

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 5

2. AMENDMENT/MODIFICATION NO.  
04

3. EFFECTIVE DATE  
01-Apr-2016

4. REQUISITION/PURCHASE REQ. NO.  
see page 2

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  
veronica.peters@navy.mil 301-995-3058

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 20653-1594

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7632-M801

10B. DATED (SEE ITEM 13)

15-Apr-2015

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).
- [X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement of Parties
- D. OTHER (Specify type of modification and authority)

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)

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

Lindsey A Boka, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/ \_\_\_\_\_  
(Signature of person authorized to sign)

27-Apr-2016

BY /s/Lindsey A Boka  
(Signature of Contracting Officer)

27-Apr-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

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## GENERAL INFORMATION

The purpose of Mod 04 is exercise Option Period I for a period of performance of 01 April 2016 to 31 March 2017. This modification also realigns ceiling from CLINs 9006, 7101, 7102, 7104, 7105 and 9101 to CLINs 9000, 7100, 7103, 9100 and incrementally funds CLINs 9000, 9003, 7100, 7101, 7102, 7103, 7104, 7105, 9100, 9101, 9102, 9103 and 9105. This modification also makes minor changes to the SOW. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

PR# 1300481069-0003, 1300524306-0002, 1300554291, 1300554621, 1300554236, 1300554578, 1300560977

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,583,426.22 by \$4,330,300.09 to \$6,913,726.31.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710001	APN	0.00	344,245.75	344,245.75
710002	APN	0.00	274,437.23	274,437.23
710003	APN	0.00	94,587.19	94,587.19
710004	APN	0.00	43,455.01	43,455.01
710005	APN	0.00	129,952.30	129,952.30
710006	APN	0.00	355,500.74	355,500.74
710007	APN	0.00	229,781.97	229,781.97
710008	APN	0.00	22,449.04	22,449.04
710009	APN	0.00	68,028.01	68,028.01
710010	APN	0.00	127,189.68	127,189.68
710101	APN	0.00	229,497.17	229,497.17
710102	APN	0.00	227,601.18	227,601.18
710103	APN	0.00	141,228.78	141,228.78
710104	APN	0.00	68,028.01	68,028.01
710105	APN	0.00	6,700.88	6,700.88
710106	APN	0.00	116,957.07	116,957.07
710107	APN	0.00	78,110.14	78,110.14
710108	APN	0.00	125,714.61	125,714.61
710109	APN	0.00	53,877.69	53,877.69
710201	RDT&E	0.00	308,005.98	308,005.98
710202	RDT&E	0.00	186,264.97	186,264.97
710203	RDT&E	0.00	35,046.64	35,046.64

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710204	RDT&E	0.00	46,728.85	46,728.85
710301	FMS	0.00	98,165.65	98,165.65
710302	FMS	0.00	224,112.15	224,112.15
710303	FMS	0.00	93,471.31	93,471.31
710304	FMS	0.00	98,721.47	98,721.47
710305	FMS	0.00	41,217.92	41,217.92
710306	FMS	0.00	101,896.18	101,896.18
710307	FMS	0.00	99,818.01	99,818.01
710308	FMS	0.00	58,958.84	58,958.84
710309	FMS	0.00	93,471.31	93,471.31
710501	FMS	0.00	74,386.82	74,386.82
900011	APN	0.00	2,207.50	2,207.50
900012	APN	0.00	2,207.50	2,207.50
900013	APN	0.00	2,207.50	2,207.50
900301	FMS	0.00	565.51	565.51
900302	FMS	0.00	532.25	532.25
900303	FMS	0.00	234.33	234.33
900304	FMS	0.00	328.91	328.91
900305	FMS	0.00	1,166.84	1,166.84
900306	FMS	0.00	561.54	561.54
900307	FMS	0.00	532.25	532.25
900308	FMS	0.00	556.79	556.79
900309	FMS	0.00	577.61	577.61
900310	FMS	0.00	2,700.00	2,700.00
910001	APN	0.00	1,420.04	1,420.04
910002	APN	0.00	1,109.35	1,109.35
910003	APN	0.00	415.81	415.81
910004	APN	0.00	180.95	180.95
910005	APN	0.00	445.94	445.94
910006	APN	0.00	1,394.57	1,394.57
910007	APN	0.00	958.46	958.46
910008	APN	0.00	96.19	96.19
910009	APN	0.00	300.64	300.64
910010	APN	0.00	557.50	557.50
910101	APN	0.00	1,460.03	1,460.03
910102	APN	0.00	1,322.91	1,322.91

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910103	APN	0.00	906.98	906.98
910104	APN	0.00	463.66	463.66
910105	APN	0.00	45.30	45.30
910106	APN	0.00	618.98	618.98
910107	APN	0.00	534.75	534.75
910108	APN	0.00	1,186.74	1,186.74
910201	RDT&E	0.00	428.60	428.60
910202	RDT&E	0.00	184.58	184.58
910301	FMS	0.00	403.90	403.90
910302	FMS	0.00	846.44	846.44
910303	FMS	0.00	386.10	386.10
910304	FMS	0.00	407.35	407.35
910305	FMS	0.00	170.00	170.00
910306	FMS	0.00	419.00	419.00
910307	FMS	0.00	410.37	410.37
910308	FMS	0.00	238.59	238.59
910309	FMS	0.00	386.10	386.10
910501	FMS	0.00	613.18	613.18

