

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
20

3. EFFECTIVE DATE
10-Mar-2016

4. REQUISITION/PURCHASE REQ. NO.
1300555566,1300535210

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

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
arlene.ashley@navy.mil 301-757-2530

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

SCD: C

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

Ausley Associates, Inc.
46611 Corporate Drive, Suite 101
Lexington Park MD 20653-1954

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4201-M802

10B. DATED (SEE ITEM 13)

30-Sep-2013

CAGE CODE 1CXT4

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [X] D. OTHER (Specify type of modification and authority)
FAR 43.103 (a) Mutual Agreement of Parties & 52.232-22 'Limitation of funds'

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

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

SEE PAGE 2

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

[REDACTED], Contracts Specialist

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

Christin J Simpson, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/ [REDACTED]
(Signature of person authorized to sign)

28-Mar-2016

BY /s/Christin J Simpson
(Signature of Contracting Officer)

28-Mar-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to update Paragraph 4.1 of the Statement of Work and to provide incremental funding as follows ...

- 1) CLIN 7222 via SLIN 722202 in the amount of \$152,000.00, as directed by PR #1300535210-0001;
- 2) CLIN 7220 via SLIN 722003 and CLIN 9220 via SLIN 922003 in the amounts of \$1,369,051.05 and \$130,948.95 respectively, as directed by PR #1300555566;
- 3) CLIN 7201 via SLIN 720102 in the amount of \$165,977.28, as directed by PR #1300557320;
- 4) CLIN 7201 via SLIN 720103 in the amount of \$158,073.60, as directed by PR #1300557473, and
- 5) CLIN 7202 via SLIN 720202 and CLIN 9202 via SLIN 920202 in the amounts of \$1,146,033.60 and \$6,886.81 respectively, as directed by PR #1300557534

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$24,609,254.63 by \$3,128,971.29 to \$27,738,225.92.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
720102	RDT&E	0.00	165,977.28	165,977.28
720103	RDT&E	0.00	158,073.60	158,073.60
720202	APN	0.00	1,146,033.60	1,146,033.60
722003	RDT&E	0.00	1,369,051.05	1,369,051.05
722202	O&MN,N	0.00	152,000.00	152,000.00
920202	APN	0.00	6,886.81	6,886.81
922003	RDT&E	0.00	130,948.95	130,948.95

The total value of the order is hereby increased from \$39,486,291.00 by \$0.00 to \$39,486,291.00.

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

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 1 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	R408	Base Period (PMA266): Services in accordance with Statement of Work. (RDT&E)	1.0	LO	████	████	\$0.00
4002	R408	Base Period (PMA266): Services in accordance with Statement of Work. (APN)	1.0	LO	██████████	██████████	\$601,531.69
400201	R408	Funding in support of CLIN 4002 (APN)					
4003	R408	Base Period (PMA266): Services in accordance with Statement of Work. (O&MN,N)	1.0	LO	████████████████████		\$4,066,616.00
400301	R408	Funding in support of CLIN 4003, Cargo UAS OCO, SOW Section 3.4.2 (O&MN,N)					
400302	R408	Funding in support of CLIN 4003, VTUAV SOW 3.4.1 (O&MN,N)					
400303	R408	Funding in support of CLIN 4003, VTUAV OCO, SOW 3.4.1 (O&MN,N)					
400304	R408	Funding in support of CLIN 4003 (O&MN,N)					
4004	R408	Base Period (PMA266): Services in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	████	████	\$0.00
4010	R408	Base Period (PMA266)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	████	████	\$0.00
4020	R408	Base Period (PMA262): Services in accordance with Satement of Work. (RDT&E)	1.0	LO	██████████	██████████	\$4,105,730.22
402001	R408	Funding in support of CLIN 4020 (RDT&E)					
402002	R408	Funding in support of CLIN 4020 (RDT&E)					
402003	R408	Funding in support of CLIN 4020 (RDT&E)					
402004	R408	Funding in support of CLIN 4020 (RDT&E)					
402005	R408	Funding in support of CLIN 4020, realigned from SLIN 602002 (RDT&E)					

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 2 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
402006	R408	Funding in support of CLIN 4020, realigned from SLIN 603102 (RDT&E)					
4030	R408	Base Period (PMA262)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
4040	R408	Base Period: Technical Data in Accordance with Statement of Work (SOW). Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R408	Base Period (PMA266): Other Direct Costs in accordance with Statement of Work. (RDT&E)	1.0	LO	\$0.00
6002	R408	Base Period (PMA266): Other Direct Costs in accordance with Statement of Work. (APN)	1.0	LO	\$9,270.00
600201	R408	Funding in support of CLIN 6002 (APN)			
6003	R408	Base Period (PMA266): Other Direct Costs in accordance with Statement of Work. (O&MN,N)	1.0	LO	\$63,600.00
600301	R408	Funding in support of CLIN 6003. VTUAV SOW 3.4.1 (O&MN,N)			
600302	R408	Funding in support of CLIN 6003. (O&MN,N)			
6004	R408	Base Period (PMA266): Other Direct Costs in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	\$0.00
6010	R408	Base Period (PMA266) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	\$0.00
6011	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for the Base period of performance in accordance with 5252.237-9503. (PMA-266) (Fund Type - TBD)	1.0	LO	\$53,036.00
601101	R408	Funding in support of CLIN 6011, VTUAV SOW 3.4.1 (O&MN,N)			
6020	R408	Base Period (PMA262): Other Direct Costs in accordance with Statement of Work. (RDT&E)	1.0	LO	\$111,536.63
602001	R408	Funding for CLIN 6020 (RDT&E)			
602002	R408	Funding for CLIN 6020 (RDT&E)			
6030	R408	Base Period (PMA262) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	\$0.00
6031	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for the Base period of performance in accordance with 5252.237-9503. (PMA-262) (Fund Type - TBD)	1.0	LO	\$51,806.57

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 3 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
603101	R408	Funding for CLIN 6031 (RDT&E)			
603102	R408	Funding for CLIN 6031 (RDT&E)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R408	Option Period I (PMA266): Services in accordance with Statement of Work. (RDT&E)	1.0	LO	██████████	██████████	\$826,288.32
710101	R408	Funding in support of CLIN 7101. (RDT&E)					
710102	R408	Funding in support of CLIN 7101. (RDT&E)					
710103	R408	Funding in support of CLIN 7101. (RDT&E)					
7102	R408	Option Period I (PMA266): Services in accordance with Statement of Work. (APN)	1.0	LO	██████████	██████████	\$2,039,308.32
710201	R408	Funding in support of CLIN 7102. (APN)					
710202	R408	Funding in support of CLIN 7102. (APN)					
7103	R408	Option Period I (PMA266): Services in accordance with Statement of Work. (O&MN,N)	1.0	LO	██████████	██████████	\$2,388,024.88
710301	R408	Funding in support of CLIN 7103. (O&MN,N)					
710302	R408	Funding in support of CLIN 7103. (O&MN,N)					
710303	R408	Funding in support of CLIN 7103. (O&MN,N)					
710304	R408	Funding in support of CLIN 7103. (O&MN,N)					
7104	R408	Option Period I (PMA266): Services in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$270,837.06
710401	R408	Funding in support of CLIN 7104. (FMS)					
7110	R408	Option Period I (PMA266)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$0.00

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 4 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7120	R408	Option Period I (PMA262): Services in accordance with Statement of Work. (RDT&E)	1.0	LO	██████████	██████████	\$3,835,440.75
712001	R408	Funding in support of CLIN 7120. (RDT&E)					
712002	R408	Funding in support of CLIN 7120. (RDT&E)					
712003	R408	Funding in support of CLIN 7120. (RDT&E)					
7121	R408	Option Period I (PMA262): Services in accordance with Statement of Work. (APN)	1.0	LO	████	████	\$0.00
7122	R408	Option Period I (PMA262): Services in accordance with Statement of Work. (O&MN,N)	1.0	LO	██████████	██████████	\$142,195.20
712201	R408	Funding in support of CLIN 7122. (O&MN,N)					
7123	R408	Option Period I (PMA262): Services in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$100,048.00
712301	R408	Funding in support of CLIN 7123. (FMS)					
712302	R408	Funding in support of CLIN 7123. (Fund Type - OTHER)					
7130	R408	Option Period I (PMA262)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	████	████	\$0.00
7140	R408	Option I: Technical Data in Accordance with Statement of Work (SOW). Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	████	████	\$0.00
7201	R408	Option Period II (PMA266): Services in accordance with Statement of Work. (RDT&E)	1.0	LO	██████████	██████████	\$1,547,910.17
720101	R408	Funding in support of CLIN 7201. (RDT&E)					
720102	R408	Funding in support of CLIN 7201. (RDT&E)					
720103	R408	Funding in support of CLIN 7201. (RDT&E)					
7202	R408	Option Period II (PMA266): Services in accordance with Statement of Work. (APN)	1.0	LO	██████████	██████████	\$2,227,562.58

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 5 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720201	R408	Funding in support of CLIN 7202. (APN)					
720202	R408	Funding in support of CLIN 7202. (APN)					
7203	R408	Option Period II (PMA266): Services in accordance with Statement of Work. (O&MN,N)	1.0	LO	██████████	██████████	\$4,226,464.60
720301	R408	Funding in support of CLIN 7203. (O&MN,N)					
720302	R408	Funding in support of CLIN 7203. (O&MN,N)					
720303	R408	Funding in support of CLIN 7203. (O&MN,N)					
7204	R408	Option Period II (PMA266): Services in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$823,801.17
7210	R408	Option Period II (PMA266)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
7220	R408	Option Period II (PMA262): Services in accordance with Satement of Work. (RDT&E)	1.0	LO	██████████	██████████	\$8,035,301.40
722001	R408	Funding in support of CLIN 7220. (RDT&E)					
722002	R408	Funding in support of CLIN 7220. (RDT&E)					
722003	R408	Funding in support of CLIN 7220. (RDT&E)					
7221	R408	Option Period II (PMA262): Services in accordance with Satement of Work. (APN)	1.0	LO	██████████	██████████	\$2,081,307.87
7222	R408	Option Period II (PMA262): Services in accordance with Satement of Work. (O&MN,N)	1.0	LO	██████████	██████████	\$394,685.57
722201	R408	Funding in support of CLIN 7222. (O&MN,N)					
722202	R408	Funding in support of CLIN 7222. (O&MN,N)					
7223	R408	Option Period II (PMA262): Services in accordance with Satement of Work. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$164,000.00
722301	R408	Funding in support of CLIN 7223. (Fund Type - OTHER)					

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 6 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
722302	R408	Funding in support of CLIN 7223. (Fund Type - OTHER)					
722303	R408	Funding in support of CLIN 7223. (Fund Type - OTHER)					
7230	R408	Option Period II (PMA262)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	██████████	██████████00	\$0.00
7240	R408	Option Period II: Technical Data in Accordance with Statement of Work (SOW). Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████████	██████████	\$0.00
7301	R408	Option Period III (PMA266): Services in accordance with Statement of Work. (RDT&E) Option	1.0	LO	██████████████████	██████████████████	\$2,987,430.82
7302	R408	Option Period III (PMA266): Services in accordance with Statement of Work. (APN) Option	1.0	LO	██████████████████	██████████████████	\$2,006,947.04
7303	R408	Option Period III (PMA266): Services in accordance with Statement of Work. (O&MN,N) Option	1.0	LO	██████████████████	██████████████████	\$1,977,043.28
7304	R408	Option Period III (PMA266): Services in accordance with Statement of Work. (Fund Type - OTHER) Option	1.0	LO	██████████████████	██████████████████	\$776,146.50
7310	R408	Option Period III (PMA266): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD) Option	1.0	LO	██████████████████	██████████████████	\$774,756.76
7320	R408	Option Period III (PMA262): Services in accordance with Statement of Work. (RDT&E) Option	1.0	LO	██████████████████	██████████████████	\$2,298,285.48
7321	R408	Option Period III (PMA262): Services in accordance with Statement of Work. (APN) Option	1.0	LO	██████████████████	██████████████████	\$1,928,496.56
7322	R408	Option Period III (PMA262): Services in accordance with Statement of Work. (O&MN,N)	1.0	LO	██████████████████	██████████████████	\$396,301.71

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 7 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7330	R408	Option Period III (PMA262)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$462,308.38
		Option					
7340	R408	Option III: Technical Data in Accordance with Statement of Work (SOW). Not Separately Priced (NSP). (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7401	R408	Option Period IV (PMA266): Services in accordance with Statement of Work. (RDT&E)	1.0	LO	██████████	██████████	\$3,023,010.84
		Option					
7402	R408	Option Period IV (PMA266): Services in accordance with Statement of Work. (APN)	1.0	LO	██████████	██████████	\$2,023,118.07
		Option					
7403	R408	Option Period IV (PMA266): Services in accordance with Statement of Work. (O&MN,N)	1.0	LO	██████████	██████████	\$1,993,887.15
		Option					
7404	R408	Option Period IV (PMA266): Services in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$785,007.58
		Option					
7410	R408	Option Period IV (PMA266)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$782,502.36
		Option					
7420	R408	Option Period IV (PMA262): Services in accordance with Statement of Work. (RDT&E)	1.0	LO	██████████	██████████	\$2,321,624.51
		Option					
7421	R408	Option Period IV (PMA262): Services in accordance with Statement of Work. (APN)	1.0	LO	██████████	██████████	\$1,946,753.37
		Option					
7422	R408	Option Period IV (PMA262): Services in accordance with Statement of Work. (O&MN,N)	1.0	LO	██████████	██████████	\$396,564.61

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 8 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7430	R408	Option Period IV (PMA262)(Labor): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$466,494.25
		Option					
7440	R408	Option Period IV: Technical Data in Accordance with Statement of Work (SOW). Not Separately Priced (NSP). (Fund Type - TBD)	1.0	LO	██████	██████	\$0.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101	R408	Option Period I (PMA266): Other Direct Costs in accordance with Statement of Work. (RDT&E)	1.0	LO	\$32,000.00
910101	R408	Funding in support of CLIN 9101. (RDT&E)			
910102	R408	Funding in support of CLIN 9101. (RDT&E)			
9102	R408	Option Period I (PMA266): Other Direct Costs in accordance with Statement of Work. (APN)	1.0	LO	\$17,000.00
910201	R408	Funding in support of CLIN 9102. (APN)			
910202	R408	Funding in support of CLIN 9102. (APN)			
9103	R408	Option Period I (PMA266): Other Direct Costs in accordance with Statement of Work. (O&MN,N)	1.0	LO	\$76,448.47
910301	R408	Funding is support of CLIN 9103. (O&MN,N)			
910302	R408	Funding is support of CLIN 9103. (O&MN,N)			
910303	R408	Funding is support of CLIN 9103. (O&MN,N)			
9104	R408	Option Period I (PMA266): Other Direct Costs in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	\$20,835.40
910401	R408	Funding in support of CLIN 9104. (FMS)			
9110	R408	Option Period I (PMA266) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	\$0.00
9111	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for Option I period of performance in accordance with 5252.237-9503. (PMA-266) (Fund Type - TBD)	1.0	LO	\$64,000.00
911101	R408	Funding in support of CLIN 9111. (O&MN,N)			
911102	R408	Funding in support of CLIN 9111. (FMS)			

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 9 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9120	R408	Option Period I (PMA262): Other Direct Costs in accordance with Statement of Work. (RDT&E)	1.0	LO	\$190,415.49
912001	R408	Funding in support of CLIN 9120. (RDT&E)			
912002	R408	Funding in support of CLIN 9120. (RDT&E)			
912003	R408	Funding in support of CLIN 9120. (RDT&E)			
912004	R408	Funding in support of CLIN 9120. (RDT&E)			
912005	R408	Funding in support of CLIN 9120. (RDT&E)			
912006	R408	Funding in support of CLIN 9120. (RDT&E)			
9121	R408	Option Period I (PMA262): Other Direct Costs in accordance with Statement of Work. (APN)	1.0	LO	\$0.00
9122	R408	Option Period I (PMA262): Other Direct Costs in accordance with Statement of Work. (O&MN,N)	1.0	LO	\$0.00
912201	R408	Funding in support of CLIN 9122. (O&MN,N)			
9123	R408	Option Period I (PMA262): Other Direct Costs in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	\$0.00
912301	R408	Funding in support of CLIN 9123. (FMS)			
9130	R408	Option Period I (PMA262) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	\$0.00
9131	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for Option I period of performance in accordance with 5252.237-9503. (PMA-262) (Fund Type - TBD)	1.0	LO	\$40,000.00
913101	R408	Funding in support of CLIN 9131. (RDT&E)			
9201	R408	Option Period II (PMA266): Other Direct Costs in accordance with Statement of Work. (RDT&E)	1.0	LO	\$36,269.92
920101	R408	Funding in support of CLIN 9201. (RDT&E)			
9202	R408	Option Period II (PMA266): Other Direct Costs in accordance with Statement of Work. (APN)	1.0	LO	\$16,886.81
920201	R408	Funding in support of CLIN 9202. (APN)			
920202	R408	Funding in support of CLIN 9202. (APN)			
9203	R408	Option Period II (PMA266): Other Direct Costs in accordance with Statement of Work. (O&MN,N)	1.0	LO	\$217,352.97
920301	R408	Funding in support of CLIN 9203. (O&MN,N)			
920302	R408	Funding in support of CLIN 9203. (O&MN,N)			
9204	R408	Option Period II (PMA266): Other Direct Costs in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	\$20,549.31
9210	R408	Option Period II (PMA266) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	\$0.00

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 10 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9211	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for Option II period of performance in accordance with 5252.237-9503. (PMA-266) (Fund Type - TBD)	1.0	LO	\$20,001.00
921101	R408	Funding in support of CLIN 9211. (Fund Type - TBD)			
9220	R408	Option Period II (PMA262): Other Direct Costs in accordance with Statement of Work. (RDT&E)	1.0	LO	\$476,061.66
922001	R408	Funding in support of CLIN 9220. (RDT&E)			
922002	R408	Funding in support of CLIN 9220. (RDT&E)			
922003	R408	Funding in support of CLIN 9220. (RDT&E)			
9221	R408	Option Period II (PMA262): Other Direct Costs in accordance with Statement of Work. (APN)	1.0	LO	\$52,483.73
9222	R408	Option Period II (PMA262): Other Direct Costs in accordance with Statement of Work. (O&MN,N)	1.0	LO	\$29,683.24
9223	R408	Option Period II: Other Direct Costs in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	\$0.00
9230	R408	Option Period II (PMA262) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	\$0.00
9231	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for Option II period of performance in accordance with 5252.237-9503. (PMA-262) (Fund Type - TBD)	1.0	LO	\$10,000.00
923101	R408	Funding in support of CLIN 9231. (Fund Type - TBD)			
9301	R408	Option Period III (PMA266): Other Direct Costs in accordance with Statement of Work. (RDT&E) Option	1.0	LO	\$35,245.50
9302	R408	Option Period III (PMA266): Other Direct Costs in accordance with Statement of Work. (APN) Option	1.0	LO	\$16,405.27
9303	R408	Option Period III (PMA266): Other Direct Costs in accordance with Statement of Work. (O&MN,N) Option	1.0	LO	\$102,526.06
9304	R408	Option Period III (PMA266): Other Direct Costs in accordance with Statement of Work. (Fund Type - OTHER) Option	1.0	LO	\$20,304.87
9310	R408	Option Period III (PMA266) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD) Option	1.0	LO	\$24,919.51
9311	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for Option III period of performance in accordance with 5252.237-9503.	1.0	LO	\$74,713.36

