 2D 000000 A00004262815

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CIN 130067958700004

MOD P00007 Funding ██████████
Cumulative Funding ██████████

MOD P00008

700005 1300690670-0001 ██████████
LLA :
AL 1781804 8C6C 251 V5P00 0 050120 2D 000000 A00004353082
CIN 130069067000003

700105 1300680752.0001 ██████████
LLA :
AQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004270675
CIN 130068075200004

700106 1300680752-0001 ██████████
LLA :
AR 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004270675
CIN 130068075200005

700403 1300703053 ██████████
LLA :
AV 97-11X8242 2879 000 74792 0 065916 2D PMFF44 608180070GCI
CIN 130070305300001

700404 1300703053 ██████████
LLA :
AY 97-11X8242 2886 000 74862 0 065916 2D PCN044 723080380FCC
CIN 130070305300003

700405 1300703053 ██████████
LLA :
BG 97-11X8242 2817 000 74172 0 065916 2D PSZC44 726380210GAX
CIN 130070305300005

700406 1300703053 ██████████
LLA :
BJ 97-11X8242 2878 000 74782 0 065916 2D PKUA44 715880270GGW
CIN 130070305300007

700407 1300703053 ██████████
LLA :
BK 97-11X8242 2884 000 74842 0 065916 2D PATP44 622480460GQW
CIN130070305300009

700408 1300703053 ██████████
LLA :
BL 97-11X8242 2821 000 74212 0 065916 2D PFIA44 705880290GAU
CIN 130070305300011

700409 1300703053 ██████████
LLA :
BH 97-11X8242 2884 000 74842 0 065916 2D PAT044 803380050GQF
CIN 130070305300013

900703 1300703053 ██████████
LLA :
BC 97-11X8242 2879 000 74792 0 065916 2D PMFF44 608180080gCI
CIN 130070305300002

900704 1300703053 ██████████
LLA :
BF 97-11X8242 2886 000 74862 0 065916 2D PCN044 723080390FCC
CIN 130070305300004

900705 1300703053 ██████████
LLA :
BM 97-11X8242 2817 000 74172 0 065916 2D PSZC44 726380230GAX
CIN 130070305300006

900706 1300703053 ██████████

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LLA :
BN 97-11X8242 2878 000 74782 0 065916 2D PKUA44 715880280GGW
CIN 130070305300008

900707 1300703053 [REDACTED]

LLA :
BP 97-11X8242 2884 000 74842 0 065916 2D PATP44 622480470GQW
CIN 1300703053000010

900708 1300703053 [REDACTED]

LLA :
BQ 97-11X8242 2821 000 74212 0 065916 2D PFIA44 705880300GAU
CIN 1300703053000012

900709 1300703053 [REDACTED]

LLA :
BR 97-11X8242 2884 000 74842 0 065916 2D PAT044 803380060GQF
CIN 1300703053000014

MOD P00008 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00009 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00010

700006 1300719692 [REDACTED]

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CIN 130067782100008

700204 1300677821-0002 [REDACTED]

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AE 1781810 43S9 251 00019 0 050120 2D 000000 A10004243569
CIN 130067782100009

700303 1300677821-0001 [REDACTED]

LLA :
AN 1781319 45WT 251 00019 0 050120 2D 000000 A40004243569

CIN 130067782100007

900303 1300677821-0002 [REDACTED]

LLA :
AE 1781810 43S9 251 00019 0 050120 2D 000000 A10004243569
CIN 130067782100010

MOD P00010 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00011

700004 1300679587-003, 1300679587-004 [REDACTED]

LLA :
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CIN 130067958700004 [REDACTED]
CIN 130067958700005 [REDACTED]
CIN 130067958700006 [REDACTED]

900101 1300679587-0002, 1300679587-0004 [REDACTED]

LLA :
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CIN 130067958700003 [REDACTED]
CIN 130067958700007 [REDACTED]

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MOD P00011 Funding ██████████
Cumulative Funding ██████████

MOD P00012

710001 1300750743 ██████████
LLA :
BU 1791804 4A4A 251 00019 0 050120 2D 000000 A00004779857
CIN 130075074300001

710401 1300750920 ██████████
LLA :
BV 97-11X8242 2821 000 74212 0 065916 2D PFIA44 705880470GAU
CIN 130075092000001
Case:FI-P-GAU

710402 1300750920 ██████████
LLA :
BY 97-11X8242 2884 000 74842 0 065916 2D PATP44 622480560GQW
CIN 130075092000005
Case: AT-P-GQW