The total value of the order is hereby increased from \$2,800,805.42 by \$4,466,847.48 to \$7,267,652.90.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7100	0.00	1,689,626.92	1,689,626.92
7101	0.00	1,093,003.93	1,093,003.93
7102	0.00	576,046.44	576,046.44
7103	0.00	909,832.84	909,832.84
7104	0.00	0.00	0.00
7105	0.00	116,933.82	116,933.82
9000	9,985.38	6,622.50	16,607.88
9006	66,110.25	(6,622.50)	59,487.75
9100	0.00	6,879.45	6,879.45
9101	0.00	17,793.49	17,793.49
9102	0.00	13,397.99	13,397.99
9103	0.00	36,720.95	36,720.95
9104	0.00	2,113.11	2,113.11
9105	0.00	4,498.54	4,498.54

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

CLIN/SLIN                      From                      To

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	Base Period; Labor in support of SOW paragraph 3.1; Cost-Plus-Fixed-Fee; APN-1 (APN)	1.0	LO			\$975,252.99
700001	R408	Funding in support of CLIN 7000 APN-1 GC AV Labor (APN)					
700002	R408	Funding in support of CLIN 7000 APN-1 GC P&P Labor (APN)					
700003	R408	Funding in support of CLIN 7000 APN-1 GC SCS Labor (APN)					
700004	R408	Funding in support of CLIN 7000 APN-1 GC CNI Labor (APN)					
700005	R408	Funding in support of CLIN 7000 APN-1 GC Radar Labor (APN)					
700006	R408	Funding in support of CLIN 7000 APN-1 GC EAS Labor (APN)					
700007	R408	Funding in support of CLIN 7000 APN-1 GC WSI Labor (APN)					
700008	R408	Funding in support of CLIN 7000 APN-1 GC CORE Labor (APN)					
700009	R408	Funding in support of CLIN 7000 APN-1 GC Trainers Labor (APN)					
700010	R408	Funding in support of CLIN 7000 APN-1 GC AIS Labor (APN)					
7001	R408	Base Period; Labor in support of SOW paragraph 3.2; Cost-Plus-Fixed-Fee; APN-5 (APN)	1.0	LO			\$601,098.04
700101	R408	Funding in support of CLIN 7001 APN-5 EFG AV Labor (APN)					
700102	R408	Funding in support of CLIN 7001 APN-5 AD AV Labor (APN)					
700103	R408	Funding in support of CLIN 7001 APN-5 CNI Labor (APN)					
700104	R408	Funding in support of CLIN 7001 APN-5 Radar Labor (APN)					
700105	R408	Funding in support of CLIN 7001 APN-5 EOIR Labor (APN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700106	R408	Funding in support of CLIN 7001 APN-5 CORE Labor (APN)					
700107	R408	Funding in support of CLIN 7001 APN-5 Trainers Labor (APN)					
700108	R408	Funding in support of CLIN 7001 APN-5 AIS Labor (APN)					
7002	R408	Base Period; Labor in support of SOW paragraph 3.3; Cost-Plus-Fixed-Fee (RDT&E)	1.0	LO			\$364,719.11
700201	R408	Funding in support of CLIN 7002 RDT&E Labor (RDT&E)					
7003	R408	Base Period; Labor in support of SOW paragraph 3.4; Cost-Plus-Fixed-Fee; FMS Case Tasking (FMS Case #XX-X-XXX)	1.0	LO			\$550,638.65
700301	R408	Funding in support of Australia LEN Labor (FMS CASE AT-P-LEN) (FMS)					
700302	R408	Funding in support of Canada Labor (FMS CASE CN-P-FBT) (FMS)					
700303	R408	Funding in support of Finland GAU Labor (FMS CASE FI-P-GAU) (FMS)					
700304	R408	Funding in support of Kuwait GGW Labor (FMS CASE KU-P-GGW) (FMS)					
700305	R408	Funding in support of Malaysia GBQ Labor (FMS CASE MF-P-GBQ) (FMS)					
700306	R408	Funding in support of Spain GOH Labor (FMS CASE SP-P-GOH) (FMS)					
700307	R408	Funding in support of Switzerland GAU Labor (FMS CASE SZ-P-GAU) (FMS)					
700308	R408	Funding in support of Australia GQW Labor (FMS CASE AT-P-GQW) (FMS)					
700309	R408	Funding in support of Australia GQY Labor (FMS CASE AT-P-GQY) (FMS)					
700310	R408	Funding in support of Australia LEN Labor (FMS CASE AT-P-LEN) (FMS)					
7004	R408	Base Period; Labor in support of SOW paragraph 3.5; Cost-Plus-Fixed-Fee (O&MN,N)	1.0	LO			\$49,474.06
7005	R408	Base Period; Labor in support of SOW paragraph 3.6; Cost-Plus-Fixed-Fee; FMS Admin Tasking (FMS Case #XX-X-XXX)	1.0	LO			\$92,090.20
700501	R408	Funding in support of CLIN 7005 FMS Admin New Biz Labor (FMS)					
7010	R408	Base Period; Labor in support of SOW paragraphs 3.1-3.6; Cost-Plus-Fixed-Fee;	1.0	LO			\$263,327.30