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 11 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		(PMA-266) (Fund Type - TBD)			
		Option			
9320	R408	Option Period III (PMA262): Other Direct Costs in accordance with Statement of Work. (RDT&E)	1.0	LO	\$77,119.10
		Option			
9321	R408	Option Period III (PMA262): Other Direct Costs in accordance with Statement of Work. (APN)	1.0	LO	\$52,083.44
		Option			
9322	R408	Option Period III (PMA262): Other Direct Costs in accordance with Statement of Work. (O&MN,N)	1.0	LO	\$29,397.10
		Option			
9330	R408	Option Period III (PMA262) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	\$19,720.15
		Option			
9331	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for Option III period of performance in accordance with 5252.237-9503. (PMA-262) (Fund Type - TBD)	1.0	LO	\$38,601.91
		Option			
9401	R408	Option Period IV (PMA266): Other Direct Costs in accordance with Statement of Work. (RDT&E)	1.0	LO	\$34,958.57
		Option			
9402	R408	Option Period IV (PMA266): Other Direct Costs in accordance with Statement of Work. (APN)	1.0	LO	\$16,286.81
		Option			
9403	R408	Option Period IV (PMA266): Other Direct Costs in accordance with Statement of Work. (O&MN,N)	1.0	LO	\$101,827.47
		Option			
9404	R408	Option Period IV (PMA266): Other Direct Costs in accordance with Statement of Work. (Fund Type - OTHER)	1.0	LO	\$20,151.54
		Option			
9410	R408	Option Period IV (PMA266) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD)	1.0	LO	\$24,780.79
		Option			
9411	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for Option IV period of performance in accordance with 5252.237-9503. (PMA-266) (Fund Type - TBD)	1.0	LO	\$74,583.56
		Option			

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 12 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9420	R408	Option Period IV (PMA262): Other Direct Costs in accordance with Statement of Work. (RDT&E) Option	1.0	LO	\$76,583.52
9421	R408	Option Period IV (PMA262): Other Direct Costs in accordance with Statement of Work. (APN) Option	1.0	LO	\$51,751.99
9422	R408	Option Period IV (PMA262): Other Direct Costs in accordance with Statement of Work. (O&MN,N) Option	1.0	LO	\$29,161.29
9430	R408	Option Period IV (PMA262) (ODC): 10% Increase Capacity in accordance with the Statement of Work. (Fund Type - TBD) Option	1.0	LO	\$19,603.16
9431	R408	Support of Government property (NMCI seats) authorized in Section J, Attachment J6 , Authorized List of NMCI Equipment for Option IV period of performance in accordance with 5252.237-9503. (PMA-262) (Fund Type - TBD) Option	1.0	LO	\$38,534.84

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(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 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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 13 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work for

Program Management Support Services for PMA-266 and PMA-262

1.0 Background:

1.1. PMA-266 serves as the Navy's agent for overall management of the Navy and Marine Corps Multi-Mission Tactical Unmanned Air weapon system acquisition. The team is responsible for the overall management, direction, control and integration of all program efforts involving support and funding for multi-mission tactical UAS aircraft development, procurement, and modification efforts including: planning, scheduling, and monitoring the system's design, development, test, evaluation, production, introduction and life-cycle support; ensuring establishment, implementation and execution of effective quality assurance, production control, configuration management and logistics support programs; and providing the operating forces of the Navy and foreign customers with properly configured and supported multi-mission tactical unmanned air weapon systems. The Multi-Mission Tactical Unmanned Air Systems Program Manager acts as the single centralized executive in all program matters in accordance with policy guidance provided by Under Secretary of Defense for Acquisition, Technology, and Logistics (USD AT&L), Assistant Secretary of the Navy for Research, Development, and Acquisition (ASN, RDA), Program Executive Officer for Unmanned Aviation & Strike Weapons Programs (PEO(U&W)), Chief of Naval Operations (OPNAV), Office of the Under Secretary for Defense, Intelligence (OUSD(I)), and the Naval Air Systems Command (NAVAIR).

1.2. PMA-266 is aligned under the Program Executive Office for Unmanned Aviation and Strike Weapons, PEO (U&W), and is structured along the lines of product-focused, multi-disciplinary Integrated Product Teams (IPT). The major IPTs reflecting the prime business areas are: Vertical Take-Off and Landing Tactical Unmanned Aerial Vehicle (VTUAV); Battle Management Control Systems and Ship Integration, and Marine Corps Systems; Maritime Unmanned Aerial Systems (including MRMUAS); CARGO UAS, Expeditionary Forces, and Foreign Military Sales (FMS).

1.3. PMA-262 serves as the Navy's agent for overall management of Persistent Maritime Unmanned Aircraft Systems (UAS) weapon system acquisition. The Program consists of three Integrated Product Teams (IPT) representing primary business areas: Broad Area Maritime Surveillance (BAMS) Unmanned Aircraft Systems (UAS); BAMS-D (Demonstrator); and other Future Capability programs. The BAMS UAS serves as the primary system to be delivered to the Fleet that will provide persistent unmanned Intelligence, Surveillance, and Reconnaissance (ISR) capability. The BAMS UAS is currently in the System Development and Demonstration Phase of the Acquisition Life Cycle and is preparing for Milestone C, Low Rate Initial Production phase and the Initial Operational Capability (IOC) in 2016. BAMS UAS is an ACAT-1D Program. BAMS-D is a RQ-4N Global Hawk Block 10 derivative tailored for the Maritime environment. Its primary mission is to act as a catalyst to demonstrate the persistent unmanned ISR mission and to incorporate lessons learned for further maturation of the BAMS UAS weapon system. It also serves as a forward deployed operational asset performing ISR missions for Fifth Fleet. BAMS-D is based out of Patuxent River, MD. Future Increment programs are further broken down into Increment 2 (robust communication relays) and Increment 3 (signal intelligence) programs, and Science and Technology (S&T) projects. Through an evolutionary development acquisition strategy the signal intelligence and robust communications relays are planned to be designed into the BAMS UAS. The Program is also comprised of a few other areas which report directly to the Program Manager. They include International business responsible for Foreign Military Sales (FMS) initiatives and Global Hawk Integration responsible for identifying and integrating efficiencies with other Services. PMA-262 is aligned under the Program Executive Office Unmanned Aircraft and Strike Weapons (PEO (U&W)).

1.4. PMA-262 is responsible for the overall management, direction, control and integration of all program efforts involving support and funding for multi-aircraft procurement and modification efforts including: planning, scheduling, and monitoring the system's design, development, integration, test, evaluation, production, introduction and life-cycle support; ensuring establishment, implementation and execution of effective quality

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 14 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

assurance, production control, configuration management and logistics support programs; and providing the operating forces of the Navy and foreign customers with properly configured and supported weapon systems.

2.0. Scope: This is a Performance Based task order with separate Cost Plus Fixed Fee (CPFF) Labor Contract Line Item Numbers (CLINS) and Cost Reimbursable Other Direct Costs (ODC) CLINS for current and future programs within PMA-266 and PMA-262. The effort to be provided to these IPTs is outlined below and aligned by CLIN for tracking and billing purposes.

2.1. This Statement of Work (SOW) is to provide technical support services to the IPTs through all acquisition phases of naval aircraft, including research, design, development, and engineering; procurement; test and evaluation (T&E); training facilities and equipment; repair and modification; and in-service engineering and logistics support. Support services include but are not limited to: program management and operations, international business and FMS support, financial management, acquisition management, material procurement support, transportation support, administrative support, logistics, engineering and technical support of current and future PMA-266's and PMA 262's missions to provide and sustain the lifecycle of the various unmanned weapon systems. The Contractor shall support all stages of the acquisition process for domestic and FMS.

2.2. This SOW is intended to cover full support of PMA-266 and PMA 262, including all quantities as approved by Congress and FMS current and future customers. This program utilizes the following types of funding: Research, Development, Test and Evaluation, Navy (RDTE,N); Procurement; Operations and Maintenance, Navy (O&M,N); Other Customer Funds (OCF); and Foreign Military Sales (FMS) appropriation depending on acquisition phase of the program.

2.3. The Contractor shall be well experienced in providing program management, operations, acquisition management, business and financial management, and technical support to an ACAT ID Program Office with multiple smaller ACAT and non-ACAT programs/projects. The Contractor must demonstrate current competence with implementing all applicable Department of Defense (DoD), Department of Navy (DoN), and NAVAIR weapon system acquisition instructions, policy and guidance including Rapid Deployment Capability programs.

3.0. Requirements

Appropriation specific tasks will be addressed initially with program specific tasks to follow. The contractor will perform tasks to support the Unmanned Air Systems (UAS) Integrated Product Teams (IPT) in various stages of their acquisition life cycle, from development to sustainment.

Technical support tasks, documentation, and products shall be provided in accordance with the SOW.

3.1 General Support Requirements

3.1.1 Electronic Capabilities. The contractor shall maintain the capability to prepare documents and software packages compatible with the current Government automatic data processing environment (Navy and Marine Corps Intranet (NMCI)) through the security classification of Top Secret. Current environment includes but is not limited to the following:

Microsoft Windows XP Professional with plans to update to Windows 7 by 2014

Microsoft Office Access 2007

Microsoft Office Excel 2007 with plans to update to Microsoft Excel 2010 by 2014

Microsoft Office 2007 with plans to update to Microsoft Office 2010 by 2014

Microsoft Office Outlook 2007 with plans to update to Microsoft Outlook 2010 by 2014

Microsoft Office PowerPoint 2007 with plans to update to Microsoft PowerPoint 2010 by 2014

Microsoft Office Project 2007 with plans to update to Microsoft Project 2010 by 2014

Microsoft Office Word 2007 with plans to update to Microsoft Word 2010 by 2014

3.1.1.1 Maintain the ability to interface with and transfer data to and from PMA 262 and PMA 266 current software

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 15 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

applications and future upgraded versions.

3.1.1.2 Maintain state-of-the-art virus software and ensure that all media are virus free when delivered.

3.1.1.3 Be capable of maintaining real-time communications, both voice and data transfer capabilities with PMA 262 and PMA 266 during working hours whether at Contractor work site, the Program Office, or on travel.

3.1.2 Graphics Capabilities. The contractor shall assemble, organize, and edit technical material for presentations for both unclassified and classified material, up to the Top Secret level.

3.1.2.1 Prepare all documentation in accordance with Navy correspondence guidelines, including documents requiring sizing by use of a plotter.

3.1.3 Documentation. The contractor shall provide technical recommendations for program documentation in accordance with DoD 5000.02.

3.1.4 Meetings. When specified by the customer, the contractor shall attend meetings in an advisory capacity to the program office and maintain minutes, which shall include a summary of agenda items, discussions, and action items.

3.1.5 Facilities. Approximately 70 percent of work will be performed at Government sites and 30 percent of work to be performed at the Contractor sites. The Contractor shall locate and secure conference room facilities for conducting meetings at the classification level of Secret.

3.2 RDT&E Tasking – The Contractor shall provide program management, financial support, acquisition management, design engineering, logistics, technical, execution, and analysis for all activities of the Navy and Marine Corps Multi-Mission Tactical Unmanned Air Systems and Persistent Maritime Unmanned Aircraft Systems (UAS) current and future programs in support of research, development, test and evaluation.

3.2.1 Tactical Control System (TCS). TCS provides a full range of scalable Unmanned Air System (UAS) capabilities from passive receipt of air vehicle and payload data to full air vehicle and payload command and control. TCS offers the war fighter a common core operating environment to simultaneously receive, process, and disseminate UAV data from different UAS types for reconnaissance, surveillance, and combat assessment. TCS provides UAS command, control, and processing from land and sea based ground control stations. TCS development continues to meet the updated VTUAV Operational Requirements Document (ORD) and add key technologies that will be used by UAS. TCS maximizes the use of contractor and off-the-shelf hardware and software whenever possible. TCS software is interoperable and is compliant with the OSD Command and Control, Communications, Intelligence (C3I) Joint Technical Architecture (JTA), and Distributed Common Ground System (DCGS) standards.

3.2.1.1 Program Management - The Contractor shall:

3.2.1.1.1 Assist with developing, coordinating, and staffing all acquisition documentation (e.g. Acquisition Strategy (AS), Acquisition Baseline (AB), Acquisition Plan (AP), requirements documents, Justification & Approval (J&A), Selected Acquisition Report (SAR) and Defense Acquisition Executive Summary (DAES)) to support all monthly and/or quarterly submissions, audits, reviews, and milestone decisions. Track all acquisition documentation (statutory and regulatory) progress and advise the IPT Lead of potential delays and provide recommendations. Review all APs annually (or for any new procurement) and recommend an optimal method for updating. Provide interpretation of all required acquisition documentation updates. Identify impacts to ACAT and non-ACAT program documentation. Initiate Procurement Initiation Documents (PID), review for content and accuracy, and update and track to completion. Provide NAVAIR Contracts procurement process expertise and support to IPT Leads. Track and provide PID status weekly. Assess contractual CDRL requirements and function as the primary CDRL tracker.

3.2.1.1.2 Provide support for the preparation, coordination, and post evaluation of program management meetings, conferences and technical reviews. Prepare agendas, meeting minutes and track action items. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Prepare and maintain technical reports, documentation, and assist with managing the digital library. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and program status updates. Process classified and unclassified materials in accordance with policy, manage and

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 16 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

process visit requests, and provide general support for correspondence and travel. Provide Public Affairs expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.2.1.1.3 Provide program/project support; technical, configuration, and design review; production, and acquisition support for the TCS integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

3.2.1.1.4 Provide acquisition support services, to include analyses of projected and actual weapons systems costs for completion of TCS development, test and integration efforts, and potential product improvement initiatives; and strategies to support each alternative. Perform affordability analyses for various acquisition strategies in support of the TCS program.

3.2.1.1.5 Provide material management support to ensure all Government Furnished Equipment (GFE)/Government Owned Material (GOM) contractual dates are met. Interface with commercial vendors, track repairs and funding, note deficiencies to IPT lead, monitor and prioritize repair workload, and address/resolve support equipment issues.

3.2.1.1.6 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE. Assist the Program and Requirements Office in the coordination, upgrades, and submits of the Program Objective Memorandum (POM), Program Review (PR), Program Management Review (PMR), issue sheet development, budget drills, reclaims, point papers, weekly reports, and data reports as required, as well as coordinate inputs and ensure that data provided is in an acceptable format.

3.2.1.1.7 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the TCS program in balancing mission requirements, system constraints, performance, and configuration management, and provide technical input to support the preparation or revision of related acquisition documentation.

3.2.1.1.8 Provide recommendations in support of program execution, out-year planning, and the creation of POM issue sheets as related to the Planning, Program, Budgeting, Execution (PPBE) process. Contribute to the development of briefs, issue sheets, white papers, quad charts, and trade studies. Assist with review of recommendations from white papers and trade studies. Coordinate and participate in working groups, meetings, and conferences with other PMAs, PEOs, and Services to coordinate Road Maps and reviews of potential technologies that may aid in accomplishing those objectives.

3.2.1.1.9 Analyze/evaluate existing TCS program systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.2.1.1.10 Collect and analyze cost, schedule and performance data for incorporation into team work plans, data calls, and financial documentation. Perform analyses on engineering and logistics requirements to support integration efforts and provide recommendations on acquisition strategies. Perform analysis of cost data and current burn rates against fiscal and funding constraints in support of the TCS program, to include evaluating the development/integration status on each individual system.

3.2.1.1.11 Perform data collection and analyses, and assist with the management of hardware and software suppliers and field activities. This includes tracking cost, schedule and performance indicators, risk and opportunity management, and critical path review. Analyze and recommend actions designated to accomplish overall program objectives. Provide risk management analysis of hardware and software suppliers and field activities, including GFE/GFI and Contractor Furnished Equipment (CFE).

3.2.1.2 Engineering and Technical – The Contractor shall:

3.2.1.2.1 Provide systems engineering, independent assessments, data, and recommendations for the TCS program.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 17 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.2.1.2.2 Evaluate technical directives for applicability to the TCS program. Recommend, review, and evaluate TCS program documentation for technical accuracy. Provide analysis and technical advice to the program office on matter relating to the TCS programs.

3.2.1.2.3 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the TCS program. Provide technical analysis and input to produce Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into TCS requirements, Information Support Plans (ISP), and engineering processes.

3.2.2 Vertical Take-off and Landing Tactical Unmanned Aerial Vehicle (VTUAV).

VTUAV provides real-time and non-real-time Intelligence, Surveillance, and Reconnaissance (ISR) data to tactical users without the use of manned aircraft or reliance on limited joint theater or national assets. VTUAV can accomplish missions including over-the-horizon tactical reconnaissance, classification, targeting and laser designation and battle management (including communications relay). The VTUAV launches and recovers vertically, and can operate from air capable ships, as well as confined area land bases. Other characteristics include autonomous air vehicle launch and recovery, autonomous waypoint navigation with command override capability, and the incorporation of an electro-optical/infrared/laser designator-laser range finder modular mission payload. Interoperability is achieved through the use of the Tactical Control System (TCS) software in the ground control station, and through the use of the Tactical Common Data Link (TCDL). The data from the VTUAV will be provided through standard DoD Command, Control, Communications, Computers and Intelligence Surveillance, and Reconnaissance (C4ISR) system architectures and protocols.

3.2.2.1 Program Management - The Contractor shall:

3.2.2.1.1 Assist with developing, coordinating, and staffing all acquisition documentation (e.g. Acquisition Strategy (AS), Acquisition Baseline (AB), Acquisition Plan (AP), requirements documents, Justification & Approval (J&A), Selected Acquisition Report (SAR) and Defense Acquisition Executive Summary (DAES)) to support all monthly and/or quarterly submissions, audits, reviews, and milestone decisions. Track all acquisition documentation (statutory and regulatory) progress and advise the IPT Lead of potential delays and provide recommendations. Review all APs annually (or for any new procurement) and recommend an optimal method for updating. Provide interpretation of all required acquisition documentation updates. Identify impacts to ACAT and non-ACAT program documentation. Initiate Procurement Initiation Documents (PID), review for content and accuracy, and update and track to completion. Provide NAVAIR Contracts procurement process expertise and support to IPT Leads. Track and provide PID status weekly. Assess contractual CDRL requirements and function as the primary CDRL tracker.

3.2.2.1.2 Provide support for the preparation, coordination, and post evaluation of program management meetings, conferences and technical reviews. Prepare agendas, meeting minutes and track action items. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Prepare and maintain technical reports, documentation, and assist with managing the digital library. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and program status updates. Process classified and unclassified materials in accordance with policy, manage and process visit requests, and provide general support for correspondence and travel. Provide Public Affairs expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.2.2.1.3 Provide program/project support; technical, configuration, and design review; production, and acquisition support for the VTUAV integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

3.2.2.1.4 Provide acquisition support services, to include analyses of projected and actual weapons systems costs for completion of VTUAV development, test and integration efforts, and potential product improvement initiatives; and strategies to support each alternative. Perform affordability analyses for various acquisition strategies in support of the VTUAV program.

3.2.2.1.5 Provide material management support to ensure all Government Furnished Equipment (GFE)/Government Owned Material (GOM) contractual dates are met. Interface with commercial vendors, track

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 18 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

repairs and funding, note deficiencies to IPT lead, monitor and prioritize repair workload, and address/resolve support equipment issues.

3.2.2.1.6 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE. Assist the Program and Requirements Office in the coordination, upgrades, and submits of the Program Objective Memorandum (POM), Program Review (PR), Program Management Review (PMR), issue sheet development, budget drills, reclaims, point papers, weekly reports, and data reports as required, as well as coordinate inputs and ensure that data provided is in an acceptable format.

3.2.2.1.7 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the VTUAV program in balancing mission requirements, system constraints, performance, and configuration management, and provide technical input to support the preparation or revision of related acquisition documentation.

3.2.2.1.8 Provide recommendations in support of program execution, out-year planning, and the creation of POM issue sheets as related to the Planning, Program, Budgeting, Execution (PPBE) process. Contribute to the development of briefs, issue sheets, white papers, quad charts, and trade studies. Assist with review of recommendations from white papers and trade studies. Coordinate and participate in working groups, meetings, and conferences with other PMAs, PEOs, and Services to coordinate Road Maps and reviews of potential technologies that may aid in accomplishing those objectives.

3.2.2.1.9 Analyze/evaluate existing VTUAV program systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.2.2.1.10 Collect and analyze cost, schedule and performance data for incorporation into team work plans, data calls, and financial documentation. Perform analyses on engineering and logistics requirements to support integration efforts and provide recommendations on acquisition strategies. Perform analysis of cost data and current burn rates against fiscal and funding constraints in support of the VTUAV program, to include evaluating the development/integration status on each individual system.

3.2.2.1.11 Perform data collection and analyses, and assist with the management of hardware and software suppliers and field activities. This includes tracking cost, schedule and performance indicators, risk and opportunity management, and critical path review. Analyze and recommend actions designated to accomplish overall program objectives. Provide risk management analysis of hardware and software suppliers and field activities, including GFE/GFI and Contractor Furnished Equipment (CFE).