710403 1300750920 ██████████
LLA :
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CIN 130075092000003
CASE: CN-P-FEL

710404 1300750920 ██████████
LLA :
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CIN 1300750920000009
Case:AT-P-GQF

710405 1300750920 ██████████
LLA :
CA 97-11X8242 2884 000 74842 0 065916 2D PAT044 821780030GQF
CIN 1300750920000007

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LLA :
CB 97-11X8242 2878 000 74782 0 065916 2D PKUA44 731181200GHJ
CIN 1300750920000011

710408 1300750920 ██████████
LLA :
CC 97-11X8242 2817 000 74172 0 065916 2D PSZC44 823080030GAX
CIN 1300750920000013

710409 1300750920 ██████████
LLA :
CD 97-11X8242 2879 000 74792 0 065916 2D PMFF44 829780010GCI
CIN 130075092000015

910001 1300750743 ██████████
LLA :
BU 1791804 4A4A 251 00019 0 050120 2D 000000 A00004779857
CIN 130075074300002

910101 1300750743 ██████████
LLA :
BU 1791804 4A4A 251 00019 0 050120 2D 000000 A00004779857
CIN 130075074300003

910701 1300750920 ██████████
LLA :
CE 97-11X8242 2821 000 74212 0 065916 2D PFIA44 705880400GAU
CIN 130075092000002

910702 1300750920 ██████████
LLA :
CF 97-11X8242 2886 000 74862 0 065916 2D PCN044 826880190FEL
CIN 130075092000004

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910703 1300750920 [REDACTED]
 LLA :
 CG 97-11X8242 2884 000 74842 0 065916 2D PATP44 622480550GQW
 CIN 130075092000006

910704 1300750920 [REDACTED]
 LLA :
 CH 97-11X8242 2884 000 74842 0 065916 2D PAT044 821780040GQF
 CIN 130075092000008

910705 1300750920 [REDACTED]
 LLA :
 CJ 97-11X8242 2884 000 74842 0 065916 2D PAT044 821780060GQF
 CIN 130075092000010

910706 1300750920 [REDACTED]
 LLA :
 CK 97-11X8242 2878 000 74782 0 065916 2D PKUA44 731181210GHJ
 CIN130075092000012

910707 1300750920 [REDACTED]
 LLA :
 CL 97-11X8242 2817 000 74172 0 065916 2D PSZC44 823080020GAX
 CIN 130075092000014

910708 1300750920 [REDACTED]
 LLA :
 CM 97-11X8242 2879 000 74792 0 065916 2D PMFF44 829780020GCI
 CIN 130075092000016

MOD P00012 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD P00013 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All the clauses of Section H of the Seaport-Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 161,568 (*without increased capacity*) (*additional 12,672 manhours if increased cap if fully exercised*) for **grand potential 174,240** 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 (except as provided in paragraph (j) below), 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 609 hours per week. It is understood and agreed that the rate of man H-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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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 Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of 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.

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

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

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

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [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 designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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

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

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment J1. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

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- (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.

[X] (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))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering non-developmental 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))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly,

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predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(b)(1))

[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.

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

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

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

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

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

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

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

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the

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prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

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

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

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

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

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

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

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

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

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

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

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

(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

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rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR)
(MAR 2007)**

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navair.navy.mil/>

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to *exercise of any of the rights granted under this clause*, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

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

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas /etc., and security clearances.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

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

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

(c) Travel Policy.

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

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

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

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimburse the per diem in the JTR.

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

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

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

(c) The contractor agrees that during the first six months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information 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

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impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

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

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

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

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

5252.242-9515 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.

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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:

Code AIR 2.5.1.9

Naval Air Warfare Center Aircraft Division

21983 Bundy Road, Building

Patuxent River, MD 20670

H-TXT-GFP RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT

(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	Property provided "As Is" Yes/No

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The contractor is responsible for scheduling the use of the said property. The Government shall not be responsible for conflicts, delay or disruptions to any work performed by the contractor due to use of the property under this contract or any other contracts under which use of such property is authorized.

TASK ORDER H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (AIR-2.5.1)

(a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed

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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 5 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 hourly rates or Department of Labor hourly rates established for the current term at contract award.

(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.

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SECTION I CONTRACT CLAUSES

Note: All the clauses of Section I of the Seaport-Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a COST PLUS FIXED FEE contract resulting from this solicitation.