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Increase Capacity, 10% (Fund Type - OTHER)					
		Option					

For Cost Type / NSP Items

7040		Base Period; Technical data in accordance with Exhibit A, CLINs 7000-7005 and 7010; NSP				1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R408	Option Period I; Labor in support of SOW paragraph 3.1; Cost-Plus-Fixed-Fee; APN-1 (APN)	1.0	LO			\$1,689,626.92
710001	R408	Funding in support of CLIN 7100 APN-1 GC AV Labor (APN)					
710002	R408	Funding in support of CLIN 7100 APN-1 GC P&P Labor (APN)					
710003	R408	Funding in support of CLIN 7100 APN-1 GC SCS Labor (APN)					
710004	R408	Funding in support of CLIN 7100 APN-1 GC CNI Labor (APN)					
710005	R408	Funding in support of CLIN 7100 APN-1 GC RADAR Labor (APN)					
710006	R408	Funding in support of CLIN 7100 APN-1 GC EAS Labor (APN)					
710007	R408	Funding in support of CLIN 7100 APN-1 GC WSI Labor (APN)					
710008	R408	Funding in support of CLIN 7100 APN-1 GC CORE Labor (APN)					
710009	R408	Funding in support of CLIN 7100 APN-1 GC TRAINERS Labor (APN)					
710010	R408	Funding in support of CLIN 7100 APN-1 GC AIS Labor (APN)					
7101	R408	Option Period I; Labor in support of SOW paragraph 3.2; Cost-Plus-Fixed-Fee; APN-5 (APN)	1.0	LO			\$1,093,003.93
710101	R408	Funding in support of CLIN 7101 APN-5 E/F/G OSIP 14-03 Labor (APN)					
710102	R408	Funding in support of CLIN 7101 APN-5 A-D OSIP 11-99 Labor (APN)					
710103	R408	Funding in support of CLIN 7101 APN-5 CNI OSIP 12-99 Labor (APN)					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710104	R408	Funding in support of CLIN 7101 APN-5 TRAINERS OSIP 06-02 Labor (APN)					
710105	R408	Funding in support of CLIN 7101 APN-5 AIS OSIP 18-14 Labor (APN)					
710106	R408	Funding in support of CLIN 7101 APN-5 RADAR OSIP 02-07 Labor (APN)					
710107	R408	Funding in support of CLIN 7101 APN-5 EOIR OSIP 12-01 Labor (APN)					
710108	R408	Funding in support of CLIN 7101 APN-5 CORE OSIP 23-04 Labor (APN)					
710109	R408	Funding in support of CLIN 7101 APN-5 CORE OSIP 01-10 Labor (APN)					
7102	R408	Option Period I; Labor in support of SOW paragraph 3.3; Cost-Plus-Fixed-Fee (RDT&E)	1.0	LO			\$576,046.44
710201	R408	Funding in support of CLIN 7102 RDT&E Labor (RDT&E)					
710202	R408	Funding in support of CLIN 7102 RDT&E Labor (RDT&E)					
710203	R408	Funding in support of CLIN 7102 RDT&E Labor (RDT&E)					
710204	R408	Funding in support of CLIN 7102 RDT&E Labor (RDT&E)					
7103	R408	Option Period I; Labor in support of SOW paragraph 3.4; Cost-Plus-Fixed-Fee; FMS Case Tasking (FMS Case #XX-X-XXX)	1.0	LO			\$909,832.84
710301	R408	Funding in support of Kuwait GGW Labor (FMS CASE KU-P-GGW) (FMS)					
710302	R408	Funding in support of Australia LEN Labor (FMS CASE AT-P-LEN) (FMS)					
710303	R408	Funding in support of Spain GOH Labor (FMS CASE SP-P-GOH) (FMS)					
710304	R408	Funding in support of Canada Labor (FMS CASE CN-P-FBT) (FMS)					
710305	R408	Funding in support of Australia GQW Labor (FMS CASE AT-P-GQW) (FMS)					
710306	R408	Funding in support of Malaysia GBR Labor (FMS CASE MF-P-GBR) (FMS)					
710307	R408	Funding in support of Switzerland GAU Labor (FMS CASE SZ-P-GAU) (FMS)					
710308	R408	Funding in support of Australia GQF Labor (FMS CASE AT-P-GQF) (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710309	R408	Funding in support of Finland GAU Labor (FMS CASE FI-P-GAU) (FMS)					
7104	R408	Option Period I; Labor in support of SOW paragraph 3.5; Cost-Plus-Fixed-Fee (O&MN,N)	1.0	LO			\$0.00
7105	R408	Option Period I; Labor in support of SOW paragraph 3.6; Cost-Plus- Fixed-Fee; FMS Admin Tasking (FMS Case #XX-X-XXX)	1.0	LO			\$116,933.82
710501	R408	Funding in support of CLIN 7105 FMS Admin New Biz Labor (FMS)					
7110	R408	Option Period I; Labor in support of SOW paragraphs 3.1-3.6; Cost-Plus- Fixed-Fee; Increase Capacity, 10% (Fund Type - OTHER)  Option	1.0	LO			\$438,544.40