3.2.2.2 Engineering and Technical – The Contractor shall:

3.2.2.2.1 Provide systems engineering, independent assessments, data, and recommendations for the VTUAV program.

3.2.2.2.2 Evaluate technical directives for applicability to the VTUAV program. Recommend, review, and evaluate VTUAV program documentation for technical accuracy. Provide analysis and technical advice to the program office on matter relating to the VTUAV programs.

3.2.2.2.3 Support VTUAV system engineering reviews such as the System Requirements Review (SRR), System Functional Review (SFR), Preliminary Design Review (PDR), and Critical Design Review (CDR).

3.2.2.2.4 Gather operational data to support CONOPS development and Capability Development Document initial drafts. Provide analysis and technical advice to the program office on matter relating to the VTUAV programs. As required, support the development of the VTUAV program documentation, to include: Technical Development Strategy (TDS), Preliminary System Specification, Systems Engineering Plan, Program Protection Plan, T&E Strategy, System Safety Analysis, Support & Maintenance, Concepts & Technologies, Cost and Manpower Estimates, System Performance Specification, System Allocated Baseline, Life Cycle Support Plan, Test Readiness Assessment, PDR Report and Test Reports.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 19 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.2.2.2.5 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the VTUAV program. Provide technical analysis and input to produce CJCI 6212.01 Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into VTUAV requirements, Information Support Plans (ISP), and engineering processes.

3.2.2.3 Logistics – The Contractor shall:

3.2.2.3.1 Coordinate maintenance training events for aviation detachments preparing for VTUAV deployments. Confirm training course materials, tools and support equipment are available for use at the training site. Perform site survey of training location to identify resources for training support items such as desks, chairs, projectors, electrical outlets for laptops, hangar space for maintenance trainer, etc. Coordinate transportation of maintenance trainer and support equipment (SE). Perform inspection of training SE and tools to ensure calibration, load test, NDI and preventive maintenance is properly addressed.

3.2.2.3.2 Provide assistance to the NAVSUP Weapons System Support VTUAV supply support logistic element manager. Monitor inventory levels for interim supply support spares. Provide recommendations for updates to the recommended spares listing to address Pack Up Kit and shore support spares requirements. Monitor repair contract delivery orders to ensure expeditious repair and return of repairable spares.

3.2.2.3.3 Provide logistic support to address parts requirements in support of ISR expeditionary detachments and FFG/LCS deployments. Monitor aviation material condition reports to ensure detachment spares, support equipment, and technical data requirements are addressed appropriately. Coordinate packaging, handling and transportation of materials and equipment to deployed detachments. Receive and process MILSTRIP requisitions and provide requisition status to deployed detachments. Coordinate pre-deployment technical interchange meetings to address spares, SE, COMSEC, technical data, training, and transportation is on schedule.

3.2.2.3.4 Provide administrative and technical support to the Assistant Program Manager, Logistics. Review maintenance concept and support packages to ensure training, spares, SE, technical data, facilities and transportation requirements are properly addressed. Prepare presentations, briefings and reports to address logistic support issues and provide recommendations for corrective action.

3.2.3 Maritime Unmanned Aerial Systems (MRMUAS or other variants)

Maritime Unmanned Aerial Systems will provide persistent, sea-based, airborne, real-time and near-real-time Intelligence, Surveillance, and Reconnaissance data to Maritime and Special Operations Forces. MRMUAS will be capable of carrying reconfigurable, multi-Intelligence payloads to extended ranges and will launch and recover vertically, making it employable from all air-capable ships, as well as land bases. MRMUAS will be able to operate within line-of-sight of a ship, similar to the MQ-8 (Fire Scout) Vertical Take-off and landing Unmanned Aerial Vehicle, as well as in a remote, split based mode that will allow take-off and landing from an air-capable ship and control hand-off to a Mission Control Element via Satellite Command for Beyond Line of Sight (BLOS) operations. MRMUAS will allow communications to relay between supported forces, as well as broadcast payload data to the supported forces. Interoperability will be achieved through the use of a common control station, also used by other Navy UAS. The data from the MRMUAS will be provided through standard DoD Command, Control, Communications, Computers, and Intelligence, Surveillance, and Reconnaissance systems and networks.

MRMUAS will be composed of air vehicles, associated spares and support equipment, multi-INT sensor payloads, and Ground Control Stations. MRMUAS will support Surface Warfare, Strike Warfare, Information Warfare, Naval Special Warfare, Operations Outside Major Theaters of War, and Overseas Contingency Operations. The program requirements are documented in the JROC validated Maritime ISR Support to Special Operations Forces (SOF). A cooperative Analysis of Alternatives (AoA) with the Army, USMC, and SOF is underway as MRMUAS is evaluated as a potential joint program, and is expected to be designated an ACAT I program. Acquisition Plans include the conduct of full and open competition for up to five (5) Trade Studies and analysis contracts with potential MRMUAS vendors. A full and open competition will be conducted to select two (2) vendors for participation in the TD and prototyping phase contracts. At the conclusion of the TD phase, there will be a down select for the single EMD phase contract.

3.2.3.1 Program Management - The Contractor shall:

3.2.3.1.1 Assist with developing, coordinating, and staffing all acquisition documentation (e.g. Acquisition

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 20 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Strategy (AS), Acquisition Baseline (AB), Acquisition Plan (AP), requirements documents, Justification & Approval (J&A), Selected Acquisition Report (SAR) and Defense Acquisition Executive Summary (DAES)) to support all monthly and/or quarterly submissions, audits, reviews, Navy Resources Requirements Review Board (R3B) reviews, and milestone decisions. Track all acquisition documentation (statutory and regulatory) progress and advise the IPT Lead of potential delays and provide recommendations. Review all APs annually (or for any new procurement) and recommend an optimal method for updating. Provide interpretation of all required acquisition documentation updates. Identify impacts to ACAT and non-ACAT program documentation. Initiate Procurement Initiation Documents (PID), review for content and accuracy, and update and track to completion. Provide NAVAIR Contracts procurement process expertise and support to IPT Leads. Track and provide PID status weekly. Assess contractual CDRL requirements and function as the primary CDRL tracker.

3.2.3.1.2 Provide support for the preparation, coordination, and post evaluation of program management meetings, conferences and technical reviews. Prepare agendas, meeting minutes and track action items. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Prepare and maintain technical reports, documentation, and assist with managing the digital library. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and program status updates. Process classified and unclassified materials in accordance with policy, manage and process visit requests, and provide general support for correspondence and travel. Provide Public Affairs expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.2.3.1.3 Provide program/project support; technical, configuration, and design review; development, and acquisition support for any MUAS integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

3.2.3.1.4 Provide acquisition support services, to include analyses of projected and actual weapons systems costs for completion of any MUAS development, test and integration efforts, and potential product improvement initiatives; and strategies to support each alternative. Perform affordability analyses for various acquisition strategies in support of any MUAS program.

3.2.3.1.5 Provide material management support to ensure all Government Furnished Equipment (GFE)/Government Owned Material (GOM) contractual dates are met. Interface with commercial vendors, track repairs and funding, note deficiencies to IPT lead, monitor and prioritize repair workload, and address/resolve support equipment issues.

3.2.3.1.6 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE. Assist the Program and Requirements Office in the coordination, upgrades, and submits of the Program Objective Memorandum (POM), Program Review (PR), Program Management Review (PMR), issue sheet development, budget drills, reclaims, point papers, weekly reports, and data reports as required, as well as coordinate inputs and ensure that data provided is in an acceptable format.

3.2.3.1.7 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support any MUAS program in balancing mission requirements, system constraints, performance, and configuration management, and provide technical input to support the preparation or revision of related acquisition documentation.

3.2.3.1.8 Provide recommendations in support of program execution, out-year planning, and the creation of POM issue sheets as related to the Planning, Program, Budgeting, Execution (PPBE) process. Contribute to the development of briefs, issue sheets, white papers, quad charts, and trade studies. Assist with review of recommendations from white papers and trade studies. Coordinate and participate in working groups, meetings, and conferences with other PMAs, PEOs, and Services to coordinate Road Maps and reviews of potential technologies that may aid in accomplishing those objectives.

3.2.3.1.9 Analyze/evaluate any existing MUAS program systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 21 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

development.

3.2.3.1.10 Collect and analyze cost, schedule and performance data for incorporation into team work plans, data calls, and financial documentation. Perform analyses on engineering and logistics requirements to support integration efforts and provide recommendations on acquisition strategies. Perform analysis of cost data and current burn rates against fiscal and funding constraints in support of any MUAS program, to include evaluating the development/integration status on each individual system.

3.2.3.1.11 Perform data collection and analyses, and assist with the management of hardware and software suppliers and field activities. This includes tracking cost, schedule and performance indicators, risk and opportunity management, and critical path review. Analyze and recommend actions designated to accomplish overall program objectives. Provide risk management analysis of hardware and software suppliers and field activities, including GFE/GFI and Contractor Furnished Equipment (CFE).

3.2.3.2 Engineering and Technical – The Contractor shall:

3.2.3.2.1 Provide systems engineering, independent assessments, data, and recommendations for any MUAS program. Support the Analysis of Alternatives (AoA) and other trade studies as required. Support MUAS system engineering reviews such as the System Requirements Review (SRR), System Functional Review (SFR), Preliminary Design Review (PDR), and Critical Design Review (CDR).

3.2.3.2.2 Evaluate technical directives for applicability to any MUAS program. Recommend, review, and evaluate MUAS program documentation for technical accuracy. Gather operational data to support CONOPS development and Capability Development Document initial drafts. Provide analysis and technical advice to the program office on matter relating to MUAS programs. As required, support the development of MUAS program documentation, to include: Technical Development Strategy (TDS), Preliminary System Specification, Systems Engineering Plan, Program Protection Plan, T&E Strategy, System Safety Analysis, Support & Maintenance, Concepts & Technologies, Cost and Manpower Estimates, System Performance Specification, System Allocated Baseline, Life Cycle Support Plan, Test Readiness Assessment, PDR Report and Test Reports.

3.2.3.2.3 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of any MUAS program. Provide technical analysis and input to produce Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into any MUAS requirements, Information Support Plans (ISP), and engineering processes.

3.2.3.3 Logistics – The Contractor shall:

3.2.3.3.1 Provide administrative and technical support to the Assistant Program Manager, Logistics. Review maintenance concept and support packages to ensure training, spares, SE, technical data, facilities and transportation requirements are properly addressed. Prepare presentations, briefings and reports to address logistic support issues and provide recommendations for corrective action.

3.2.4 CARGO Unmanned Aerial System (CARGO UAS)

The CARGO UAS will provide an unmanned cargo lift delivery capability to support Enhanced Company Operations and future expeditionary warfare/sea-basing concepts of operations. In 2008, the ACMC and DC CD&I provided specific direction to MCWL to develop an "immediate Cargo UAS" capability for deployment to "get trucks off the road" as soon as possible (ideally summer 2009). In 2009, a USMC Urgent UNS and a CENTCOM JUONS for unmanned cargo delivery capability. The Office of the Secretary of Defense Joint Rapid Action Cell validated the JUONS in Jan 2010 with the USMC designated the lead service. In early 2010, the Marine Corps War-fighting Lab conducted a CARGO feasibility demonstration at Dugway Proving Ground, Utah with the Boeing A160 and the Lockheed Martin/Kaman K-MAX UAS helicopters. Each vendor demonstrated the capability for a single system to deliver 2,500 pounds in a six-hour period out to a distance of 75 nautical miles within an accuracy parameter of 10 meters. Subsequently, in December 2010, both Boeing and Lockheed Martin were awarded a fixed-price contract to provide two aerial vehicles and three Ground Control Stations to the USMC for a Government Owned/ Contractor Operated Cargo UAS assessment. In August 2011, each vendor participated in a Quick Reaction Assessment in accordance with the contract. Lockheed Martin was deployed to Afghanistan in support of a Military Utility Assessment (MUA) for 6-12 months. This MUA will directly support the development of a CARGO POR.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 22 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

The program will continue to work with Joint Services to deploy systems and analyze data.

3.2.4.1 Program Management - The Contractor shall:

3.2.4.1.1 Assist with developing, coordinating, and staffing all acquisition documentation (e.g. Acquisition Strategy (AS), Acquisition Baseline (AB), Acquisition Plan (AP), requirements documents, Justification & Approval (J&A), Selected Acquisition Report (SAR) and Defense Acquisition Executive Summary (DAES)) to support all monthly and/or quarterly submissions, audits, reviews, and milestone decisions. Track all acquisition documentation (statutory and regulatory) progress and advise the IPT Lead of potential delays and provide recommendations. Review all APs annually (or for any new procurement) and recommend an optimal method for updating. Provide interpretation of all required acquisition documentation updates. Identify impacts to ACAT and non-ACAT program documentation. Initiate Procurement Initiation Documents (PID), review for content and accuracy, and update and track to completion. Provide NAVAIR Contracts procurement process expertise and support to IPT Leads. Track and provide PID status weekly. Assess contractual CDRL requirements and function as the primary CDRL tracker.

3.2.4.1.2 Provide support for the preparation, coordination, and post evaluation of program management meetings, conferences and technical reviews. Prepare agendas, meeting minutes and track action items. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Prepare and maintain technical reports, documentation, and assist with managing the digital library. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and program status updates. Process classified and unclassified materials in accordance with policy, manage and process visit requests, and provide general support for correspondence and travel. Provide Public Affairs expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.2.4.1.3 Provide program/project support; technical, configuration, and design review; production, and acquisition support for the CARGO integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

3.2.4.1.4 Provide acquisition support services, to include analyses of projected and actual weapons systems costs for completion of CARGO development, test and integration efforts, and potential product improvement initiatives; and strategies to support each alternative. Perform affordability analyses for various acquisition strategies in support of the CARGO program.

3.2.4.1.5 Provide material management support to ensure all Government Furnished Equipment (GFE)/Government Owned Material (GOM) contractual dates are met. Interface with commercial vendors, track repairs and funding, note deficiencies to IPT lead, monitor and prioritize repair workload, and address/resolve support equipment issues.

3.2.4.1.6 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE. Assist the Program and Requirements Office in the coordination, upgrades, and submits of the Program Objective Memorandum (POM), Program Review (PR), Program Management Review (PMR), issue sheet development, budget drills, reclaims, point papers, weekly reports, and data reports as required, as well as coordinate inputs and ensure that data provided is in an acceptable format.

3.2.4.1.7 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the CARGO program in balancing mission requirements, system constraints, performance, and configuration management, and provide technical input to support the preparation or revision of related acquisition documentation.

3.2.4.1.8 Provide recommendations in support of program execution, out-year planning, and the creation of POM issue sheets as related to the Planning, Program, Budgeting, Execution (PPBE) process. Contribute to the development of briefs, issue sheets, white papers, quad charts, and trade studies. Assist with review of recommendations from white papers and trade studies. Coordinate and participate in working groups, meetings, and conferences with other PMAs, PEOs, and Services to coordinate Road Maps and reviews of potential technologies

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 23 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

that may aid in accomplishing those objectives.

3.2.4.1.9 Analyze/evaluate existing CARGO program systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.2.4.1.10 Collect and analyze cost, schedule and performance data for incorporation into team work plans, data calls, and financial documentation. Perform analyses on engineering and logistics requirements to support integration efforts and provide recommendations on acquisition strategies. Perform analysis of cost data and current burn rates against fiscal and funding constraints in support of the CARGO program, to include evaluating the development/integration status on each individual system.

3.2.4.1.11 Perform data collection and analyses, and assist with the management of hardware and software suppliers and field activities. This includes tracking cost, schedule and performance indicators, risk and opportunity management, and critical path review. Analyze and recommend actions designated to accomplish overall program objectives. Provide risk management analysis of hardware and software suppliers and field activities, including GFE/GFI and Contractor Furnished Equipment (CFE).

3.2.4.2 Engineering and Technical – The Contractor shall:

3.2.4.2.1 Provide systems engineering, independent assessments, data, and recommendations for the CARGO program.

3.2.4.2.2 Evaluate technical directives for applicability to the CARGO program. Recommend, review, and evaluate CARGO program documentation for technical accuracy. Provide analysis and technical advice to the program office on matter relating to the CARGO programs.

3.2.4.2.3 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the CARGO program. Provide technical analysis and input to produce CJCI 6212.01 Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into CARGO requirements, Information Support Plans (ISP), and engineering processes.

3.2.4.3 Logistics – The Contractor shall:

3.2.4.3.1 Provide administrative and technical support to the Assistant Program Manager, Logistics. Review maintenance concept and support packages to ensure training, spares, SE, technical data, facilities and transportation requirements are properly addressed. Prepare presentations, briefings and reports to address logistic support issues and provide recommendations for corrective action.

3.2.5 Broad Area Maritime Surveillance (BAMS) Unmanned Aircraft Systems (UAS) – The Contractor shall provide program management, financial support, acquisition management, logistics management, technical and administrative support through all engineering phases of PMA-262 activities, including but not limited to science and technology, system concept, design, development, implementation, integration, advance development, developmental and operational T&E, contingency and fleet support.

3.2.5.1 Program Management - The Contractor shall:

Assist with developing, coordinating, and staffing all acquisition documentation (e.g. Acquisition Strategy (AS), Acquisition Baseline (AB), Acquisition Plan (AP), requirements documents, Justification & Approval (J&A), Selected Acquisition Report (SAR) and Defense Acquisition Executive Summary (DAES)) to support all monthly and/or quarterly submissions, audits, reviews, and milestone decisions. Track all acquisition documentation (statutory and regulatory) progress and advise the IPT Lead of potential delays and provide recommendations. Review all APs annually (or for any new procurement) and recommend an optimal method for updating. Provide interpretation of all required acquisition documentation updates. Identify impacts to ACAT and non-ACAT program documentation. Initiate Procurement Initiation Documents (PID), review for content and accuracy, and update and track to completion. Provide NAVAIR Contracts procurement process expertise and support to IPT Leads. Track and provide PID status weekly. Assess contractual CDRL requirements and function as the primary CDRL tracker.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 24 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.2.5.1.2 Provide support for the preparation, coordination, and post evaluation of program management meetings, conferences and technical reviews. Prepare agendas, meeting minutes and track action items. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Prepare and maintain technical reports, documentation, and assist with managing the digital library. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and program status updates. Process classified and unclassified materials in accordance with policy, manage and process visit requests, and provide general support for correspondence and travel. Provide Public Affairs expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.2.5.1.3 Provide program/project support; technical, configuration, and design review; production, and acquisition support for the BAMS integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

3.2.5.1.4 Provide acquisition support services, to include analyses of projected and actual weapons systems costs for completion of BAMS development, test and integration efforts, and potential product improvement initiatives; and strategies to support each alternative. Perform affordability analyses for various acquisition strategies in support of the BAMS program.

3.2.5.1.5 Provide material management support to ensure all Government Furnished Equipment (GFE)/Government Owned Material (GOM) contractual dates are met. Interface with commercial vendors, track repairs and funding, note deficiencies to IPT lead, monitor and prioritize repair workload, and address/resolve support equipment issues.

3.2.5.1.6 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE. Assist the Program and Requirements Office in the coordination, upgrades, and submits of the Program Objective Memorandum (POM), Program Review (PR), Program Management Review (PMR), issue sheet development, budget drills, reclaims, point papers, weekly reports, and data reports as required, as well as coordinate inputs and ensure that data provided is in an acceptable format.

3.2.5.1.7 Perform cost/benefit analyses, cost trade-off analyses, business case analyses, cost variance analyses, and/or present value analyses to support the BAMS program in balancing mission requirements, system constraints, performance, and configuration management, and provide technical input to support the preparation or revision of related acquisition documentation.

3.2.5.1.8 Provide recommendations in support of program execution, out-year planning, and the creation of POM issue sheets as related to the Planning, Program, Budgeting, Execution (PPBE) process. Contribute to the development of briefs, issue sheets, white papers, quad charts, and trade studies. Assist with review of recommendations from white papers and trade studies. Coordinate and participate in working groups, meetings, and conferences with other PMAs, PEOs, and Services to coordinate Road Maps and reviews of potential technologies that may aid in accomplishing those objectives.