The following clauses are included by reference:

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

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

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS(OCT 2015)

52.216-8 FIXED FEE (JUN 2011)

52.245-1 -- GOVERNMENT PROPERTY (APR 2012)

52.245-9 USE AND CHANGES (APR 2012)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS(SEP 2011)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS(NOV 2011)

252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012)

252.245-7001 TAGGING, LABELING AND MARKING OF GOVERNMENT FURNISHED PROPERTY (APR 2012)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)

The following clauses are incorporated by full text:

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or

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audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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 on or before the expiration of the task order period of performance.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

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(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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ___zero (0)___ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery

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schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.244-2 SUBCONTRACTS (Oct 2010)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. “Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____TBD_____

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

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(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus a percentage- of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

_____ N/A _____

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 Naval Base, Patuxent River, MD 20670. 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. **(See note below) 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 the COR/ACOR. All losses are to have the permanent badges returned to Pass Office, Patuxent River, MD 20670 on the last day of the individual's task requirement.

** In place of the Locator Form, the Contractor shall fill out their information on the following website:
<https://basics.navair.navy.mil>

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

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

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the

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purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

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

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

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

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008, (available at DFARS [PGI 204.4](#)).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

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

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

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“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts.

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This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

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- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236);
or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

252.227-7013 Rights in Technical Data--Noncommercial Items. (FEB 2014)

(a) *Definitions.* As used in this clause—

(1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

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(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially

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with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the

required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States

Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party,

except that the Government may reproduce, release, or disclose such data or authorize

the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or

method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or

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management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data

as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the

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contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to

covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support

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contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data			Name of Person
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to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

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Contract No.
Contractor Name
Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) ____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the

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Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

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(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

(a) *Definitions.* As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

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(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) “Minor modification” means a modification that does not significantly alter

the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify

as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains

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the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in

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computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.*

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions)

may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause

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or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or

disclose the following computer software should be restricted:

Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to

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deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

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The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number)_____, License No. _____(Insert license identifier)_____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this

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contract when—

- (i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or
- (ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA AND COMPUTER SOFTWARE. (APR 1988)

The Government shall have the right to require, at any time during the performance of this contract, within two (2) years after either acceptance of all items (other than data or computer software) to be delivered under this contract or termination of this contract, whichever is later, delivery of any technical data or computer software item identified in this contract as “deferred delivery” data or computer software. The obligation to furnish such technical data required to be prepared by a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date Contractor accepts the last delivery of that item from that subcontractor for use in performing this contract.

252.227-7027 Deferred Ordering of Technical Data or Computer Software. (APR 1988)

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that

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subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the "Rights in Technical Data and Computer Software" clause of this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data. (JUN 2013)

(a) *Definitions.* The terms used in this clause are defined in the Rights in Technical Data—Noncommercial Items clause of this contract.

(b) *Presumption regarding development exclusively at private expense.*

(1) *Commercial items.* For commercially available off-the-shelf items (defined at 41 U.S.C. 104) in all cases, and for all other commercial items except as provided in paragraph (b) (2) of this clause, the Contracting Officer will presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Contracting Officer shall not challenge such assertions unless the Contracting Officer has information that demonstrates that the item, component, or process was not developed exclusively at private expense.

(2) *Major systems.* The presumption of development exclusively at private expense does not apply to major systems or subsystems or components thereof, except for commercially available off-the-shelf items (which are governed by paragraph (b)(1) of this clause. When the Contracting Officer challenges an asserted restriction regarding technical data for a major system or a subsystem or component thereof on the basis that the item, component, or process was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the item, component, or process was developed exclusively at private expense.

(c) *Justification.* The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except as provided in paragraph (b)(1) of this clause, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) *Prechallenge request for information.*

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

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(e) *Challenge.*

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) *Final decision when Contractor or subcontractor fails to respond.* Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with paragraph (b) of this clause and the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) *Final decision when Contractor or subcontractor responds.*

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes

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clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) *Final disposition of appeal or suit.*

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as

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defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) *Duration of right to challenge.* The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes “validation” as addressed in 10 U.S.C. 2321.

(j) *Decision not to challenge.* A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute “validation.”

(k) *Privity of contract.* The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) *Flowdown.* The Contractor or subcontractor agrees to insert this clause in

contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://acquisition.gov/far/>

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SECTION J LIST OF ATTACHMENTS

Attachment J1- Organizational Conflict of Interest List IAW Clause 5252.209-9510

Attachment J2 DD Form 254 DoD Contract Security Classification Specification- **Updated MOD P00002**

Attachment J3 Task Order Ceiling Spreadsheet as of **MOD P00013.**

Attachment J4- Surveillance Activity Checklist

Exhibit A- Contract Data Requirements List (CDRLs)- **Updated MOD P00002**