For Cost Type / NSP Items

7140		Option Period I; Technical data in accordance with Exhibit A, CLINs 7100-7105 and 7110; NSP	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R408	Option Period II; Labor in support of SOW paragraph 3.1; Cost-Plus-Fixed-Fee; APN-1 (APN)  Option	1.0	LO			\$48,119.66
7201	R408	Option Period II; Labor in support of SOW paragraph 3.2; Cost-Plus-Fixed-Fee; APN-5 (APN)  Option	1.0	LO			\$1,621,209.11
7202	R408	Option Period II; Labor in support of SOW paragraph 3.3; Cost-Plus-Fixed-Fee (RDT&E)  Option	1.0	LO			\$918,173.28
7203	R408	Option Period II; Labor in support of SOW paragraph 3.4; Cost-Plus-Fixed-Fee; FMS Case Tasking (FMS Case #XX-X-XXX)  Option	1.0	LO			\$858,406.75
7204	R408	Option Period II; Labor in support of SOW paragraph 3.5; Cost-Plus-Fixed-Fee (O&MN,N)	1.0	LO			\$70,249.46

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7205	R408	Option Period II; Labor in support of SOW paragraph 3.6; Cost-Plus-Fixed-Fee; FMS Admin Tasking (FMS Case #XX-X-XXX)	1.0	LO			\$122,753.40
		Option					
7210	R408	Option Period II; Labor in support of SOW paragraphs 3.1-3.6; Cost-Plus-Fixed-Fee; Increase Capacity, 10% (Fund Type - OTHER)	1.0	LO			\$363,891.17
		Option					

For Cost Type / NSP Items

7240		Option Period II; Technical data in accordance with Exhibit A, CLINs 7200-7205 and 7210; NSP	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R408	Option Period III; Labor in support of SOW paragraph 3.1; Cost-Plus-Fixed-Fee; APN-1 (APN)	1.0	LO			\$47,717.71
		Option					
7301	R408	Option Period III; Labor in support of SOW paragraph 3.2; Cost-Plus-Fixed-Fee; APN-5 (APN)	1.0	LO			\$1,622,333.92
		Option					
7302	R408	Option Period III; Labor in support of SOW paragraph 3.3; Cost-Plus-Fixed-Fee (RDT&E)	1.0	LO			\$922,759.93
		Option					
7303	R408	Option Period III; Labor in support of SOW paragraph 3.4; Cost-Plus-Fixed-Fee; FMS Case Tasking (FMS Case #XX-X-XXX)	1.0	LO			\$858,302.13
		Option					
7304	R408	Option Period III; Labor in support of SOW paragraph 3.5; Cost-Plus-Fixed-Fee (O&MN,N)	1.0	LO			\$69,662.66
		Option					
7305	R408	Option Period III; Labor in support of SOW paragraph 3.6; Cost-Plus-Fixed-Fee; FMS Admin Tasking (FMS Case #XX-X-XXX)	1.0	LO			\$121,728.02
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7310	R408	Option Period III; Labor in support of SOW paragraphs 3.1-3.6; Cost-Plus-Fixed-Fee; Increase Capacity, 10% (Fund Type - OTHER)  Option	1.0	LO			\$364,250.44

For Cost Type / NSP Items

7340		Option Period III; Technical data in accordance with Exhibit A, CLINs 7300-7305 and 7310; NSP	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R408	Option Period IV; Labor in support of SOW paragraph 3.1; Cost-Plus-Fixed-Fee; APN-1 (APN)  Option	1.0	LO			\$47,549.70
7401	R408	Option Period IV; Labor in support of SOW paragraph 3.2; Cost-Plus-Fixed-Fee; APN-5 (APN)  Option	1.0	LO			\$1,628,177.93
7402	R408	Option Period IV; Labor in support of SOW paragraph 3.3; Cost-Plus-Fixed-Fee (RDT&E)  Option	1.0	LO			\$929,218.50
7403	R408	Option Period IV; Labor in support of SOW paragraph 3.4; Cost-Plus-Fixed-Fee; FMS Case Tasking (FMS Case #XX-X-XXX)  Option	1.0	LO			\$860,845.36
7404	R408	Option Period IV; Labor in support of SOW paragraph 3.5; Cost-Plus-Fixed-Fee (O&MN,N)  Option	1.0	LO			\$69,417.40
7405	R408	Option Period IV; Labor in support of SOW paragraph 3.6; Cost-Plus-Fixed-Fee; FMS Admin Tasking (FMS Case #XX-X-XXX)  Option	1.0	LO			\$121,299.44
7410	R408	Option Period IV; Labor in support of SOW paragraphs 3.1-3.6; Cost-Plus-Fixed-Fee; Increase Capacity, 10% (Fund Type - OTHER)  Option	1.0	LO			\$365,650.83