3.2.5.1.9 Analyze/evaluate existing BAMS program systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.2.5.1.10 Collect and analyze cost, schedule and performance data for incorporation into team work plans, data calls, and financial documentation. Perform analyses on engineering and logistics requirements to support integration efforts and provide recommendations on acquisition strategies. Perform analysis of cost data and current burn rates against fiscal and funding constraints in support of the BAMS program, to include evaluating the development/integration status on each individual system.

3.2.5.1.11 Perform data collection and analyses, and assist with the management of hardware and software suppliers and field activities. This includes tracking cost, schedule and performance indicators, risk and opportunity management, and critical path review. Analyze and recommend actions designated to accomplish overall program

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 25 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

objectives. Provide risk management analysis of hardware and software suppliers and field activities, including GFE/GFI and Contractor Furnished Equipment (CFE).

3.2.5.2 Engineering and Technical – The Contractor shall:

3.2.5.2.1 Provide systems engineering, independent assessments, data, and recommendations for the BAMS program.

3.2.5.2.2 Evaluate technical directives for applicability to the BAMS program. Recommend, review, and evaluate BAMS program documentation for technical accuracy. Provide analysis and technical advice to the program office on matter relating to the BAMS programs.

3.2.5.2.3 Support BAMS system engineering reviews such as the System Requirements Review (SRR), System Functional Review (SFR), Preliminary Design Review (PDR), and Critical Design Review (CDR).

3.2.5.2.4 Gather operational data to support CONOPS development and Capability Development Document initial drafts. Provide analysis and technical advice to the program office on matter relating to the BAMS programs. As required, support the development of the BAMS program documentation, to include: Technical Development Strategy (TDS), Preliminary System Specification, Systems Engineering Plan, Program Protection Plan, T&E Strategy, System Safety Analysis, Support & Maintenance, Concepts & Technologies, Cost and Manpower Estimates, System Performance Specification, System Allocated Baseline, Life Cycle Support Plan, Test Readiness Assessment, PDR Report and Test Reports.

3.2.5.2.5 Provide architecture-related technical, engineering, and acquisition services, including development of integrated architecture products in support of the BAMS program. Provide technical analysis and input to produce Net Ready Key Performance Parameter (NR-KPP) integrated architectures for input into BAMS requirements, Information Support Plans (ISP), and engineering processes.

3.2.5.3 Logistics – The Contractor shall:

3.2.5.3.1 Coordinate maintenance training events for aviation detachments preparing for BAMS deployments. Confirm training course materials, tools and support equipment are available for use at the training site. Perform site survey of training location to identify resources for training support items such as desks, chairs, projectors, electrical outlets for laptops, hangar space for maintenance trainer, etc. Coordinate transportation of maintenance trainer and support equipment (SE). Perform inspection of training SE and tools to ensure calibration, load test, NDI and preventive maintenance is properly addressed.

3.2.5.3.2 Provide assistance to the NAVSUP Weapons System Support BAMS supply support logistic element manager. Monitor inventory levels for interim supply support spares. Provide recommendations for updates to the recommended spares listing to address Pack Up Kit and shore support spares requirements. Monitor repair contract delivery orders to ensure expeditious repair and return of repairable spares.

3.2.5.3.3 Provide logistic support to address parts requirements in support of ISR expeditionary detachments and deployments. Monitor aviation material condition reports to ensure detachment spares, support equipment, and technical data requirements are addressed appropriately. Coordinate packaging, handling and transportation of materials and equipment to deployed detachments. Receive and process MILSTRIP requisitions and provide requisition status to deployed detachments. Coordinate pre-deployment technical interchange meetings to address spares, SE, COMSEC, technical data, training, and transportation is on schedule.

3.2.5.3.4 Provide administrative and technical support to the Assistant Program Manager, Logistics. Review maintenance concept and support packages to ensure training, spares, SE, technical data, facilities and transportation requirements are properly addressed. Prepare presentations, briefings and reports to address logistic support issues and provide recommendations for corrective action.

Provide analysis and support for manufacturing and quality of the production. Investigate program problems and failures during production. Support preparation, test and technical evaluation of engineering changes to correct deficiencies in production items.

Assess, evaluate, monitor and report Diminished Manufacturing Sources and Material Supply (DMSMS) items.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 26 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Analyze and evaluate program systems and advanced technologies; review and analyze design to support decisions for transition of new technologies, ensure supportability and achievement of requirements.

Provide support in the management and accounting of Government Furnished Property (GFP).

3.3 APN Tasking - The Contractor shall provide program management, financial support, acquisition management, production engineering and logistics, technical, execution, and analysis for all production activities of the Navy and Marine Corps Multi-Mission Tactical Unmanned Air Systems and Persistent Maritime Unmanned Aircraft Systems current and future programs in support of production, upgrades, deliveries, and Ground Control Station installations.

3.3.1 Vertical Take-off and Landing Tactical Unmanned Aerial Vehicle (VTUAV) The Contractor shall provide program management, financial support, acquisition management, technical and administrative support for all production activities for the VTUAV program including but not limited to support for VTUAV production, upgrades, and deliveries.

3.3.1.1 Program Management - The Contractor shall:

3.3.1.1.1 The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering, Training Planning; installations, Integrated Logistics Support. The Contractor shall, on an ongoing basis, provide the following for the VTUAV APN program:

3.3.1.1.2 Assist with developing, coordinating, and staffing all acquisition documentation (e.g. Acquisition Strategy (AS), Acquisition Baseline (AB), Acquisition Plan (AP), requirements documents, Selected Acquisition Report (SAR) and Defense Acquisition Executive Summary (DAES)) to support all monthly and/or quarterly submissions, audits, reviews, and milestone decisions. Track all acquisition documentation (statutory and regulatory) progress and advise the IPT Lead of potential delays and provide recommendations. Review all APs annually (or for any new procurement) and recommend an optimal method for updating. Provide interpretation of all required acquisition documentation updates. Identify impacts to ACAT and non-ACAT program documentation. Initiate Procurement Initiation Documents (PID), review for content and accuracy, and update and track to completion. Provide NAVAIR Contracts procurement process expertise and support to IPT Leads. Track and provide PID status weekly. Assess contractual CDRL requirements and function as the primary CDRL tracker.

3.3.1.1.3 Provide support for the preparation, coordination, and post evaluation of program management meetings, conferences and technical reviews. Prepare agendas, meeting minutes and track action items. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Prepare and maintain technical reports, documentation, and assist with managing the digital library. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and program status updates. Process classified and unclassified materials in accordance with policy, manage and process visit requests, and provide general support for correspondence and travel. Provide Public Affairs expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.3.1.1.4 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE. Assist the Program and Requirements Office in the coordination, upgrades, and submits of the Program Objective Memorandum (POM), Program Review (PR), Program Management Review (PMR), issue sheet development, budget drills, reclaims, point papers, weekly reports, and data reports as required, as well as coordinate inputs and ensure that data provided is in an acceptable format.

3.3.1.1.5 Recommend, review, and evaluate VTUAV program production documentation, including Full Rate Production (FRP), for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

3.3.1.1.6 Provide support in the management and accounting of Government Furnished Property (GFP).

3.3.1.1.7 Assess, evaluate, monitor and report Diminished Manufacturing Sources and Material Supply (DMSMS) items.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 27 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.3.1.2 Engineering and Technical – The Contractor shall:

3.3.1.2.1 Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the VTUAV production item. Investigate program problems and failures during production.

3.3.1.2.2 Provide technical input to VTUAV Low Rate Initial Production (LRIP) and FRP production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for VTUAV system and sub-system maintenance engineering and logistics supportability efforts.

3.3.1.2.3 Perform VTUAV airframe and avionics production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control of the VTUAV system and ground control stations. Investigate program problems and failures during the VTUAV production phase.

3.3.1.2.4 Review and provide technical analysis and recommendation concerning development of VTUAV system and subsystem performance requirements, and participate in Technical Design Reviews. Assist in the preparation of Engineering Change Proposal (ECP) packages for VTUAV.

3.3.2 Broad Area Maritime Surveillance (BAMS) Unmanned Aircraft Systems (UAS)- The Contractor shall provide program management, financial support, acquisition management, technical and administrative support for all production activities for PMA-262, including but not limited to BAMS UAS in support of production, upgrades, and deliveries.

3.3.2.1 Program Management - The Contractor shall:

3.3.2.1.1 Assist with developing, coordinating, staffing and tracking all periodic reporting and also milestone statutory and regulatory acquisition documentation. Update documentation as necessary. Initiate Procurement Initiation Documents (PID), review for content and accuracy, and update and track to completion as required.

3.3.2.1.2 Provide support for the preparation and coordination of program management meetings, conferences and technical reviews. Manage the timely receipt and response of actions assigned to various data calls. Provide communications expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.3.2.1.3 Provide support in the management and accounting of Government Furnished Property (GFP).

3.3.2.1.4 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE. Assist with program requirements analysis, Program Objective Memorandum (POM) issue sheet development, budget drills, reclaims, and point papers.

3.3.2.1.5 Provide support for Engineering Change Proposals (ECP), Risk Management Boards (RMBs), Configuration Change Control Board (CCB), and Technical Directives (TD). Assist with Configuration Management (CM) including executing Physical Configuration Audits (PCAs), Functional Configuration Audits (FCAs), configuration status accounting, CM plan updates, minor change coordination and tracking, interim change control process and technical change package reviews.

3.3.2.1.6 Assist with review of recommendations from white papers and trade studies. Coordinate and participate in working groups, meetings, and conferences to coordinate Road Maps and reviews of potential technologies.

3.3.2.1.7 Perform data collection and analyses, and assist with the management of hardware and software suppliers. This includes tracking cost, schedule and performance indicators, risk and opportunity management, and critical path review. Analyze and recommend acquisition actions designated to accomplish overall program objectives. Provide risk management analysis of hardware and software suppliers.

3.3.2.1.8 Assess, evaluate, monitor and report on production activities to include performance, cost, schedule, alternative and work around procedures.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 28 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.3.2.1.9 Provide analysis and support for manufacturing and quality of the production. Investigate program problems and failures during production. Support preparation, test and technical evaluation of engineering changes to correct deficiencies in production items.

3.3.2.1.10 Assess, evaluate, monitor and report Diminished Manufacturing Sources and Material Supply (DMSMS) items.

3.3.2.1.11 The contractor shall support Technical staffs. Technical support will include but not limited to Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance.

3.3.2.1.12 Analyze and evaluate program systems and advanced technologies; review and analyze design to support decisions for transition of new technologies, ensure supportability and achievement of requirements.

3.3.2.1.13 Provide support for systems engineering, independent assessments, and data analysis.

3.4 O&MN Tasking – The Contractor shall provide management support, financial support, acquisition management, sustaining engineering, technical support, execution, and analysis for sustainment activities for current and future Navy and Marine Corps Multi-Mission Tactical Unmanned Air Systems and Persistent Maritime Unmanned Aircraft Systems in support of operations, maintenance, deployment, and sustainment operations.

3.4.1 Vertical Take-off and Landing Tactical Unmanned Aerial Vehicle (VTUAV)

The Contractor shall provide management support, financial support, acquisition management, technical and administrative support for VTUAV sustainment and deployment activities.

3.4.1.1 Program Management – The Contractor shall:

3.4.1.1.1 Provide configuration management and data management support for the VTUAV program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

3.4.1.1.2 Provide life cycle, operations, and sustainment cost analyses for the VTUAV program's APML and IPT lead. Conduct management analysis of the impact on VTUAV life cycle and Total Ownership Cost (TOC), maintenance task analysis, provisioning computations, and technical documentation.

3.4.1.1.3 Support technical reviews, evaluate results, and provide recommendations to the VTUAV program manager. Provide VTUAV schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for VTUAV sustainment activities.

3.4.1.1.4 Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.4.1.1.5 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE.

3.4.1.2 Engineering and Logistics Technical Support- The Contractor shall:

3.4.1.2.1 Provide changes and updates to existing VTUAV technical manuals and publications, to include fleet operational discovered discrepancies.

3.4.1.2.2 Assess, evaluate, monitor and report Diminished Manufacturing Sources and Material Supply (DMSMS) items.

3.4.2 CARGO Unmanned Aerial System (CARGO UAS)

The Contractor shall provide management support, financial support, acquisition management, technical and administrative support for CARGO UAS sustainment and deployment activities.

3.4.2.1 Program Management – The Contractor shall:

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 29 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.4.2.1.1 Provide configuration management and data management support for the CARGO program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

3.4.2.1.2 Provide life cycle, operations, and sustainment cost analyses for the CARGO program's APML and IPT lead. Conduct management analysis of the impact on CARGO life cycle and Total Ownership Cost (TOC), maintenance task analysis, provisioning computations, and technical documentation.

3.4.2.1.3 Support technical reviews, evaluate results, and provide recommendations to the CARGO program manager. Provide CARGO schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for CARGO sustainment activities.

3.4.2.1.4 Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.4.2.1.5 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE.

3.4.2.2 Engineering and Logistics Technical Support- The Contractor shall:

3.4.2.2.1 Provide changes and updates to existing CARGO technical manuals and publications, to include fleet operational discovered discrepancies.

3.4.2.2.2 Assess, evaluate, monitor and report Diminished Manufacturing Sources and Material Supply (DMSMS) items.

3.4.3 BAMS-D (also called Global Hawk) - The Contractor shall provide management support, financial support, acquisition management, technical and administrative support for PMA-262 sustainment activities.

3.4.3.1 Program Management – The Contractor shall:

3.4.3.1.1. Provide life cycle, operations, and sustainment cost analyses. Conduct management analysis of the impact on Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

3.4.3.1.2 Provide cost, schedule, and subject matter expertise in all eleven areas of integrated logistic support.

3.4.3.1.3 Support technical reviews, evaluate results and provide recommendations to the program manager. Provide schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for sustainment activities.

3.4.3.1.4 Prepare, maintain, and/or support applicable operating procedures of the BAMS-D system. Support the operational readiness of the BAMS-D system. Support the BAMS-D mission planning and oversight and validation.

3.4.3.1.5 Assess, evaluate, monitor and report Diminished Manufacturing Sources and Material Supply (DMSMS) items.

3.4.3.1.6 Assist the Program with examining opportunities throughout various areas and activities to identify and achieve efficiencies with the Air Force Global Hawk (GH) UAS and other Service UAS programs. Track progress in pursuing efficiencies to streamline operations, eliminate redundant efforts, maximize common configuration and deliver maximum life-cycle cost savings.

3.4.3.1.7 Provide the preparation, coordination, and post evaluation of BAMS-D Integration meetings, conferences and technical reviews.

3.4.3.1.8 Provide support for cost benefit analysis of interoperability and synergy initiatives. Collect, compile and analyze project and cost data for improvements based on lessons learned from other Navy and Service programs.

3.4.3.1.9 Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 30 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.4.3.1.10 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE.

3.4.3.2 Engineering and Logistics Technical Support- The Contractor shall:

3.4.3.2.1 Provide changes and updates to existing BAMS-D and/or Global Hawk technical manuals and publications, to include fleet operational discovered discrepancies.

3.4.3.2.2 Assess, evaluate, monitor and report Diminished Manufacturing Sources and Material Supply (DMSMS) items.

3.5 FMS Tasking - The Contractor shall provide program management, financial support, acquisition management, logistics management, and administrative support. The PMA FMS divisions support all current and potential International customers who have procured, or are considering procuring systems from the Navy and Marine Corps Multi-Mission Tactical and Persistent Maritime Unmanned Aircraft Systems Program Offices. Support is provided from pre-case efforts and case signature to aircraft and system delivery through engineering changes, upgrade programs, and FMS fleet support.

3.5.1 Vertical Take-off and Landing Tactical Unmanned Aerial Vehicle (VTUAV)

The Contractor shall provide program management, financial support, acquisition management, logistic management, technical and administrative support. The Program's FMS organization supports all current and potential International customers. Support is provided from pre-case efforts and case signature to aircraft and system delivery through engineering changes, upgrade programs, and FMS fleet support.

3.5.1.1 Program Management – The Contractor shall:

3.5.1.1.1 Assist with developing, coordinating, and staffing all acquisition documentation to support all FMS procurement and support activities. Track all acquisition documentation (statutory and regulatory) progress and advise the IPT Lead of potential delays and provide recommendations. Review all APs annually (or for any new procurement) and recommend an optimal method for updating. Provide interpretation of all statutory/regulatory/policy acquisition documentation updates. Initiate PID, review for content and accuracy, update and track to completion. Provide NAVAIR Contracts procurement process expertise and support to IPT Leads. Track and provide PID status weekly. Assess contractual CDRL requirements and function as the primary CDRL coordinator/tracker.

3.5.1.1.2 Provide support for the preparation, coordination, and post evaluation of program management meetings, conferences and technical reviews. Prepare agendas, meeting minutes and track actions items. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Prepare and maintain technical reports, documentation, Flight Plans and assist with managing the digital library. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and program status updates. Process classified and unclassified materials in accordance with policy, manage/process visit requests, and provide general support for correspondence and travel. Provide Public Affairs expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.5.1.1.3 Provide material management to ensure all GFE/GOM contractual dates are met. Interface with commercial vendors, track repairs and funding, note deficiencies to the IPT lead, monitor and prioritize repairs workload and address/resolve support equipment issues.

3.5.1.1.4 Provide program, financial, analytical, and technical support services for the FMS IPT in support of its International Business programs.

3.5.1.1.5 Perform data collection and analyses and assist with the program management of hardware and software

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 31 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

suppliers and field activities. Track program cost, schedule, and performance indicators and support risk and opportunity management and critical path reviews.

3.5.1.1.6 Provide support to perform cost, economic and business analysis of FMS programs. Utilize the Defense Security Assistance Management System to upload data for Price and Availability (P&A), and Letter of Offer and Acceptance (LOA) development.

3.5.1.1.7 Prepare LOA Manpower and Travel Data Sheets. Provide support for the development of P&A data using the FMS new business-pricing model to standardize the development of ROM and P&A data.

3.5.1.1.8 Provide business and budgetary evaluation of data for use in LOAs. Develop payment schedules in accordance with LOA scope and period of performance.

3.5.1.1.9 Provide support in complying with operating policies and business principles of the Security Assistance Program; evaluating co-productions and offset programs, reconciliation and case closure efforts; monitoring Management Information Systems for International Logistics, Defense Integrated Financial System and Security Cooperation Information Portal data; resolving queries of the FMS trust fund data; and maintaining accounting and tracking systems for all business requirements.

3.5.1.1.10 Provide analyses and studies in support of FMS program LOAs, existing Memoranda of Agreement and Understanding, and fleet readiness.

3.5.1.1.11 Assist in identifying availability of VTUAV UAS for potential FMS customers by evaluating configuration changes, ECPs, and subsystem obsolescence.

3.5.1.1.12 Provide programmatic, engineering, and logistic expertise to review and analyze FMS requests for warranty and defect determination.

3.5.1.1.13 Provide analyses, studies and support for the cultivation of cooperative development programs when determined to be in the best interests of the Government.

3.5.1.1.14 Collect data and analyze International Business and FMS programs' financial management procedures and financial analyses of projected and actual aircraft development, integration, and test and evaluation requirements.

3.5.1.1.15 Perform financial analyses on the engineering and logistics requirements to support International Business and FMS efforts, and provide recommendations and affordability analyses of acquisition strategies for aircraft and avionics systems development and integration.

3.5.1.1.16 Provide recommendations for improvement of existing processes used in support of management decisions. Perform financial analyses on International Business and FMS cases.

3.5.1.1.17 Provide financial analyses of projected and actual NRE development and improvement efforts, logistics support strategies, and training requirements to support each alternative.

3.5.1.1.18 Perform acquisition support services to include analyses of cost data and current burn rates against fiscal or funding constraints in support of the deliveries to include associated subsystems, ancillary equipment and support equipment.

3.5.1.1.19 Collect, compile and analyze project, and cost data for development and improvements in aircraft engineering, and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.5.1.1.20 Investigate and coordinate transportation requirements to ensure appropriate lead times are planned for freight forwarders, co-production FMS manufacturers, or staging areas for modifications or kitting facilities.