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For Cost Type / NSP Items

7440 Option Period IV; Technical data in accordance with Exhibit A, CLINs 7400-7405 and 7410; NSP 1.0 LO NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7500	R408	Option Period V; Labor in support of SOW paragraph 3.1; Cost-Plus-Fixed-Fee; APN-1 (APN) Option	1.0	LO			\$382,749.08
7501	R408	Option Period V; Labor in support of SOW paragraph 3.2; Cost-Plus-Fixed-Fee; APN-5 (APN) Option	1.0	LO			\$648,465.84
7502	R408	Option Period V; Labor in support of SOW paragraph 3.3; Cost-Plus-Fixed-Fee (RDT&E) Option	1.0	LO			\$381,664.04
7503	R408	Option Period V; Labor in support of SOW paragraph 3.4; Cost-Plus-Fixed-Fee; FMS Case (FMS Case #XX-X-XXX) Option	1.0	LO			\$379,580.49
7504	R408	Option Period V; Labor in support of SOW paragraph 3.5; Cost-Plus-Fixed-Fee (O&MN,N) Option	1.0	LO			\$35,338.61
7505	R408	Option Period V; Labor in support of SOW paragraph 3.6; Cost-Plus-Fixed-Fee; FMS Admin Tasking (FMS Case #XX-X-XXX) Option	1.0	LO			\$53,111.27
7510	R408	Option Period V; Labor in support of SOW paragraphs 3.1-3.6; Cost-Plus-Fixed-Fee; Increase Capacity, 10% (Fund Type - OTHER) Option	1.0	LO			\$188,090.93

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7540		Option Period V; Technical data in accordance with Exhibit A, CLINs 7500-7505 and 7510; NSP	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Base Period; Other Direct Costs; APN-1 (APN)	1.0	LO	\$16,607.88
900001	R408	Funding in support of CLIN 9000 APN-1 ACRN AB (APN)			
900002	R408	Funding in support of CLIN 9000 APN-1 ACRN AC (APN)			
900003	R408	Funding in support of CLIN 9000 APN-1 ACRN AD (APN)			
900004	R408	Funding in support of CLIN 9000 APN-1 ACRN AE (APN)			
900005	R408	Funding in support of CLIN 9000 APN-1 ACRN AF (APN)			
900006	R408	Funding in support of CLIN 9000 APN-1 ACRN AG (APN)			
900007	R408	Funding in support of CLIN 9000 APN-1 ACRN AH (APN)			
900008	R408	Funding in support of CLIN 9000 APN-1 ACRN AJ (APN)			
900009	R408	Funding in support of CLIN 9000 APN-1 ACRN AK (APN)			
900010	R408	Funding in support of CLIN 9000 APN-1 ACRN AL (APN)			
900011	R408	Funding in support of CLIN 9000 APN-1 ACRN AC (APN)			
900012	R408	Funding in support of CLIN 9000 APN-1 ACRN AG (APN)			
900013	R408	Funding in support of CLIN 9000 APN-1 ACRN AH (APN)			
9001	R408	Base Period; Other Direct Costs; APN-5 (APN)	1.0	LO	\$11,533.61
900101	R408	Funding in support of APN-5 CLIN 9001 ACRN AM (APN)			
900102	R408	Funding in support of APN-5 CLIN 9001 ACRN AN (APN)			
900103	R408	Funding in support of APN-5 CLIN 9001 ACRN AP (APN)			
900104	R408	Funding in support of APN-5 CLIN 9001 ACRN AQ (APN)			
900105	R408	Funding in support of APN-5 CLIN 9001 ACRN AR (APN)			
900106	R408	Funding in support of APN-5 CLIN 9001 ACRN AS (APN)			
900107	R408	Funding in support of APN-5 CLIN 9001 ACRN AT (APN)			
900108	R408	Funding in support of APN-5 CLIN 9001 ACRN AU (APN)			
9002	R408	Base Period; Other Direct Costs (RDT&E)	1.0	LO	\$38,091.26
900201	R408	Funding in support of CLIN 9002 RDT&E ACRN BR (RDT&E)			
9003	R408	Base Period; Other Direct Costs; FMS Case Tasking (FMS Case #XX-X-XXX)	1.0	LO	\$20,148.44
900301	R408	Funding in support of FMS Switzerland CLIN 9003 (SZ-P-GAU) (FMS)			
900302	R408	Funding in support of FMS Finland CLIN 9003 (FI-P-GAU) (FMS)			
900303	R408	Funding in support of FMS Australia CLIN 9003 (AT-P-GQW) (FMS)			
900304	R408	Funding in support of FMS Australia CLIN 9003 (AT-P-GQY) (FMS)			
900305	R408	Funding in support of FMS Australia CLIN 9003 (AT-P-LEN) (FMS)			
900306	R408	Funding in support of FMS Canada CLIN 9003 (CN-P-FBT) (FMS)			
900307	R408	Funding in support of FMS Spain CLIN 9003 (SP-P-GOH) (FMS)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900308	R408	Funding in support of FMS Kuwait CLIN 9003 (KU-P-GGW) (FMS)			
900309	R408	Funding in support of FMS Malaysia CLIN 9003 (MF-P-GBR) (FMS)			
900310	R408	Funding in support of FMS Malaysia CLIN 9003 (MF-P-GBQ) (FMS)			
9004	R408	Base Period; Other Direct Costs (O&MN,N) (O&MN,N)	1.0	LO	\$1,236.78
9005	R408	Base Period; Other Direct Costs; FMS Admin Tasking (FMS Case #XX-X-XXX)	1.0	LO	\$2,658.96
900501	R408	Funding in Support of CLIN 9005 ACRN BS (FMS)			
9006	R408	Base Period; NMCI Costs (Fund Type - OTHER)	1.0	LO	\$59,487.75
900601	R408	Funding in support of CLIN 9006 APN-1 GC AV NMCI (Fund Type - OTHER)			
900602	R408	Funding in support of CLIN 9006 APN-1 GC P&P NMCI (Fund Type - OTHER)			
900603	R408	Funding in support of CLIN 9006 APN-1 GC SCS NMCI (Fund Type - OTHER)			
900604	R408	Funding in support of CLIN 9006 APN-1 GC CNI NMCI (Fund Type - OTHER)			
900605	R408	Funding in support of CLIN 9006 APN-1 GC Radar NMCI (Fund Type - OTHER)			
900606	R408	Funding in support of CLIN 9006 APN-1 GC EAS NMCI (Fund Type - OTHER)			
900607	R408	Funding in support of CLIN 9006 APN-1 GC WSI NMCI (Fund Type - OTHER)			
900608	R408	Funding in support of CLIN 9006 APN-1 GC Core NMCI (Fund Type - OTHER)			
900609	R408	Funding in support of CLIN 9006 APN-1 GC Trainers NMCI (Fund Type - OTHER)			
900610	R408	Funding in support of CLIN 9006 APN-1 GC AIS NMCI (Fund Type - OTHER)			
900611	R408	Funding in support of CLIN 9006 APN-5 EFG AV NMCI (Fund Type - OTHER)			
900612	R408	Funding in support of CLIN 9006 APN-5 AD AV NMCI (Fund Type - OTHER)			
900613	R408	Funding in support of CLIN 9006 APN-5 CNI NMCI (Fund Type - OTHER)			
900614	R408	Funding in support of CLIN 9006 APN-5 Radar NMCI (Fund Type - OTHER)			
900615	R408	Funding in support of CLIN 9006 APN-5 EOIR NMCI (Fund Type - OTHER)			
900616	R408	Funding in support of CLIN 9006 APN-5 CORE NMCI (Fund Type - OTHER)			
900617	R408	Funding in support of CLIN 9006 APN-5 Trainers NMCI (Fund Type - OTHER)			
900618	R408	Funding in support of CLIN 9006 APN-5 AIS NMCI (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900619	R408	Funding in support of CLIN 9006 RDT&E NMCI (Fund Type - OTHER)			
9007	R408	Base Period; NMCI Costs (FMS Case #XX-X-XXX)	1.0	LO	\$17,767.69
900701	R408	Funding in support of CLIN 9007 Canada FBT NMCI (FMS Case CN-P-FBT) (FMS)			
900702	R408	Funding in support of CLIN 9007 Finland GAU NMCI (FMS Case FI-P-GAU) (FMS)			
900703	R408	Funding in support of CLIN 9007 Kuwait GGW NMCI (FMS Case KU-P-GGW) (FMS)			
900704	R408	Funding in support of CLIN 9007 Malaysia GBQ NMCI (FMS Case MF-P-GBQ) (FMS)			
900705	R408	Funding in support of CLIN 9007 Spain GOH NMCI (FMS Case SP-P-GOH) (FMS)			
900706	R408	Funding in support of CLIN 9007 Switzerland GAU NMCI (FMS Case SZ-P-GAU) (FMS)			
900707	R408	Funding in support of CLIN 9007 Australia GQW NMCI (FMS Case AT-P-GQW) (FMS)			
900708	R408	Funding in support of CLIN 9007 Australia GQY NMCI (FMS Case AT-P-GQY) (FMS)			
900709	R408	Funding in support of CLIN 9007 Australia LEN NMCI (FMS Case AT-P-LEN) (FMS)			
900710	R408	Funding in support of CLIN 9007 FMS Admin New Biz NMCI (FMS)			
9010	R408	Base Period; ODCs; Increased Capacity, 10%; Cost (Fund Type - OTHER)  Option	1.0	LO	\$16,294.38
9100	R408	Option Period I; Other Direct Costs; APN-1 (APN)	1.0	LO	\$6,879.45
910001	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910002	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910003	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910004	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910005	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910006	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910007	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910008	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910009	R408	Funding in support of CLIN 9100 APN-1 (APN)			
910010	R408	Funding in support of CLIN 9100 APN-1 (APN)			
9101	R408	Option Period I; Other Direct Costs; APN-5 (APN)	1.0	LO	\$17,793.49
910101	R408	Funding in support of CLIN 9101 APN-5 (APN)			
910102	R408	Funding in support of CLIN 9101 APN-5 (APN)			