3.5.2 Broad Area Maritime Surveillance (BAMS) Unmanned Aircraft Systems (UAS)- The Contractor shall provide program management, financial support, acquisition management, logistic management, technical and administrative support. The Program's FMS organization supports all current and potential International customers. Support is provided from pre-case efforts and case signature to aircraft and system delivery through engineering changes, upgrade programs, and FMS fleet support.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 32 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.5.2.1 Program Management – The Contractor shall:

3.5.2.1.1 Assist with developing, coordinating, and staffing all acquisition documentation to support all FMS procurement and support activities. Track all acquisition documentation (statutory and regulatory) progress and advise the IPT Lead of potential delays and provide recommendations. Review all APs annually (or for any new procurement) and recommend an optimal method for updating. Provide interpretation of all statutory/regulatory/policy acquisition documentation updates. Initiate PID, review for content and accuracy, update and track to completion. Provide NAVAIR Contracts procurement process expertise and support to IPT Leads. Track and provide PID status weekly. Assess contractual CDRL requirements and function as the primary CDRL coordinator/tracker.

3.5.2.1.2 Provide support for the preparation, coordination, and post evaluation of program management meetings, conferences and technical reviews. Prepare agendas, meeting minutes and track actions items. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Prepare and maintain technical reports, documentation, Flight Plans and assist with managing the digital library. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and program status updates. Process classified and unclassified materials in accordance with policy, manage/process visit requests, and provide general support for correspondence and travel. Provide Public Affairs expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.5.2.1.3 Provide material management to ensure all GFE/GOM contractual dates are met. Interface with commercial vendors, track repairs and funding, note deficiencies to the IPT lead, monitor and prioritize repairs workload and address/resolve support equipment issues.

3.5.2.1.4 Provide program, financial, analytical, and technical support services for the FMS IPT in support of its International Business programs.

3.5.2.1.5 Perform data collection and analyses and assist with the program management of hardware and software suppliers and field activities. Track program cost, schedule, and performance indicators and support risk and opportunity management and critical path reviews.

3.5.2.1.6 Provide support to perform cost, economic and business analysis of FMS programs. Utilize the Defense Security Assistance Management System to upload data for Price and Availability (P&A), and Letter of Offer and Acceptance (LOA) development.

3.5.2.1.7 Prepare LOA Manpower and Travel Data Sheets. Provide support for the development of P&A data using the FMS new business-pricing model to standardize the development of ROM and P&A data.

3.5.2.1.8 Provide business and budgetary evaluation of data for use in LOAs. Develop payment schedules in accordance with LOA scope and period of performance.

3.5.2.1.9 Provide support in complying with operating policies and business principles of the Security Assistance Program; evaluating co-productions and offset programs, reconciliation and case closure efforts; monitoring Management Information Systems for International Logistics, Defense Integrated Financial System and Security Cooperation Information Portal data; resolving queries of the FMS trust fund data; and maintaining accounting and tracking systems for all business requirements.

3.5.2.1.10 Provide analyses and studies in support of FMS program LOAs, existing Memoranda of Agreement and Understanding, and fleet readiness.

3.5.2.1.11 Assist in identifying availability of BAMS UAS for potential FMS customers by evaluating configuration changes, ECPs, and subsystem obsolescence.

3.5.2.1.12 Provide programmatic, engineering, and logistic expertise to review and analyze FMS requests for warranty and defect determination.

3.5.2.1.13 Provide analyses, studies and support for the cultivation of cooperative development programs when

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 33 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

determined to be in the best interests of the Government.

3.5.2.1.14 Collect data and analyze International Business and FMS programs' financial management procedures and financial analyses of projected and actual aircraft development, integration, and test and evaluation requirements.

3.5.2.1.15 Perform financial analyses on the engineering and logistics requirements to support International Business and FMS efforts, and provide recommendations and affordability analyses of acquisition strategies for aircraft and avionics systems development and integration.

3.5.2.1.16 Provide recommendations for improvement of existing processes used in support of management decisions. Perform financial analyses on International Business and FMS cases.

3.5.2.1.17 Provide financial analyses of projected and actual NRE development and improvement efforts, logistics support strategies, and training requirements to support each alternative.

3.5.2.1.18 Perform acquisition support services to include analyses of cost data and current burn rates against fiscal or funding constraints in support of the deliveries to include associated subsystems, ancillary equipment and support equipment.

3.5.2.1.19 Collect, compile and analyze project, and cost data for development and improvements in aircraft engineering, and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.5.2.1.20 Investigate and coordinate transportation requirements to ensure appropriate lead times are planned for freight forwarders, co-production FMS manufacturers, or staging areas for modifications or kitting facilities.

3.5.2.1.21 Provide support for systems engineering, independent assessments, and data analysis.

3.6. Other Customer Tasking – The Contractor shall support Technical and Programmatic staffs funded by Other Customers. Other Customers could include funding received for upcoming Multi-Mission Tactical Unmanned Air Systems and Persistent Maritime Unmanned Aircraft Systems programs, from cooperative agreements with other countries, DoD entities, and other non-DoD institutions in support of those activities. Support will include Systems Engineering Analysis and Evaluation, Test/Evaluation/Demonstration execution; Design Documentation Execution and Tracking; Acquisition Document Development and Tracking; Acquisition Logistics; Production support, and Program Management Support.

3.6.1 Multi-Mission Tactical Unmanned Air System programs

The Contractor shall provide program management, financial support, acquisition management, logistics management, technical and administrative support through all phases of current and future PMA-266 programs, including but not limited to TCS, VTUAV, MUAS, and CARGO UAS.

3.6.1.1 Program Management – The Contractor shall:

3.6.1.1.1 Evaluate, investigate, and provide alternatives for unmanned systems concept development, design reviews, engineering development, production activities, and sustainment activities. Conduct studies pertaining to evaluation and analysis of unmanned system performance, capabilities, and growth areas.

3.6.1.1.2 Perform programmatic support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support unmanned systems test and integration efforts. Collect, compile, and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RDT&E test activities. Provide technical inputs to support the preparation or revision of developmental related acquisition documentation.

3.6.1.2 Engineering and Technical Support –

3.6.1.2.1 Analyze and evaluate existing unmanned systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Identify common systems integration requirements. Provide technical integration and software deliverables for commonality applications.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 34 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.6.1.2.2 Provide analysis and review of current capabilities, shortfalls of existing unmanned and manned systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development. Support technical documentation creation, engineering change proposals, and processing of technical directives. Ensure compliance with OSD and Navy directives related to unmanned systems and ISR.

3.6.1.2.3 Investigate unmanned systems problems or failures during program development, production, and sustainment. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities.

3.6.1.2.4 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of unmanned systems and sub-systems.

3.6.1.2.5 Provide architecture-related technical, engineering, and acquisition services, including development of integrate architecture products in support of unmanned systems. Provide technical analysis and input to produce Net Ready Key Performance Parameters (NR-KPP) integrated architectures for input into requirements documentation, Information Support Plans (ISP), and engineering processes.

3.6.2 Persistent Maritime Unmanned Aircraft System programs The Contractor shall provide program management, financial support, acquisition management, logistics management, technical and administrative support through all phases of current and future PMA-262 programs, including but not limited to BAMS UAS programs.

3.6.2.1 Program Management – The Contractor shall:

3.6.2.1.1 Evaluate, investigate, and provide alternatives for unmanned systems concept development, design reviews, and engineering development. Conduct studies pertaining to evaluation and analysis of unmanned system performance, capabilities, and growth areas.

3.6.2.1.2. Perform programmatic support services to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support unmanned systems test and integration efforts. Collect, compile, and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RDT&E test activities. Provide technical inputs to support the preparation or revision of developmental related acquisition documentation.

3.6.2.2 Engineering and Technical Support –

3.6.2.2.1 Analyze and evaluate existing unmanned systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data. Identify common systems integration requirements. Provide technical integration and software deliverables for commonality applications.

3.6.2.2.2 Provide analysis and review of current capabilities, shortfalls of existing unmanned and manned systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development. Support technical documentation creation, engineering change proposals, and processing of technical directives. Ensure compliance with OSD and Navy directives related to unmanned systems and ISR.

3.6.2.2.3 Investigate unmanned systems problems or failures during program development, production, and sustainment. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities.

3.6.2.2.4 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of unmanned systems and sub-systems.

3.6.2.2.5 Provide architecture-related technical, engineering, and acquisition services, including development of integrate architecture products in support of unmanned systems. Provide technical analysis and input to produce Net Ready Key Performance Parameters (NR-KPP) integrated architectures for input into requirements documentation, Information Support Plans (ISP), and engineering processes.

3.6.2.2.6 Assist with developing, coordinating, staffing and tracking all periodic reporting and also milestone statutory and regulatory acquisition documentation. Update documentation as necessary. Initiate Procurement

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 35 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Initiation Documents (PID), review for content and accuracy, and update and track to completion as required.

3.6.2.2.7 Provide support for the preparation and coordination of program management meetings, conferences and technical reviews. Manage the timely receipt and response of actions assigned to various data calls. Provide communications expertise for all media inquires and public release of program information and/or program status. Provide Information Technology (IT) expertise/ management for Navy Marine Corps Intranet (NMCI) and SIPRNET equipment, and coordinate requirements with PEO (U&W). Provide NMCI program and SIPRNET updates and information.

3.6.2.2.8 Provide support in the management and accounting of Government Furnished Property (GFP).

3.6.2.2.9 Provide support for budget development, spend plan development, execution tracking and the generation and tracking of financial documents using various Navy and DoD electronic data systems such as N-ERP, PBIS, SharePoint, and IDE. Assist with program requirements analysis, Program Objective Memorandum (POM) issue sheet development, budget drills, reclaims, and point papers.

3.6.2.2.10 Provide support for Engineering Change Proposals (ECP), Risk Management Boards (RMBs), Configuration Change Control Board (CCB), and Technical Directives (TD). Assist with Configuration Management (CM) including executing Physical Configuration Audits (PCAs), Functional Configuration Audits (FCAs), configuration status accounting, CM plan updates, minor change coordination and tracking, interim change control process and technical change package reviews.

3.6.2.2.11 Assist with review of recommendations from white papers and trade studies. Coordinate and participate in working groups, meetings, and conferences to coordinate Road Maps and reviews of potential technologies.

3.6.2.2.12 Perform data collection and analyses, and assist with the management of hardware and software suppliers. This includes tracking cost, schedule and performance indicators, risk and opportunity management, and critical path review. Analyze and recommend acquisition actions designated to accomplish overall program objectives. Provide risk management analysis of hardware and software suppliers.

3.6.2.2.13 Assess, evaluate, monitor and report on production activities to include performance, cost, schedule, alternative and work around procedures.

3.6.2.2.14 Provide analysis and support for manufacturing and quality of the production. Investigate program problems and failures during production. Support preparation, test and technical evaluation of engineering changes to correct deficiencies in production items.

3.6.2.2.15 Assess, evaluate, monitor and report Diminished Manufacturing Sources and Material Supply (DMSMS) items.

3.6.2.2.16 The contractor shall support Technical staffs. Technical support will include but not limited to Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance.

3.6.2.2.17 Analyze and evaluate program systems and advanced technologies; review and analyze design to support decisions for transition of new technologies, ensure supportability and achievement of requirements.

3.6.2.2.18 Provide support for systems engineering, independent assessments, and data analysis.

4.0 Security

4.1 Only U.S. citizens may perform under this contract. All personnel must be able to obtain and maintain a clearance at the Secret level. All personnel required to work at the Government site must, at a minimum, obtain an Interim Secret Clearance prior to starting work at the Government facility. **Due to the Government's inability to address security clearances in a timely manner, relief is being granted to the contractor.** The date Interim clearances must be obtained is changed from within 30 days to within **180** days of issuance of task order or new hire. **The date a Final clearance must be obtained has changed from within 90 days to within 180 days of issuance of task order or new hire.** In some instances, a Top Secret level clearance may be required. The level of clearance required to perform tasking under this contract is up to

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 36 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

and including Top Secret. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of Controlled Unclassified Information (CUI) and classified information, and to control distribution of CUI and classified information in accordance with all applicable documents listed below. The DoD Contract Security Classification Specification, DD Form 254 defines program specific security requirements. All controlled unclassified technical information shall be appropriately identified and marked as For Official Use Only in accordance with DoD 5200.1-R (Information Security Regulation)(Appendix 3) and DoD 5400.7-R (Freedom of Information Act Regulation)(Chapter 3). The Contractor shall be responsible for ensuring all subcontractors implement OPSEC requirements, including the development and implementation of the any/all subcontractor OPSEC program(s). The Contractor shall locate and secure conference room facilities for conducting meetings at the classification level of Secret.

4.2 The Contractor shall develop, implement and maintain a facility level OPSEC Program to protect critical information to be used at the Contractor facility during the performance of this contract. While performing at a government activity, the Contractor shall comply with the provisions of OPNAVINST 3432.1 and the local command 3432 instruction series for Operations Security; and applicable Program Specific PPPs for the protection of the Critical Program Information (CPI) identified in the Programs' PPPs. The OPSEC program may include IA and COMSEC. The OPSEC program shall be in accordance with National Security Decision Directive (NSDD) 298, and the NAVAIR DD254 OPSEC Annex.

4.3 The Contractor shall adhere to the DoN IA Program prescribed methodologies for the protection of controlled unclassified information to support DoN missions. The Contractor shall utilize existing methods and processes in order to deliver secure, interoperable and integrated Information management (IM) and IT to the DoN and its contract support. The Contractor shall ensure that all IT systems, software and interfaces meet Government security certification standards and requirements appropriate to the particular classification level of operation as specified by the US Navy, DoD, or other cognizant Government authority for the purposes of the above mentioned DoN goals.

4.4 Navy Marine Corps Intranet and any follow-on government directed Intranet. Computer resources shall be acquired in accordance with DFARS 5252.237-9503. For those employees so affected, the Contractor shall track completion of System Authorization Access Request (SAAR) forms and IA training specific to government requirements. Documentation reflecting compliance shall be submitted to the government thirty days after contract award and yearly thereafter, and thirty days after the gain or loss of an employee.

4.5 Contactor personnel who are seated on-site, who will use an NMCI computer, or any follow-on government directed computer system, or be required to access any DoD computer system, shall obtain and utilize a DoD Common Access Card (CAC) and certified Public Key Infrastructure (PKI) certification and encryption within 30 days of contract award or gain of an employee. CAC card shall be returned to the government within 10 days of an employee loss.

5.0. Other Direct Costs

5.1. The Contractor may be required to provide miscellaneous supplies and hardware for the publication of reports and dissemination; and other equipment, supplies and mailings in support of this effort through Other Direct Costs (ODC). All purchase of material requires COR approval. Material support to include transportation cost, supplies pertinent to contractor supported activity are deemed acceptable ODC. Only those material expenses having prior COR approval shall be reimbursed to the Contractor.

5.2 The Contractor shall be required to travel and/or work on-site at the Government's request to/at the following locations during the period of performance: San Diego, CA; Rancho Bernardo, CA; Palmdale, CA; Washington DC; China Lake, CA; Moss Point, MS; Pt. Mugu, CA; Philadelphia, PA; Norfolk, VA; Bethpage, NY; Jacksonville, FL; Mayport, FL; Dallas, TX, Phoenix, AZ; Indianapolis, IN; Buckley AFB, Denver, CO; Wright Patterson AFB, Dayton, OH; Patuxent River, MD; Sydney, Australia; Melbourne, Australia; Ankara, Turkey; Munich, Germany, Saudi Arabia; United Arab Emirates. The Government may direct other travel, including relocation of personnel and reimbursement of allowable expenses, as necessary to accomplish assigned tasking, and/or training.

5.3. Local and long distance, domestic, and international travel shall be required for this effort. All travel expenses shall be authorized by the COR, and only those travel expenses having valid receipts and travel claims shall be reimbursed to the Contractor. Travel shall be reimbursed at cost in accordance with the Department of Defense Joint Travel Regulations.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 37 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

5.4. Reimbursement of travel to-and-from Patuxent River Naval Air Station and the surrounding area by the Contractor or subcontractor located within 50 miles of the base shall not be authorized.

6.0 CONTRACT DATA REQUIREMENTS LIST

6.1. The data to be furnished shall be in accordance with the Contract Data Requirements List (CDRL), DD Form 1423

6.2. When required by the CDRL, delivery of data shall be electronic. File formats shall be identified in the CDRL.

7.0 GOVERNMENT FURNISHED PROPERTY

7.1. All GFP and GFI is the property of the U.S. Government and shall not be transferred by any individual or agency public or private without the express written approval of the Contracting Officer, except as required for the specific performance of tasks under this task order.

7.2. Contractors performing on-site support will be provided access to workspaces, telephone service, printers, facsimile machines, copy machines, shredders, computers and network access including web servers and applicable databases or other applications necessary to carry out assigned tasks. The workspaces will normally be available from 0600 to 1800 Monday through Friday. Exceptions to these hours shall be coordinated with the COR.

8.0 DELIVERABLES/DOCUMENTATION

8.1 The contractor shall submit a monthly progress report that will document all travel in support of PMA-262/PMA-266 Program Offices and other technical reports, research data, and other information as required/directed by the Government in the performance of the support effort (CDRL A001). This report shall be submitted by the 15th day of the following month.

8.2 The contractor shall submit review comments and recommendations on BAMS-D, BAMS UAS, TCS, VTUAV, any MUAS, CARGO, and any other PMA-262 and PMA-266 programs, initiative documentation, plans, system requirements, performance, and design specifications, functional requirements documents (FRDs), interface control documents (ICDs), Engineering Change Proposals (ECPs, CONOPS, System Level Test Plans, technical reports, studies, and other documents as required/directed by the Government (CDRL A002). Unless otherwise specified, these reports shall be submitted no more than 25 days after the delivery of the document(s) to be reviewed.

8.3 The contractor shall prepare, review and/or update the systems engineering acquisition plans for Navy UAS Programs, as directed by the Government (CDRL A003).

8.4 The contractor shall submit a monthly cost report. The contractor shall maintain current and accurate documentation of all expenses incurred in the performance of work under the contract. The contractor shall provide a list of personnel showing their respective labor category, fully burdened rate and how many hours they worked against each CLIN. Original receipts and invoices, copies of originals, or summaries of all expenses charged to travel and other direct costs will be made available to the COR upon request (CDRL A004). This report shall be submitted by the 15th day of the following month.

8.5 The contractor shall prepare and implement a Program Protection Implementation Plan (CDRL A005).

8.6 The contractor shall prepare the Incurred Cost Report (CDRL A006) as required. This report shall be submitted whenever the contractor submits an invoice.

9.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER APPLICATION (ECMRA)

9.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAWCAD via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 38 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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>.

10.0 PERFORMANCE METRICS

The work performed shall be performance-based. An evaluation and reporting process is provided in the Quality Assurance Surveillance Plan (QASP) provided as an attachment to this Task Order in Section J.

11.0 PLACE OF PERFORMANCE

11.1 The services to be performed herein shall primarily be performed at the Naval Air Systems Command, Patuxent River, MD; Philadelphia, PA; Jacksonville, FL; San Diego, CA; Charlottesville, VA; Manassas, VA; and Norfolk, VA, or at the contractor's facilities within 30 miles.

12.0 Minimum Personnel Requirements

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.

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. .6 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 39 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

12.1 Labor Category Qualifications:

Program Manager (Key Personnel)

Functions: Acts as the overall lead, manager and administrator for the contract effort. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Supervises contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements. A project management professional certification is desirable. May provide support to FMS leadership concerning New Business development and Security Assistance policies/processes, as well as liaison with government agencies on issues of interpretation, preparation, exception and waivers of those policies and procedures.

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

Experience: A minimum of ten (10) years of professional experience in the Defense acquisition process, Six (6) years experience must be current with the last three (3) years in support of Navy Acquisition management; and a minimum of six (6) years supervisory experience.

Experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability is necessary.

Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability.

Demonstrated written and oral communication skills.

Experience managing different phases of weapon system acquisition, including Concept Development, SD&D Familiar with acquisition policies and procedures.

Demonstrated knowledge of and experience with the requirements of the DOD 5000 series.

Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in areas of program management, systems engineering, major system acquisitions, and financial management to the technical staff.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 40 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Allowable Substitution: A Project Management Institute (PMI) or Project Management Professional (PMP) certification will be considered equivalent to 4 years professional experience in Defense acquisition.