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910103	R408	Funding in support of CLIN 9101 APN-5 (APN)			
910104	R408	Funding in support of CLIN 9101 APN-5 (APN)			
910105	R408	Funding in support of CLIN 9101 APN-5 (APN)			
910106	R408	Funding in support of CLIN 9101 APN-5 (APN)			
910107	R408	Funding in support of CLIN 9101 APN-5 (APN)			
910108	R408	Funding in support of CLIN 9101 APN-5 (APN)			
9102	R408	Option Period I; Other Direct Costs (RDT&E)	1.0	LO	\$13,397.99
910201	R408	Funding in support of CLIN 9102 RDT&E (RDT&E)			
910202	R408	Funding in support of CLIN 9102 RDT&E (RDT&E)			
9103	R408	Option Period I; Other Direct Costs; FMS Case Tasking (FMS Case #XX-X-XXX)	1.0	LO	\$36,720.95
910301	R408	Funding in support of FMS Kuwait CLIN 9103 (KU-P-GGW) (FMS)			
910302	R408	Funding in support of FMS Australia CLIN 9103 (AT-P-LEN) (FMS)			
910303	R408	Funding in support of FMS Spain CLIN 9103 (SP-P-GOH) (FMS)			
910304	R408	Funding in support of FMS Canada CLIN 9103 (CN-P-FBT) (FMS)			
910305	R408	Funding in support of FMS Australia CLIN 9103 (AT-P-GQW) (FMS)			
910306	R408	Funding in support of FMS Malaysia CLIN 9103 (MF-P-GBR) (FMS)			
910307	R408	Funding in support of FMS Switzerland CLIN 9103 (SZ-P-GAU) (FMS)			
910308	R408	Funding in support of FMS Australia CLIN 9103 (AT-P-GQF) (FMS)			
910309	R408	Funding in support of FMS Finland CLIN 9103 (FI-P-GAU) (FMS)			
9104	R408	Option Period I; Other Direct Costs (O&MN,N)	1.0	LO	\$2,113.11
9105	R408	Option Period I; Other Direct Costs; FMS Admin Tasking (FMS Case #XX-X-XXX)	1.0	LO	\$4,498.54
910501	R408	Funding in Support of CLIN 9105 (FMS)			
9106	R408	Option Period I; NMCI Costs (Fund Type - OTHER) Option	1.0	LO	\$46,840.22
9107	R408	Option Period I; NMCI Costs (FMS Case #XX-X-XXX) Option	1.0	LO	\$12,588.71
9110	R408	Option Period I; ODCs; Increased Capacity, 10%; Cost (Fund Type - OTHER) Option	1.0	LO	\$14,542.10
9200	R408	Option Period II; Other Direct Costs; APN-1 (APN) Option	1.0	LO	\$1,480.36
9201	R408	Option Period II; Other Direct Costs; APN-5 (APN) Option	1.0	LO	\$22,529.60

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9202	R408	Option Period II; Other Direct Costs (RDT&E) Option	1.0	LO	\$13,496.83
9203	R408	Option Period II; Other Direct Costs; FMS Case Tasking (FMS Case #XX-X-XXX) Option	1.0	LO	\$37,284.68
9204	R408	Option Period II; Other Direct Costs (O&MN,N) Option	1.0	LO	\$2,120.98
9205	R408	Option Period II; Other Direct Costs; FMS Admin Tasking (FMS Case #XX-X-XXX) Option	1.0	LO	\$4,469.38
9206	R408	Option Period II; NMCI Costs (Fund Type - OTHER) Option	1.0	LO	\$38,310.44
9207	R408	Option Period II; NMCI Costs (FMS Case #XX-X-XXX) Option	1.0	LO	\$12,813.51
9210	R408	Option Period II; ODCs; Increased Capacity, 10%; Cost (Fund Type - OTHER) Option	1.0	LO	\$13,250.58
9300	R408	Option Period III; Other Direct Costs; APN-1 (APN) Option	1.0	LO	\$1,512.73
9301	R408	Option Period III; Other Direct Costs; APN-5 (APN) Option	1.0	LO	\$22,824.86
9302	R408	Option Period III; Other Direct Costs (RDT&E) Option	1.0	LO	\$13,611.94
9303	R408	Option Period III; Other Direct Costs; FMS Case Tasking (FMS Case #XX-X-XXX) Option	1.0	LO	\$37,895.21
9304	R408	Option Period III; Other Direct Costs (O&MN,N) Option	1.0	LO	\$2,131.34
9305	R408	Option Period III; Other Direct Costs; FMS Admin Tasking (FMS Case #XX-X-XXX) Option	1.0	LO	\$4,444.80
9306	R408	Option Period III; NMCI Costs (Fund Type - OTHER) Option	1.0	LO	\$39,020.90
9307	R408	Option Period III; NMCI Costs (FMS Case #XX-X-XXX) Option	1.0	LO	\$13,051.13

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9310	R408	Option Period III; ODCs; Increased Capacity, 10%; Cost (Fund Type - OTHER) Option	1.0	LO	\$13,449.29
9400	R408	Option Period IV; Other Direct Costs; APN-1 (APN) Option	1.0	LO	\$1,550.53
9401	R408	Option Period IV; Other Direct Costs; APN-5 (APN) Option	1.0	LO	\$23,205.41
9402	R408	Option Period IV; Other Direct Costs (RDT&E) Option	1.0	LO	\$13,779.64
9403	R408	Option Period IV; Other Direct Costs; FMS Case Tasking (FMS Case #XX-X-XXX) Option	1.0	LO	\$38,656.94
9404	R408	Option Period IV; Other Direct Costs (O&MN,N) Option	1.0	LO	\$2,150.12
9405	R408	Option Period IV; Other Direct Costs; FMS Admin Tasking (FMS Case #XX-X-XXX) Option	1.0	LO	\$4,436.49
9406	R408	Option Period IV; NMCI Costs (Fund Type - OTHER) Option	1.0	LO	\$97,822.27
9407	R408	Option Period IV; NMCI Costs (FMS Case #XX-X-XXX) Option	1.0	LO	\$32,718.14
9410	R408	Option Period IV; ODCs; Increased Capacity, 10%; Cost (Fund Type - OTHER) Option	1.0	LO	\$21,431.95
9500	R408	Option Period V; Other Direct Costs; APN-1 (APN) Option	1.0	LO	\$3,854.88
9501	R408	Option Period V; Other Direct Costs; APN-5 (APN) Option	1.0	LO	\$8,238.30
9502	R408	Option Period V; Other Direct Costs (RDT&E) Option	1.0	LO	\$27,208.05
9503	R408	Option Period V; Other Direct Costs; FMS Case Tasking (FMS Case #XX-X-XXX) Option	1.0	LO	\$14,391.74
9504	R408	Option Period V; Other Direct Costs (O&MN,N) Option	1.0	LO	\$883.41