Project Manager (Key Personnel)

Functions: Applies project principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapon systems. Reviews and prepares project and technical analyses, reports, change proposals, and other technical documentation. Applies project experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapon systems, associated support systems, or management information systems. Acts as project manager or supervisor, developing project procedures and controls, managing project efforts, and taking the lead in problem resolution. Interfaces with system or program contractors, vendors, and Government representatives regarding the technical aspects of the programs/projects. A project management professional certification is desirable.

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

Experience: A minimum of ten (10) years general experience in business management, logistics management, engineering management, program evaluation, and/or testing of complex systems relevant to DoD systems.

Experience with program documentation preparation, test planning, and analysis, or financial management and an understanding of DoD Acquisition Milestone requirements.

Experience in analyzing and defining client's system, and/or equipment's requirements, analyzing acquisition and logistics documentation, defining support requirements, budget formulation or involvement in system Test & Evaluation. Program or financial management and administration responsibilities experience related to Program Management, Engineering or Integrated Logistics Support including developing program controls, documentation management procedures, and the development, update and revision of acquisition, financial or management documentation.

Demonstrated the ability to supervise, direct, review, and otherwise coordinate all work performed by the Contractor's staff and subcontractor's management organization.

Demonstrated written and oral communication skills.

Allowable Substitution: A postgraduate degree in a business, management, engineering or related discipline will be considered equivalent to four (4) years of general experience.

A Project Management Institute (PMI) or Project Management Professional (PMP) certification will be considered equivalent to four (4) years of professional experience in Defense acquisition.

Financial Analyst (Senior is Key Personnel)

Functions: Performs work requiring a comprehensive knowledge of: theory and principles; financial and management organization, operations, and practices; pertinent statutory or regulatory provisions; and related basic economic, accounting, and legal principles.

Education:

At least a High School Diploma or General Equivalency Diploma (GED) for Junior;

An Associate's degree is required for mid level;

A Bachelors degree from an accredited college or university is required for Senior level; with a preference for a degree in accounting or business;

Experience:

Junior: At least two (2) years of general experience as an analyst in the administrative and managerial functions related to the tracking of the budgets and project/program data. Demonstrated experience resolving

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 41 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

budgetary/planning requirements with technical and fiscal personnel, and other agencies that interact with these personnel. Demonstrated knowledge of fiscal policies and procedures. Experience in funds execution, tracking of resources, financial status reporting, trend analysis, and data base applications.

Allowable Substitution: An Associate's degree will be considered equivalent to one (1) year of general experience for a Junior position.

Mid: A minimum of four (4) years general experience demonstrated in DOD financial analysis including experience in accounting using DON SIGMA/ERP automated financial tracking system and PBIS Automated budgeting systems. Performs analytical and evaluative work requiring a comprehensive knowledge of: theory and principles; financial and management organization, operations, and practices; pertinent statutory or regulatory provisions; and related basic economic, accounting, and legal principles. Demonstrated understanding of funding documents, obligation/expenditure phasing plans, and the DOD Planning, Programming, and Budget System process.

Allowable Substitution: An additional four (4) years of experience directly relating to DoD financial analysis can substitute for the Associate's degree.

Senior: A minimum of ten (10) years general experience demonstrated in DOD financial analysis; and eight (8) of the ten (10) years must include experience in accounting using DON SIGMA/ERP automated financial tracking system and PBIS Automated budgeting systems. Demonstrated experience in performance of cost and financial analysis of both commercial aerospace/defense contractors and government activities. Experience within the economic trends of the defense industry and the US economy in general in order to evaluate the impact of economic factors beyond the control of the contractor or program manager is required. Demonstrated experience in weapon systems costs analysis and knowledge of the Planning, Programming, and Budgeting System (PPBS) process (Weapon Systems can be hardware or software or both.) Demonstrated experience with acquisition management and financial management policies and procedures as they apply to the execution of weapon system acquisition. Demonstrated experience in application of financial management as a tool for managing contracts.

Allowable Substitution: An additional eight (8) years of experience directly relating to DoD financial analysis with no degree or four (4) years of DoD financial analysis with an Associates Degree. A Senior Financial Analyst position requires 8 years of DON SIGMA/ERP and PBIS regardless of the education level.

A postgraduate degree in accounting, business or other financial discipline will be considered equivalent to two (2) years of general experience.

FMS Financial Analyst (Senior is Key Personnel)

Functions: Performs work requiring a comprehensive knowledge of: theory and principles; financial and management organization, operations, and practices; pertinent statutory or regulatory provisions; and related basic economic, accounting, and legal principles.

Education:

At least a High School Diploma or General Equivalency Diploma for Junior;

An Associate's degree is required for mid level;

A Bachelors degree from an accredited college or university is required for Senior level; with a preference for a degree in accounting or business; and

Experience:

Junior: At least two (2) years of general experience as an analyst in the administrative and managerial functions related to the tracking of the budgets and project/program data. Demonstrated experience resolving budgetary/planning requirements with technical and fiscal personnel, and other agencies that interact with these personnel. Demonstrated knowledge of fiscal policies and procedures. Experience in funds execution, tracking of resources, financial status reporting, trend analysis, and data base applications. A general introduction to the preparation of Letter of Offer and Acceptance (LOA) and Price and Availability (P&A) documents, financial reconciliation, case management and closure, financial action tracking, and utilization of Defense Integrated Financial System (DIFS) and Management Information System for International Logistics (MISIL) is desired. Must include

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 42 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

experience in accounting using DON SIGMA/ERP automated financial tracking system.

Allowable Substitution: An Associate's degree will be considered equivalent to one (1) year of general experience for a Junior position.

Mid: A minimum of four (4) years general experience in financial operations in support of Department of Defense Security Assistance Programs (DoDSAP) is required. Individual must have the ability to (a) interpret and apply Defense/Security Assistance financial and acquisition guidance, directives and manuals; (b) provide advice and guidance in Security Assistance Financial matters and (c) understand the use of manual/automatic management information systems. Experience in the preparation of Letter of Offer and Acceptance (LOA) and Price and Availability (P&A) documents, financial reconciliation, case management and closure, financial action tracking, and utilization of Defense Integrated Financial System (DIFS) and Management Information System for International Logistics (MISIL) is required. Must include experience in accounting using DON SIGMA/ERP automated financial tracking system.

Allowable Substitution: An additional four (4) years of experience directly relating to DoD FMS financial analysis can substitute for the Associate's degree.

Senior: At least ten (10) years general experience in financial and management organization; and a minimum of eight (8) years out of the prior ten (10) years of experience supporting financial operations in support of Department of Defense Security Assistance Programs (DoDSAP) is required. Experience shall include performance of cost and financial analyses of commercial aerospace/defense contractors and government activities. Individuals must have the ability to (a) interpret and apply Defense/Security Assistance financial and acquisition guidance, directives and manuals, (b) provide advice and guidance in Security Assistance Financial matters and (c) understand the use of manual/automatic management information systems. Experience in the preparation of Letter of Offer and Acceptance (LOA) and Price and Availability (P&A) documents, financial reconciliation, case management and closure, financial action tracking, and utilization of Defense Integrated Financial System (DIFS) and Management Information System for International Logistics (MISIL) is required. Demonstrated experience with acquisition management and financial management policies and procedures as they apply to the execution of weapon system acquisition. Demonstrated experience in application of financial management as a tool for managing contracts. Must include experience in accounting using DON SIGMA/ERP automated financial tracking system.

Allowable Substitution: An additional eight (8) years of experience in financial and management organization with no degree or an Associates Degree with four (4) additional years of experience.

A postgraduate degree in accounting, business or other financial discipline will be considered equivalent to two (2) years of general experience. A Senior FMS Financial Analyst position requires 8 years of DON SIGMA/ERP regardless of the education level.

Program Analyst (Senior is Key Personnel)

Functions: Performs program management, technical, or business analysis. Provides program analysis support and has knowledge of DoD systems acquisitions in the technical or program area specified in task orders. 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 acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures relative to financial planning and tracking of commitments, obligations, and expenditures. Familiar with SECNAV, OPNAV, and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work requests, Requisitions, Contract Data Requirements Lists, and DD254's. Responsible for the coordination, management and staffing of NAVAIR Procurement Initiation Documents (PID) Policies and procedures. Utilizes written and oral communication skills commensurate with technical role.

Maintain security of NMCI SIPRNet machines and building safes. Customer support and log-on account creation for SIPRNet. Applies policies and procedures relative to information technology operations and support functions. Examples include N/MCI MAC requests, Microsoft suite, equipment hardware and software licensing, issues, and tracking, internet web development, view graphs and slides, and other related material. Provide conference room and projector setup and configuration. Submit Base Telephone Office requests for air cards, blackberrys, voice mail requests, and phone transfers. Administer the Air Card pool and establish procedures for operation. Provide facility support as needed for RAA issues to include assisting with malfunctioning locks and safes. Manage/coordinate all

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 43 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

aspects of physical facilities to include but not limited to NMCI equipment, furniture, seat assignments, and security. Enter user information into ADT system for building access. Provide assistance for certificate issues regarding Common Access Card (CAC) ActivClient Agent.

Education: High school diploma or General Equivalency Diploma for a Junior; A Bachelors degree from an accredited college or university is required for Mid and Senior levels;

Experience:

Junior: A minimum of two (2) years of general experience in a program management, technical, or business analysis discipline. Experience shall include the collection, completion, organization, and interpretation of technical data and financial information relating to acquisition and production programs. Demonstrated written and oral communications skills.

Allowable Substitution: An Associate's degree will be considered equivalent to an additional one (1) year of experience for a Junior position. A postgraduate degree in a business, management, engineering or related discipline will be considered equivalent to two (2) years of program management, technical, or business analysis discipline.

Mid: At least four (4) years of general experience in program management, technical, or business analysis discipline. Experience in utilizing special techniques for data reduction and use of management information systems and Program Master Plans is desired. Experience as a member of and/or support the specified Program Integrated Product Teams (IPTs) and IPT directed business meetings. Demonstrated experience in the Track program/project status and schedules. Familiarity with SECNAV, OPNAV and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work requests, Requisitions, Contract Data Requirements List, DD 254, or security is required. Experience in SIGMA/SAP procedures is desired. Proven ability to organize and manage through the delegation of appropriate responsibilities and commensurate authority to key subordinates. Adjusting work operations to meet emergency or changing requirements. Ability to establish administrative objectives or performance goals and assess progress. Applied knowledge of Microsoft Office software. Oral and written skills commensurate with role.

Allowable Substitution: An additional eight (8) years of general experience in program management, technical or business analysis can substituted for the Bachelors degree or an Associates degree plus four (4) years of additional experience.

Senior: A minimum of ten (10) years general experience in program management, technical, or business analysis discipline; and a minimum of six (6) years out of 10 years of recent work experience related to analysis and planning. Familiarity with SECNAV, OPNAV, and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work Requests, Requisitions, Contract Data Requirements List, DD254, or security is required. . Experience in SIGMA/SAP procedures is desired. Proven ability to organize and manage through the delegation of appropriate responsibilities and commensurate authority to key subordinates. Adjusting work operations to meet emergency or changing requirements. Ability to establish administrative objectives or performance goals and assess progress. Applied knowledge of Microsoft Office software. Oral and written skills commensurate with role.

Allowable Substitution: An additional eight (8) years of general experience in program management, technical or business analysis can substituted for the Bachelors degree or an Associates degree plus four (4) years of additional experience.

FMS Program Analyst (Senior is Key Personnel)

Functions: Applies policies and procedures relative to case management, case closure, financial planning and tracking of commitments, obligations, and expenditures. Utilizes Management Information Systems for International Logistics (MISIL), DoDSAP Case Implementation policies and procedures, and Cooperative Logistics Supply Support Arrangements (CLSSA). Utilizes written and oral communication skills commensurate with technical role. Responsibilities include analyze and gather data related to major weapons systems in response to international customer request. Monitor and track deliveries, prepare agenda minutes and monitor actions related to customer meetings and reviews.

Education: High school diploma or General Equivalency Diploma for the Junior position;

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 44 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

A Bachelors degree from an accredited college or university is required for Mid and Senior levels and an International Affairs (IA) Certification is desired for Senior level;

Experience:

Junior: A minimum of two (2) years of general experience in a program management, technical, or business analysis discipline. Experience shall include the collection, completion, organization, and interpretation of technical data and financial information relating to acquisition and production programs. Demonstrated written and oral communications skills. A working knowledge of Defense Security Assistance Program (DoDSAP) policies and procedures relating to case management, case closure, financial planning and tracking of commitments, obligations and expenditures is desired. Two (2) years of experience involving Foreign Military Sales (FMS) case management support including all aspects of FMS case management from implementation and during case execution is desired.

Mid: A minimum of four (4) years of general experience in the FMS program management, technical, or business analysis discipline. Coordinate/manage assigned FMS case/programs, ensuring all terms and conditions of the LOA are satisfied. The two (2) years must include professional experience in technical efforts supporting major weapon systems and components development. Demonstrated experience in DoDSAP policies and procedures relative to case management, case closure, financial planning and tracking of commitments, obligations, and expenditures. Demonstrated experience with Management Information Systems for International Logistics (MISIL), DoDSAP Case Implementation policies and procedures, and Cooperative Logistics Supply Support Arrangements (CLSSA) is desired. A minimum of three (3) years out of the prior four (4) years of experience in Defense Security Assistance Programs (DoDSAP) is required. Specific experience is required in DoDSAP policies and procedures relative to case management, case closure, financial planning and tracking of commitments, obligations and expenditures. Demonstrated experience in the Track program/project status and schedules. Familiarity with SECNAV, OPNAV and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work requests, Requisitions, Contract Data Requirements List, and DD 254 is required. Demonstrated written and oral communications skills. Experience in SIGMA/SAP procedures is desired.

Senior: At least ten (10) years general experience in FMS program management, technical, or business analysis discipline; and a minimum of six (6) years out of the prior ten (10) years of experience supporting financial operations in support of Department of Defense Security Assistance Programs (DoDSAP) is required. Demonstrated experience in complex budget, Foreign Military Sales programs, system acquisition or life cycle logistics of systems and equipment is desired. Demonstrated experience in DoDSAP policies and procedures relating to case management, case closure, financial planning and tracking of commitments, obligations, and expenditures is desired. Experience with Management Information Systems for International Logistics (MISIL), DoDSAP Case Implementation policies and procedures, and Cooperative Logistics Supply Support Arrangements (CLSSA) is desired. Demonstrated written and oral communication skills commensurate with technical role are required. Experience in SIGMA/SAP procedures is desired.

Allowable Substitution: Eight (8) additional years of general experience directly relating to FMS program management, technical or business analysis can substitute for the Bachelors degree for the Mid and Senior positions. An additional four (4) years of general experience directly relating to FMS program management, technical or business analysis with an Associate's degree will be considered equivalent to a Bachelors degree for the Mid and Senior positions.

Acquisition Analyst (Senior is Key Personnel)

Functions: Integrates business and technical methodologies to the study and analysis of technological problems in relation to engineering and scientific development of processes, systems, and equipment. Applies NAVAIR Procurement Initiation Documents (PID) policies and procedures to create acquisition PID packages. Performs as a Resource Manager to report Program Office staff training. Manage communications throughout the program to include but not limited to weekly, bi-weekly, monthly and annual information reports, briefing coordination and configuration control. Act as the Program Coordinator. Coordinate information flow between the Program and Program Executive Office, Assistant Secretary of the Navy Office, Department of the Navy, and various offices within the Office Secretary of Defense. Manage all program office briefs provided to outside customers including Congress, Office of Secretary of Defense, Assistant Secretary of the Navy, Pentagon, and Industry partners.

Education: High school diploma or General Equivalency Diploma for the Junior position;

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 45 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

A Bachelors degree from an accredited college or university is required for Mid and Senior levels;

Experience:

Junior: A minimum of two (2) years general experience in one or more of the following areas: program management, systems engineering, system acquisition, financial management, test and evaluation or integrated logistics support. Knowledge with the Navy systems acquisition process, including pertinent Military Standards. Knowledge with the Company's internal administrative and information technology systems including the word processing, spreadsheet, and database systems used to support the statement of work.

Mid: A minimum of four (4) years of general experience related to weapon systems acquisition, including logistics, research and development, configuration management or systems analysis/design. 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. Demonstrated knowledge, and/or familiarity with the Navy systems acquisition process, including pertinent Military Standards. Demonstrated knowledge, and/or familiarity with the Company's internal administrative and information technology systems including the word processing, spreadsheet, and database systems used to support the statement of work.

Senior: A minimum of ten (10) years of general experience related to weapon systems acquisition, including logistics, research and development, configuration management or systems analysis/design. 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.

Allowable Substitution: An additional eight (8) years of general experience in program management, technical or business analysis can substituted for the Bachelors degree for the Mid and Senior positions.

A postgraduate degree in a business, management, engineering or related discipline will be considered equivalent to two (2) years of general experience.

Junior Engineer

Functions: Under supervision, applies systems engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems: review and prepare system engineering and technical analyses, reports, change proposals, and other technical documentation. With supervision, applies systems engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. With supervision performs analyses, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Education: Bachelor's degree in engineering, operations research, physics, computer science, mathematics or a related technical field from an accredited college or university.

Experience: No experience required.

Mid Level Engineer

Functions: Applies systems engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems: review and prepare system engineering and technical analyses, reports, change proposals, and other technical documentation. Applies systems engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyses, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Education: Bachelor's degree in engineering, operations research, physics, computer science, mathematics or a related technical field from an accredited college or university; and

Experience: A minimum of four (4) years of general experience in the development, planning, testing, and evaluation of aircraft, propulsion, avionics, electronic warfare, training, mission planning, or weapon systems.

Demonstrated experience in aircraft, propulsion, avionics, electronic warfare, training, mission planning, or weapon

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 46 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

systems and software, interoperability, development technologies, test and evaluation, and equipment specifications is required; or Demonstrated experience in the following areas is required: manufacturing engineering, producability, material characterization, structural analysis, reliability engineering, systems engineering, software development, software life cycle support, avionics development, mission system integration, vertical flight aerodynamics, tilt-rotor mechanical statics and dynamics, turbo shaft engine thermodynamics, configuration management, specification development, environmental impact analysis, weapon system performance, data protection planning, or flight instrumentation.

Allowable Substitution: An additional postgraduate degree in an engineering or related discipline will be considered equivalent to two (2) years of general experience.

Senior Engineer (Key Personnel)

Functions: Applies systems engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapon systems: review and prepare system engineering and technical analyses, reports, change proposals, and other technical documentation. Applies system engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Education: Bachelor's degree in engineering, operations research, physics, computer science, mathematics or a related technical field from an accredited college or university; and

Experience: A minimum of ten (10) years of general experience in the development, planning, testing, and evaluation of aircraft systems, Demonstrated experience in aircraft, propulsion, avionics, electronic warfare, training, mission planning, or weapon systems and software, interoperability, development technologies, test and evaluation, and equipment specifications is required; and Demonstrated experience in two (2) of the following areas is required: manufacturing engineering, producability, material characterization, structural analysis, reliability engineering, systems engineering, software development, software life cycle support, avionics development, mission system integration, vertical flight aerodynamics, tilt-rotor mechanical statics and dynamics, turboshaft engine thermodynamics, configuration management, specification development, environmental impact analysis, weapon system performance, data protection planning, or flight instrumentation.

Allowable Substitution: A postgraduate degree in engineering or related discipline will be considered equivalent to two (2) years of general experience.

Logistics Technician

Functions: Applies logistics knowledge and experience to perform a variety of logistics functions that are broad in nature and include warehousing, packaging, shipping, maintaining, repairing support equipment and spares, UAS weapons systems and detachments, operating facilities, and naval training plans. Tasks may include: collect and analyze logistics data, technical publications, coordinate logistics and deployment plans, log, track, and monitor repair action items, inventory of pack-up kits, development of Naval Aviation Maintenance Plan program requirements, facilitate procurement and/or loan agreements of support equipment, conduct records correction and reconciliation within the NALCOMIS and supply systems, gather, update, and maintain training requirements and plans, develop documents and track equipment received or shipped for Fleet deployment, HQ course development and training for Fleet Training, track and itemize hazmat required for ISR Detachment.

Education: A Bachelors degree from an accredited college or university is required;

Experience: A minimum of eight (8) years of logistics experience encompassing Fleet operations of Navy tactical, reconnaissance, or airborne weapons systems and their supporting elements. Demonstrated experience in the following areas is required: configuration management, life cycle analysis, acquisition, reliability, availability, maintainability, Naval supply system, materials management, Naval training, and technical publications.

Allowable Substitution: Eight (8) additional years of the above experience can substitute for a Bachelors degree; or An Associate's degree plus four (4) additional years of above experience can substitute for a Bachelors degree.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 47 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Junior Administrative Assistant

Functions: Carries out recurring office procedures independently. Selects the guideline or reference, which fits the specific case. Government supervisor provides specific instructions on new assignments and checks completed work for accuracy. Performs varied duties: responds to routine telephone requests, which have standard answers; refers calls and visitors to appropriate staff. Controls mail and assures timely staff response; sends form letters; arranges for meeting rooms; reviews materials prepared for Government supervisor's approval for typographical accuracy and proper format; maintains recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans; requisitions supplies, printing maintenance, or other services. Types, establishes and maintains office files.

Education: High school diploma or General Equivalency Diploma;

Experience: Six (6) months of experience performing the above functions. Applied knowledge of Microsoft Office software. Demonstrated oral and written skills.

Mid Level Administrative Assistant

Functions: Uses greater judgment and initiative to determine the approach or action to take in non-routine situations. Interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Based on Program Office operating procedures, composes correspondence on own initiative about administrative matters and general office policies for the Operations Officer's approval; prepares materials for conferences, correspondence, meetings, etc; reads regulations and directives and takes action or refers those actions that are important to the staff, prepares special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions; advises clerical personnel in other offices on new procedures; requests information needed from other offices for periodic or special conferences, reports, inquiries, etc. Shifts clerical and administrative staff to accommodate workload needs. Executes check-in/check-out procedures, maintains distribution lists. Performs conference room calendar management. Act as the Event Coordinator for the program to include but not limited to special events, hail and farewells, meeting coordination, Visit request liaison. Update and maintain IPT and Program Organization Charts. Interface with SharePoint Manager to ensure staff is up to date on SharePoint changes and upgrades. Works with SharePoint Manager to ensure new accounts are up and functioning for the program office.

Education: High School Diploma or General Equivalency Diploma;

Experience: Two (2) years of experience performing the above functions. Applied knowledge of Microsoft Office software. Demonstrated oral and written skills.

Senior Administrative Assistant

Functions: Uses greater judgment and initiative in handling a wider variety of situations and conflicts involving the clerical or administrative functions of the program office. The Operation's Officer sets the overall objectives of the work. Participates in developing work deadlines. Composes correspondence requiring some understanding of technical matters; arranges for staff implementation on own initiative; arranges for staff members to represent organization at conferences and meetings; reads outgoing correspondence for approval and alerts writer to any conflict with the file or departure from policies; advises on the resolution of problems; summarizes the content of incoming materials, special gathering of information, or meetings, coordinates the new information with background office sources; draws attention to important parts or conflicts; ensures that requests for action or information are relayed to the appropriate staff member; interprets requests and helps implement action; makes sure that information is furnished in a timely manner. Coordinates front office schedules, Oversee Joint Travel Regulations processes within the Program Office. Interface with SharePoint Manager to ensure staff is up to date on SharePoint changes and upgrades. Works with SharePoint Manager to ensure new accounts are up and functioning for the program office.

Education: High School Diploma or General Equivalency Diploma. An Associate's degree from an accredited college or university is desired;

Experience: Five (5) years of experience performing the above functions. Proven ability to organize and manage through the delegation of appropriate responsibilities and commensurate authority to key subordinates. Adjusting work operations to meet emergency or changing requirements. Ability to establish administrative objectives or

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 48 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

performance goals and assess progress.

Applied knowledge of Microsoft Office software.

Demonstrated oral and written skills.

Consultant

Functions: Provides expert advice and recommendations in particular program areas such as strategic business management of DoD major weapon systems, and/or specialties related to information technology, engineering, acquisition, hardware/software engineering.

Education: BS or BA degree in a Business, Management or specialized technical discipline.

Experience: At least ten (10) years of management or analytical experience in specialized technical area.

Consultant, Senior

Functions: Serves as the senior technical advisor for strategies dealing with the long range needs of the Navy. Duties and responsibilities include developing and applying advanced methods, theories, and research techniques in the investigation and solution of complex business problems or issues. In addition, develop economic and business case analysis and other financial models, prepare white papers, justifications, alternatives and recommendations, and participate and support efforts associated with developing a Strategic Plan, Operating Plan and other corporate initiatives.

Education: MS or MA degree in a Business, Management, or "Relevant Technical Discipline".

Experience: At least twenty (20) years of strategic business management experience in DoD major weapon systems. Experience must include corporate strategic planning, organization governance structures, guiding significant organizational and management change. At least five (5) years of the business experience must be at the executive level and at least seven (3) years must be recent DoN experience.

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

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

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 49 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: [NAVAIR Contractor Forms](#).

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

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

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

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

The Contractor's Technical Proposal Number [N00024-12-R-3169], dated [3 June 2013], 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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 50 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

SECTION D PACKAGING AND MARKING

Items 4001–4004, 4010, 4020, 4030, 7101– 7104, 7110, 7120–7122, 7130, 7201–7204, 7210, 7220–7222, 7230, 7301– 7304, 7310, 7320– 7322, 7330, 7401– 7404, 7410, 7420– 7422, and 7430 - Packing and marking are not applicable to these items.

Items 6001– 6004, 6010– 6011, 6020, 6031– 6031, 9101– 9104, 9110–9111, 9120–9122, 9130–9131, 9201–9204, 9210–9211, 9220–9222, 9230–9231, 9301–9304, 9310–9311, 9320–9322, 9330– 9331, 9401– 9404, 9410–9411, 9420– 9422, and 9430–9431 - Packaging and marking shall be in accordance with best commercial practices.

Items 4040, 7140, 7240, 7340 and 7440- The date to be furnished hereunder shall be in accordance with the clauses below and Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

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

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: Jeanette Witkowski, (COR)
(Name of Individual Sponsor)
PMA-266 & PMA-262
(Name of Requiring Activity)
Patuxent River, MD
(City and State)

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 51 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Items 4001–4004, 4010, 4020, 4030, 6001– 6004, 6010–6011, 6020, 6030–6031, 7101–7104, 7110, 7120–7122, 7130, 7201–7204, 7210, 7220–7222, 7230, 7301–7304, 7310, 7320–7322, 7330, 7401–7404, 7410, 7420–7422, 7430, 9101–9104, 9110–9111, 9120–9122, 9130–9131, 9201–9204, 9210–9211, 9220–9222, 9230–9231, 9301–9304, 9310–9311, 9320–9322, 9330–9331, 9401–9404, 9410–9411, 9420–9422, and 9430–9431– Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor’s performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with section J, Attachment J5, Quality Assurance Surveillance Plan (QASP).

Items 4040, 7140, 7240, 7340, 7440 –Inspection and acceptance shall be in accordance with the Exhibit (A) DD Form 1423CDRLs. 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.

11RA INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4020	Destination	Government	Destination	Government
4030	Destination	Government	Destination	Government
4040	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
6004	Destination	Government	Destination	Government
6010	Destination	Government	Destination	Government
6011	Destination	Government	Destination	Government
6020	Destination	Government	Destination	Government
6030	Destination	Government	Destination	Government
6031	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7102	Destination	Government	Destination	Government
7103	Destination	Government	Destination	Government
7104	Destination	Government	Destination	Government
7110	Destination	Government	Destination	Government
7120	Destination	Government	Destination	Government
7121	Destination	Government	Destination	Government
7122	Destination	Government	Destination	Government
7130	Destination	Government	Destination	Government
7140	Destination	Government	Destination	Government
7201	Destination	Government	Destination	Government
7202	Destination	Government	Destination	Government
7203	Destination	Government	Destination	Government
7204	Destination	Government	Destination	Government
7210	Destination	Government	Destination	Government
7221	Destination	Government	Destination	Government
7222	Destination	Government	Destination	Government

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 53 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

9404	Destination	Government	Destination	Government
9410	Destination	Government	Destination	Government
9411	Destination	Government	Destination	Government
9420	Destination	Government	Destination	Government
9421	Destination	Government	Destination	Government
9422	Destination	Government	Destination	Government
9430	Destination	Government	Destination	Government
9431	Destination	Government	Destination	Government

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by [Contracting Officer's Representative (COR)].

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

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

* PCO refers to Task Order PCO *

5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)

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

(b) Name: [Jeanette Witkowski]

Activity: [PMA-266]

Address: [22707 Cedar Point Road, Bldg. 3261, Patuxent River MD 20670]

Phone: [301-757-5860]

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 54 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 55 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4001	9/30/2013 - 9/29/2014
4002	9/30/2013 - 9/29/2014
4003	9/30/2013 - 9/29/2014
4004	9/30/2013 - 9/29/2014
4010	9/30/2013 - 9/29/2014
4020	9/30/2013 - 9/29/2014
4030	9/30/2013 - 9/29/2014
4040	9/30/2013 - 9/29/2014
6001	9/30/2013 - 9/29/2014
6002	9/30/2013 - 9/29/2014
6003	9/30/2013 - 9/29/2014
6004	9/30/2013 - 9/29/2014
6010	9/30/2013 - 9/29/2014
6011	9/30/2013 - 9/29/2014
6020	9/30/2013 - 9/29/2014
6030	9/30/2013 - 9/29/2014
6031	9/30/2013 - 9/29/2014
7101	9/30/2014 - 9/29/2015
7102	9/30/2014 - 9/29/2015
7103	9/30/2014 - 9/29/2015
7104	9/30/2014 - 9/29/2015
7110	9/30/2014 - 9/29/2015
7120	9/30/2014 - 9/29/2015
7121	9/30/2014 - 9/29/2015
7122	9/30/2014 - 9/29/2015
7123	9/30/2014 - 9/29/2015
7130	9/30/2014 - 9/29/2015
7140	9/30/2014 - 9/29/2015
7201	9/30/2015 - 9/29/2016
7202	9/30/2015 - 9/29/2016
7203	9/30/2015 - 9/29/2016
7204	9/30/2015 - 9/29/2016
7210	9/30/2015 - 9/29/2016
7220	9/30/2015 - 9/29/2016
7221	9/30/2015 - 9/29/2016
7222	9/30/2015 - 9/29/2016
7223	9/30/2015 - 9/29/2016
7230	9/30/2015 - 9/29/2016
7240	9/30/2015 - 9/29/2016
9101	9/30/2014 - 9/29/2015
9102	9/30/2014 - 9/29/2015

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 56 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

9103	9/30/2014 - 9/29/2015
9104	9/30/2014 - 9/29/2015
9110	9/30/2014 - 9/29/2015
9111	9/30/2014 - 9/29/2015
9120	9/30/2014 - 9/29/2015
9121	9/30/2014 - 9/29/2015
9122	9/30/2014 - 9/29/2015
9123	9/30/2014 - 9/29/2015
9130	9/30/2014 - 9/29/2015
9131	9/30/2014 - 9/29/2015
9201	9/30/2015 - 9/29/2016
9202	9/30/2015 - 9/29/2016
9203	9/30/2015 - 9/29/2016
9204	9/30/2015 - 9/29/2016
9210	9/30/2015 - 9/29/2016
9211	9/30/2015 - 9/29/2016
9220	9/30/2015 - 9/29/2016
9221	9/30/2015 - 9/29/2016
9222	9/30/2015 - 9/29/2016
9223	9/30/2015 - 9/29/2016
9230	9/30/2015 - 9/29/2016
9231	9/30/2015 - 9/29/2016

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following CLINs are shown below:

Base Period: 4001-4004, 4010, 4020, 4030, 4040, 6001-6004, 6010-6011, 6020, 6030-6031 - 30 Sept 2013 - 29 Sept 2014

Option I: 7101-7104, 7110, 7120-7122, 7130, 7140, 9101-9104, 9110-9111, 9120-9122, 9130-9131 - 30 Sept 2014 - 29 Sept 2015

Option II: 7201-7204, 7210, 7220-7222, 7230, 7240, 9201-9204, 9210-9211, 9220-9222, 9230-9231 - 30 Sept 2015 - 29 Sept 2016

Option III: 7301-7304, 7310, 7320-7322, 7330, 7340, 9301-9304, 9310-9311, 9320-9322, 9330-9331 - 30 Sept 2016 - 29 Sept 2017

Option IV: 7401-7404, 7410, 7420-7422, 7430, 7440, 9401-9404, 9410-9411, 9420-9422, 9430, 9431 - 30 Sept 2017 - 29 Sept 2018

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [A], attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 57 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

- (1) PCO, Naval Air Systems Command (AIR 2.5.1.10)
21983 Bundy Road, Bldg 441
Patuxent River, MD 20670-1547

Program Office: PMA-262 & 266
Naval Air Systems Command
Building 3261, Room 1
Patuxent River, MD 20670

- (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:

Program Office: PMA-262 & 266
Naval Air Systems Command
Building 3261, Room 1
Patuxent River, MD 20670

Note: For the purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO".

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

The services to be performed herein shall be primarily performed at:

Naval Air Systems Command, Patuxent River, MD; Philadelphia, PA; Jacksonville, FL; San Diego, CA; Charlottesville, VA; Manassas, VA; and Norfolk, VA, or at the contractor's facilities within 30 miles.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 58 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

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

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

- (a) For purposes of this contract, “fee” means “target fee” in cost-plus-incentive-fee type contracts, “base fee” in cost-plus-award-fee type contracts, or “fixed fee” in “cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payment to the Contractor, subject to and in accordance with the clause in this contract entitled “FIXED FEE” (FAR 52.216-8) or “INCENTIVE FEE” (FAR 52.216-10), as applicable. Such payments shall be equal to **See Attachment J4 for fee amounts for each CLIN** of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled “ALLOWABLE COST AND PAYMENT” (FAR 52.216-7) subject to the withholding terms and conditions of the “FIXED FEE” or “INCENTIVE FEE” clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) The fee(s) specified in Section B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirements entitled “LEVEL OF EFFORT.” If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the “LEVEL OF EFFORT” special contract requirements, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 59 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s): Cost Voucher

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer:

NAVAIR PMA-262 and PMA-266
Patuxent River, MD 20670, DODAAC: N00019

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00421
Admin DoDAAC	S2101A
Inspect By DoDAAC	N00019
Ship To Code	N00019
Ship From Code	N/A
Mark For Code	N00019
Service Approver (DoDAAC)	N00019
Service Acceptor (DoDAAC)	N00019
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA819
Other DoDAAC(s)	N/A

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

COR: Jeanette Witkowski, jeanette.witkowski@navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.: N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 60 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (COR):

COR 1: Ms. Jeanette Witkowski, Navy and Marine Corps Multi-Mission Tactical Unmanned Air Systems Program Office (PMA-266), 22707 Cedar Point Road, Bldg. 3261, Floor 1, Patuxent River, MD 20670, Code 7.8, (301) 757-5860 to perform the following functions, duties, and/or responsibilities:

1. Conduct surveillance of contractor performance in accordance with the task order Quality Assurance Surveillance Plan (QASP).
2. Review and monitor contractor reports, i.e. progress deliverables.
3. Review contractor invoices in Wide Area Workflow (WAWF) to ensure proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.
4. Communicate with the PCO regarding task order performance.

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representatives (ACOR):

ACOR 1: Cheryl Speer, MQ-4C Triton Program Office (PMA-262), 47561 Ranch Road, Bldg. 4023, Patuxent River, MD 20670, Code 1.3.4.9.0, (301)995-1924 to perform the functions, duties, and/or responsibilities outlined below in the absence of Ms. Jeanette Witkowski.

ACOR 1 Functions, Duties, and/or Responsibilities:

1. Conduct surveillance of contractor performance in accordance with the task order Quality Assurance Surveillance Plan (QASP).
2. Review and monitor contractor reports, i.e. progress deliverables.
3. Review contractor invoices in Wide Area Workflow (WAWF) to ensure proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.
4. Communicate with the PCO regarding task order performance.

(c) The effective period of the COR designation is 30 September 2013 to 29 September 2018.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 61 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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 [REDACTED] hours per month. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the 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 "mainoffice" 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 62 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.*

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

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

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:

* SEE ATTACHMENT J4 TASK ORDER CEILING SPREADSHEET

(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 "LIMITATIONS 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 ATTACHMENT J4 TASK ORDER CEILING SPREADSHEET

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.

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

(a) Contract Administration Office.

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

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: as delineated by Procuring Contracting Officer (PCO) correspondence.

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 63 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Accounting Data

SLINID	PR Number	Amount
400301	1300382461	110000.00
LLA :		
AA 1731804 4D4D 251 00019 0 050120 2D 000000 A00001955176		
CIN 130038246100001: \$110,000.00		
400302	1300381076	2226964.00
LLA :		
AC 1731804 4D4D 251 00019 0 050120 2D 000000 A00001942631		
CIN 130038107600001: \$2,226,964.00		
400303	1300381695	1300000.00
LLA :		
AB 1731804 4D4D 251 00019 0 050120 2D 000000 A00001945940		
CIN 130038169500001: \$1,300,000.00		
600301	1300381076	20000.00
LLA :		
AC 1731804 4D4D 251 00019 0 050120 2D 000000 A00001942631		
CIN 130038107600001: \$20,000.00		
601101	1300381076	53036.00
LLA :		
AC 1731804 4D4D 251 00019 0 050120 2D 000000 A00001942631		
CIN 130038107600001: \$53,036.00		
BASE Funding 3710000.00		
Cumulative Funding 3710000.00		
MOD 01		
402001	1300379790	1396422.00
LLA :		
AD 1731319 J7A2 251 00019 0 050120 2D 000000 A00001926658		
CIN 130037979000001:\$1,452,322.00		
602001	1300379790	18000.00
LLA :		
AD 1731319 J7A2 251 00019 0 050120 2D 000000 A00001926658		
CIN 130037979000001: \$18000		
603101	1300379790	38000.00
LLA :		
AD 1731319 J7A2 251 00019 0 050120 2D 000000 A00001926658		
CIN 130037979000001: \$38000		
MOD 01 Funding 1452422.00		
Cumulative Funding 5162422.00		
MOD 02 Funding 0.00		
Cumulative Funding 5162422.00		
MOD 03		
402002	1300392855	1331111.08
LLA :		
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313		
CIN 130039285500001: 1331111.08		
602002	1300392855	114159.97
LLA :		
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313		
CIN 130039285500001: 114159.97		
603102	1300392855	54728.95
LLA :		
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313		

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 64 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

CIN 130039285500001: 54728.95

MOD 03 Funding 1500000.00
Cumulative Funding 6662422.00

MOD 04 Funding 0.00
Cumulative Funding 6662422.00

MOD 05

400304 1300397589-0001 429652.00
LLA :
AF 1741804 4D4D 251 00019 0 050120 2D 000000 A00002077605
CIN 130039758900001: \$429,652.00

600302 1300397589-0001 43600.00
LLA :
AF 1741804 4D4D 251 00019 0 050120 2D 000000 A00002077605
CIN 130039758900002: \$43,600.00

MOD 05 Funding 473252.00
Cumulative Funding 7135674.00

MOD 06

402003 1300392855-0001 1000000.00
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500002: \$1,000,000.00

MOD 06 Funding 1000000.00
Cumulative Funding 8135674.00

MOD 07

400201 1300439974 601531.69
LLA :
AG 1741506 J4UV 251 00019 0 050120 2D 000000 A00002395046
CIN 130043997400001: \$601,531.69

402004 1300392855-0002 316651.42
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500003: \$316,651.42

402005 1300392855-0002 20623.34
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500001: \$20,623.34

402006 1300392855-0002 40922.38
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500001: \$40,922.38

600201 1300439974 9270.00
LLA :
AG 1741506 J4UV 251 00019 0 050120 2D 000000 A00002395046
CIN 130043997400002: \$9,270.00

602002 1300392855 (20623.34)
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500001: 114159.97

603102 1300392855 (40922.38)
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500001: 54728.95

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 65 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

MOD 07 Funding 927453.11
Cumulative Funding 9063127.11

MOD 08

710101 1300451357 205000.00
LLA :
AL 1741319 J7A3 251 00019 0 050120 2D 000000 A00002473598
CIN 130045135700001: \$205,000.00

710201 1300452560 1509852.00
LLA :
AK 1741506 J4UV 251 00019 0 050120 2D 000000 A00002486460
CIN 130045256000001: \$1,509,852.00

710301 1300451860 26996.00
LLA :
AH 1741804 4D4D 251 00019 0 050120 2D 000000 A00002479931
CIN 130045186000001: \$26,996.00

710302 1300451991 1959600.53
LLA :
AJ 1741804 4D4D 251 00019 0 050120 2D 000000 A00002479934
CIN 130045199100001: \$1,959,600.53

712001 1300392855-0003 620000.00
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500004: \$620,000.00

910101 1300451357 20000.00
LLA :
AL 1741319 J7A3 251 00019 0 050120 2D 000000 A00002473598
CIN 130045135700002: \$20,000.00

910201 1300452560 15000.00
LLA :
AK 1741506 J4UV 251 00019 0 050120 2D 000000 A00002486460
CIN 130045256000002: \$15,000.00

910301 1300451991 41448.47
LLA :
AJ 1741804 4D4D 251 00019 0 050120 2D 000000 A00002479934
CIN 130045199100001: \$41,448.47

911101 1300451991 60000.00
LLA :
AJ 1741804 4D4D 251 00019 0 050120 2D 000000 A00002479934
CIN 130045199100001: \$60,000.00

912001 1300392855-0003 40000.00
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500004: \$40,000.00

913101 1300392855-0003 40000.00
LLA :
AE 1741319 J7A2 251 00019 0 050120 2D 000000 A00002045313
CIN 130039285500004: \$40,000.00

MOD 08 Funding 4537897.00
Cumulative Funding 13601024.11

MOD 09

712002 1300458655 1615865.83
LLA :
AM 1751319 J7A2 251 00019 0 050120 2D 000000 A00002553093
CIN 130045865500001: \$1,615,865.83

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4201	M802	20	66 of 113	

712201 1300462167 128666.15
 LLA :
 AN 1751804 4D4D 251 00019 0 050120 2D 000000 A00002593078
 CIN 130046216700001: \$128,666.15

912002 1300458655 37732.94
 LLA :
 AM 1751319 J7A2 251 00019 0 050120 2D 000000 A00002553093
 CIN 130045865500001: \$37,732.94

912201 1300462167 13666.85
 LLA :
 AN 1751804 4D4D 251 00019 0 050120 2D 000000 A00002593078
 CIN 130046216700001: \$13,666.85

MOD 09 Funding 1795931.77
 Cumulative Funding 15396955.88

MOD 10

710401 1300463851 225000.00
 LLA :
 AP 9711X8242 PRQ4 251 00019 0 050120 2D 000000 A00002608382
 CIN 130046385100001: \$225,000.00

712301 1300460450 21250.00
 LLA :
 AQ 9711X8242 2884 000 74842 0 065916 2D PAT044 426860010GTJ
 CIN 130046045000001: \$21,250.00

910401 1300463851 10500.00
 LLA :
 AP 9711X8242 PRQ4 251 00019 0 050120 2D 000000 A00002608382
 CIN 130046385100003: \$10,500.00

911102 1300463851 4000.00
 LLA :
 AP 9711X8242 PRQ4 251 00019 0 050120 2D 000000 A00002608382
 CIN 130046385100002: \$4,000.00

912301 1300460450 2000.00
 LLA :
 AQ 9711X8242 2884 000 74842 0 065916 2D PAT044 426860010GTJ
 CIN 130046045000001: \$2,000.00

MOD 10 Funding 262750.00
 Cumulative Funding 15659705.88

MOD 11

710102 1300484744 414357.12
 LLA :
 AR 1751319 J7A3 251 00019 0 050120 2D 000000 A00002774275
 CIN 130048474400001: \$414,357.12

710103 1300485002 153465.60
 LLA :
 AS 1751319 J7MF 251 00019 0 050120 2D 000000 A00002775991
 CIN 130048500200001: \$153,465.60

710202 1300485540 529456.32
 LLA :
 AT 1751506 J4UV 251 00019 0 050120 2D 000000 A00002780788
 CIN 130048554000001: \$529,456.32

712003 1300458655-0002 1947932.58
 LLA :
 AM 1751319 J7A2 251 00019 0 050120 2D 000000 A00002553093
 CIN 130045865500003: \$1,947,932.58

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4201	M802	20	67 of 113	

912003 1300458655-0002 52067.42
 LLA :
 AM 1751319 J7A2 251 00019 0 050120 2D 000000 A00002553093
 CIN 130045865500003: \$52,067.42

MOD 11 Funding 3097279.04
 Cumulative Funding 18756984.92

MOD 12

912004 1300458655-0003 26000.00
 LLA :
 AM 1751319 J7A2 251 00019 0 050120 2D 000000 A00002553093
 CIN 130045865500004: \$26,000.00

MOD 12 Funding 26000.00
 Cumulative Funding 18782984.92

MOD 13

912201 1300462167 (13666.85)
 LLA :
 AN 1751804 4D4D 251 00019 0 050120 2D 000000 A00002593078
 CIN 130046216700001: \$13,666.85

912301 1300460450 (2000.00)
 LLA :
 AQ 9711X8242 2884 000 74842 0 065916 2D PAT044 426860010GTJ
 CIN 130046045000001: \$2,000.00

MOD 13 Funding -15666.85
 Cumulative Funding 18767318.07

MOD 14

710303 1300515484 188580.00
 LLA :
 AU 1751804 4D4D 251 00019 0 050120 2D 000000 A00002987684
 CIN 130051548400001: \$188,580.00

710304 1300515160 161420.00
 LLA :
 AV 1751804 4D4D 251 00019 0 050120 2D 000000 A00002985371
 CIN 130051516000001: \$161,420.00

712302 1300510286 45000.00
 LLA :
 AW 9711X8242 2801 000 74012 0 065916 2D PGY044 510080010GPT
 CIN 130051028600001: \$45,000.00

910102 1300484744-0001 12000.00
 LLA :
 AR 1751319 J7A3 251 00019 0 050120 2D 000000 A00002774275
 CIN 130048474400002: \$12,000.00

910202 1300485540-0001 2000.00
 LLA :
 AX 1751506 J4UV 251 00019 0 050120 2D 000000 A10002780788
 CIN 130048554000002: \$2,000.00

910302 1300515484 18858.00
 LLA :
 AU 1751804 4D4D 251 00019 0 050120 2D 000000 A00002987684
 CIN 130051548400001: \$18,858.00

910303 1300515160 16142.00
 LLA :
 AV 1751804 4D4D 251 00019 0 050120 2D 000000 A00002985371

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4201	M802	20	68 of 113	

CIN 130051516000001: \$16,142.00

912005 1300458655-0005 18848.31

LLA :
AM 1751319 J7A2 251 00019 0 050120 2D 000000 A00002553093
CIN 130045865500006: \$18,848.31

912006 1300458655-0005 15766.82

LLA :
AM 1751319 J7A2 251 00019 0 050120 2D 000000 A00002553093
CIN 130045865500006: \$15,766.82

MOD 14 Funding 478615.13
Cumulative Funding 19245933.20

MOD 15

720101 1300527516 631465.60

LLA :
BB 1751319 J7A3 251 00019 0 050120 2D 000000 A00003073667
CIN 130052751600001: \$631,465.60

720201 1300527210 953478.08

LLA :
AY 1751506 J4UV 251 00019 0 050120 2D 000000 A00003070901
CIN 130052721000001: \$953,478.08

720301 1300527364 1772811.79

LLA :
AZ 1751804 4D4D 251 00019 0 050120 2D 000000 A00003071772
CIN 130052736400001: \$1,772,811.79

720302 1300527365 35999.96

LLA :
BA 1751804 4D4D 251 00019 0 050120 2D 000000 A00003071774
130052736500001: \$35,999.96

720303 1300528414 184731.00

LLA :
BC 1751804 4D4D 251 00019 0 050120 2D 000000 A00003080880
CIN 130052841400001: \$184,731.00

722001 1300523932 536000.00

LLA :
BD 1751319 J7A2 251 00019 0 050120 2D 000000 A00003043145
CIN 130052393200001: \$536,000.00

722301 1300518481 42000.00

LLA :
BE 97-11X8242 2884 000 74842 0 065916 2D PAT044 426860030GTJ
CIN 130051848100001: \$42,000.00

722302 1300518484 42000.00

LLA :
BF 97-11X8242 2801 000 74012 0 065916 2D PGY044 510080020GPT
CIN 130051848400001: \$42,000.00

920101 1300527516 10000.00

LLA :
BB 1751319 J7A3 251 00019 0 050120 2D 000000 A00003073667
CIN 130052751600001: \$10,000.00

920201 1300527210 10000.00

LLA :
AY 1751506 J4UV 251 00019 0 050120 2D 000000 A00003070901
130052721000001: \$10,000.00

920301 1300527364 72360.00

LLA :
AZ 1751804 4D4D 251 00019 0 050120 2D 000000 A00003071772
CIN 130052736400001: \$72,360.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4201	M802	20	69 of 113	

920302 1300528414 10000.00
 LLA :
 BC 1751804 4D4D 251 00019 0 050120 2D 000000 A00003080880
 CIN 130052841400001: \$10,000.00

921101 1300527364 20000.00
 LLA :
 AZ 1751804 4D4D 251 00019 0 050120 2D 000000 A00003071772
 CIN 130052736400001: \$20,000.00

922001 1300523932-0001 32000.00
 LLA :
 BD 1751319 J7A2 251 00019 0 050120 2D 000000 A00003043145
 CIN 130052393200001: \$32,000.00

923101 1300523932-0001 10000.00
 LLA :
 BD 1751319 J7A2 251 00019 0 050120 2D 000000 A00003043145
 CIN 130052393200001: \$10,000.00

MOD 15 Funding 4362846.43
 Cumulative Funding 23608779.63

MOD 16

712003 1300458655-0006 (388525.00)
 LLA :
 AM 1751319 J7A2 251 00019 0 050120 2D 000000 A00002553093
 CIN 130045865500003: \$1,559,407.58

MOD 16 Funding -388525.00
 Cumulative Funding 23220254.63

MOD 17

722002 1300535241 1204232.83
 LLA :
 BG 1761319 J7A2 251 00019 0 050120 2D 000000 A00003153852
 CIN 130053524100001: \$45,767.17

722201 1300535210 75000.00
 LLA :
 BH 1761804 4D4D 251 00019 0 050120 2D 000000 A00003153897
 CIN 130053521000001: \$75,000.00

922002 1300535241 45767.17
 LLA :
 BG 1761319 J7A2 251 00019 0 050120 2D 000000 A00003153852
 CIN 130053524100001: \$45,767.17

MOD 17 Funding 1325000.00
 Cumulative Funding 24545254.63

MOD 18 Funding 0.00
 Cumulative Funding 24545254.63

MOD 19

722303 1300545376 64000.00
 LLA :
 BJ 97-11X8242 PRR4 251 00019 0 050120 2D 000000 A00003241047
 CIN 130054537600001: \$64,000.00

MOD 19 Funding 64000.00
 Cumulative Funding 24609254.63

MOD 20

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 70 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

720102 1300557320 165977.28
 LLA :
 BL 1761319 J7A3 251 00019 0 050120 2D 000000 A00003334224
 CIN 130055732000001: \$165,977.28

720103 1300557473 158073.60
 LLA :
 BM 1761319 J7MF 251 00019 0 050120 2D 000000 A00003335326
 CIN 130055747300001: \$158,073.60

720202 1300557534 1146033.60
 LLA :
 BN 1761506 J4UV 251 00019 0 050120 2D 000000 A00003335539
 CIN 130055753400001: \$1,146,033.60

722003 1300555566 1369051.05
 LLA :
 BK 1761319 J7RQ 251 00019 0 050120 2D 000000 A00003321418
 CIN 130055556600001: \$1,369,051.05

722202 1300535210-0001 152000.00
 LLA :
 BH 1761804 4D4D 251 00019 0 050120 2D 000000 A00003153897
 CIN 130053521000002: \$152,000.00

920202 1300557534 6886.81
 LLA :
 BP 1761506 J4UV 251 00019 0 050120 2D 000000 A10003335539
 CIN 130055753400002: \$6,886.81

922003 1300555566 130948.95
 LLA :
 BK 1761319 J7RQ 251 00019 0 050120 2D 000000 A00003321418
 CIN 130055556600001: \$130,948.95

MOD 20 Funding 3128971.29
 Cumulative Funding 27738225.92

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 71 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed **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 same hourly rates or Department of Labor hourly rates established for the current term.

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

H-22 BURDENED LABOR RATE

The contractor's fully burdened labor rates for the base year and for each option year, as proposed in Attachment P-7 Fully Burdened Labor Rates, shall be incorporated by reference into this task order.

(a) The executed fully burdened labor rate per hour shall not exceed the proposed fully burdened hourly rate, during the performance of this task order, unless authorized in writing by the Contracting Officer.

(b) Furthermore, unless otherwise authorized in writing by the Contracting Officer, the fully burdened labor rates authorized under this task order shall not exceed the established fully burdened functional labor rates as defined herein. The established fully burdened annualized and/or hourly labor rate identified below (otherwise referred to as tripwires) are identified by functional labor areas and are applicable to this task order*.

Functional Labor Area	Solicitation Labor Category	Fully Burdened Annualized Labor Rate Tripwire (\$/WY)	Fully Burdened Labor Rate Per Hour Tripwire (\$/HR)
Program Management	Program Analyst	\$250K	\$130.00
	Acquisition Analyst		
	Program Manager		

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 72 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

	Project Manager		
Engineering	Engineer	\$250K	\$130.00
Logistics	Logistics Technician	\$192K	\$100.00
Business	Financial Analyst	\$192K	\$100.00
Administrative	Administrative Analyst	\$96K	\$50.00

**A "Fully Burdened Annualized Labor Rate" is calculated by taking the fully burdened labor rate per hour (inclusive of fee), and multiplying that figure by 1,920 hours. The fully burdened labor cost for any proposed subcontractor labor will be calculated in a similar manner and will also be inclusive of all pass-through costs being applied by the prime.*

**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 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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 73 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

- (2) “Nondevelopmental items” as defined in FAR 2.101.
- (3) “Systems Engineering” (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) “Technical direction” (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) “Advisory and Assistance Services” (AAS) as defined in FAR 2.101.
- (6) “Consultant services” as defined in FAR 31.205-33(a).
- (7) “Contractor”, for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) “Affiliates,” means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) “Interest” means organizational or financial interest.
- (10) “Weapons system supplier” means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.
- (e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 3 years after the date of completion of the contract. (FAR 9.505-1(a))

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

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(b)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 74 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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))

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

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

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

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

(2) a description of the work to be performed;

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 75 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

- (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 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.

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 76 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

(2) The COR will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor 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 reimbursed at the per diem identified 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 77 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

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

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

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

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

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

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

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (MAY 2012)

(a) This contract requires the use of Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel. Such DoN IT resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC), Contract #N00039-10-D-0010, clause H-3 "Ordering".

(b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the Contractor for hardware and services authorized under NAVAIR Clause 5252.245-9500 that are ordered under the CoSC including applicable indirect burdens (general & administrative, etc.) but excluding profit or fee.

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 78 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

applicable NMCI/CoSC orders in accordance with Attachment [J6] in Section J.

(e) See Attachment [J6] in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.

(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment [J6] in Section J.

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 79 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

contractor to incur additional costs.

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

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

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

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

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

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

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

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

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

Maggie Hayden

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 80 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

AIR 2.5.1.10
(301) 757-7141
margaret.hayden1@navy.mil

or

Christin J. Simpson
AIR 2.5.1.10.3
(301) 342-4592
christin.simpson@navy.mil

Naval Air Warfare Center Aircraft Division
21983 Bundy Road, Building 441
Patuxent River, MD 20670

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost

(2) Government furnished property to be provided under this contract:

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter "NONE".]

Nomenclature/Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

[List Government material here. If none, then enter "NONE".]

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 81 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm-pubs.asp>. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

52.203-16 – Preventing Personal Conflicts of Interest (Dec 2011)

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 82 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 83 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 84 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

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

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.

TM

(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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 85 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 86 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

SECTION I CONTRACT CLAUSES

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

(a) Definitions. As used in this clause--

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisition.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluation contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejection contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means as individual who performs an acquisition function closely associated with inherently governmental functions and is--

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“ Non-public information” means any Government or third-party information that--

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 87 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

“ Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (a de minimis interest that would not “ impair the employee's ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure or interests that might be affected by the task to which the employee has been assigned as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 88 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business);

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use of a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 89 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(c) Mitigation or Waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

- (i) Agreement to a plan to mitigate the personal conflict of interest; or
- (ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or termination the applicable subcontract.

(d) Subcontractor flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fix-fee (CPFF) contract resulting from this solicitation.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days at the end of the contract.

(End of Clause)

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 90 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)

(a) *Definition.* “Small business concern,” as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

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

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

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

a) This clause does not apply to the unrestricted portion of a partial set-aside.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 91 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(b) *Applicability*. This clause applies only to—

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

- (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 92 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase- in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)

(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.

(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 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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 93 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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) “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, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 94 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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 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 there under, 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 95 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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 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 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 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;

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 96 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and (E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 97 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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 to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) 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.

(2) 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.

(3) 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).

(4) 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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 98 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(2) Government purpose rights markings. Data delivered or otherwise furnished to the 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 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. _____

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 99 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 100 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

(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.

(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, 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 obligations to the Government.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)

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

(1) "Commercial computer software" means software developed or regularly used for nongovernmental 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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 101 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

(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.

(6) “Covered Government support contractor” means a contractor 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--

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 102 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

(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 limitation in paragraph (a)(15)(i) 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 103 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

is a Government contractor 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; and

(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

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

(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 there under 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 computer software development 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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 104 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

(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;

(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, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(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 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 105 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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:

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 106 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Computer Software to be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting 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 transmitted 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 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:

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 107 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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 documentation 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 this software 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.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 108 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

(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 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

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 109 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE

RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--

Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation

Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business

Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer

Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a

contract under the Small Business Innovation Research Program, the Rights in Noncommercial

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 110 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Technical Data

and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including

computer software documentation, or computer software to be delivered with other than unlimited rights. For

contracts to be awarded under the Small Business Innovation Research Program, the notification and

identification requirements do not apply to technical data or computer software that will be generated under the

resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is

submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or

suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions

on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential

subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and

signed by an official authorized to contractually obligate the Offeror:

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

Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or

disclose the following technical data or computer software should be restricted:

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 111 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

*For technical data (other than computer software documentation) pertaining to items, components, or processes

developed at private expense, identify both the deliverable technical data and each such item, component, or

process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting

restrictions. For technical data, other than computer software documentation, development refers to development

of the item, component, or process to which the data pertain. The Government's rights in computer software

documentation generally may not be restricted. For computer software, development refers to the software.

Indicate whether development was accomplished exclusively or partially at private expense. If development was

not accomplished at private expense, or for computer software documentation, enter the specific basis for

asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR

data generated under another contract, limited, restricted, or government purpose rights under this or a prior

contract, or specially negotiated licenses).

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

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 112 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of

this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in

an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient

information to enable the Contracting Officer to evaluate any listed assertion.

CONTRACT NO. N00178-05-D-4201	DELIVERY ORDER NO. M802	AMENDMENT/MODIFICATION NO. 20	PAGE 113 of 113	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment_J3_NAVAIR_Processes_&_Procedures_for_Direct_Funded_Contractors_(DFCs)

Attachment J1 Organizational Conflict of Interest List

Attachment J5 Quality Assurance Surveillance Plan

Attachment_J6_Authorized_List_of_NMCI_Equipment

Final Exhibit A Contract Data Requirements List (CDRL) A001 to A006

Attachment J2 Final Contract Security Classification Specification (DD254)

Attachment J7 Incurred Cost Progress Reporting for Services

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 08

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 07

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 06

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 05

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 03

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 01

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Award

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 09

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 10

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 11

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 12

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 13

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 14

Attachment_J4_N0017805D4201M802_TaskOrderCeiling_Spreadsheet_for_Mod15

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 16

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 17

Attachment J4 Task Order Ceiling Spreadsheet as of Task Order Mod 18