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9505	R408	Option Period V; Other Direct Costs; FMS Admin Tasking (FMS Case #XX-X-XXX)  Option	1.0	LO	\$1,899.25
9506	R408	Option Period V; NMCI Costs (Fund Type - OTHER)  Option	1.0	LO	\$47,221.60
9507	R408	Option Period V; NMCI Costs (FMS Case #XX-X-XXX)  Option	1.0	LO	\$12,691.21
9510	R408	Option Period V; ODCs; Increased Capacity, 10%; Cost (Fund Type - OTHER)  Option	1.0	LO	\$11,638.86

**09RA HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)**

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to **\*SEE ATTACHMENT J3 TASK ORDER CEILING SPREADSHEET FOR BREAKOUT** of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

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

**09RA HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

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

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

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

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

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

**13RA HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would 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.

**13RA HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Items 7000, 7001, 7002, 7003, 7004, 7005, and Option Items 7010, 7100, 7101, 7102, 7103, 7104, 7105, 7110, 7200, 7201, 7202, 7203, 7204, 7205, 7210, 7300, 7301, 7302, 7303, 7304, 7305, 7310, 7400, 7401, 7402, 7403, 7404, 7405, 7410, 7500, 7501, 7502, 7503, 7504, 7505, and 7510 - The contractor shall provide the services and supplies in accordance with Section C Statement of Work (SOW).

Item 9000, 9001, 9002, 9003, 9004, 9005, 9006, 9007 and Option Items 9010, 9100, 9101, 9102, 9103, 9104, 9105, 9106, 9107, 9110, 9200, 9201, 9202, 9203, 9204, 9205, 9206, 9207, 9210, 9300, 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9310, 9400, 9401, 9402, 9403, 9404, 9405, 9406, 9407, 9410, 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507, and 9510 - The contractor shall provide material, travel, NMCI and other direct costs in accordance with the SOW.

Item 7040 and Option Items 7140, 7240, 7340, 7440 and 7540 - The contract data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and the SOW.

### STATEMENT OF WORK TO SUPPORT THE F/A-18 AND EA-18G PROGRAM OFFICE (PMA265)

#### 1.0 INTRODUCTION/BACKGROUND

1.1. The Naval Air Systems Command F/A-18 and EA-18G Program Office (PMA265) supports life cycle phases of the multiple F/A-18 variants, including the F/A-18A-D, F/A-18E/F and EA-18G. The F/A-18 and EA-18G Program Office (PMA265) is a program reporting to the Program Executive Officer, Tactical Aircraft (PEO(T)) Programs.

1.2. The F/A-18 and EA-18G missions include Sea Strike and Electronic Attack capability. The F/A-18E/F and the EA-18G are ACAT IC programs.

1.3. Additional development, production, and sustainment programs, also under the cognizance of PMA265, include the following subsystems: ACAT IIs - Advanced Targeting Forward Looking InfraRed (ATFLIR), ALR-67(V)3, Infrared Search and Track (IRST); ACAT IIIs - Distributed Targeting/Mass Storage Unit (DTP/MSU); various non-ACAT programs, including F/A-18A-D, Fleet Integrated Readiness Support Team (FIRST) Logistics, Active Electronically Scanned Array (AESA) and legacy radars, Accurate Navigation (ANAV), F404 and F414 Engines, System Configuration Set (SCS), avionics systems, weapons systems, communications and navigations systems, and numerous government and contractor furnished end items.

1.4. The International Business team is a department within PMA265 that supports all current and potential Foreign Military Sales (FMS) customers who have procured, or are considering procuring, F/A-18A-F and EA-18G model aircraft. PMA265 has numerous existing FMS customers, with the addition of more countries in the future.

1.5. The PMA265 International Business team provides service and sustaining support to our allied partners, from pre-case efforts to case signature, aircraft delivery, engineering changes and through multiple upgrade programs underway.

1.6. The foreign partners currently maintain F/A-18A-F aircraft and contractor support is required to provide technical support, execution and tracking of all case requirements, including procurement, business management, configuration management, repairs, engineering, logistics, training, and the cultivation of new business.

#### 2.0 SCOPE

2.1. This non-performance-based Statement of Work (SOW) is to provide the Program Executive Officer for Tactical Aircraft (PEO(T)), F/A-18 and EA-18G Program Office (PMA265) with FMS and Domestic program and project management support along with Test & Evaluation (T&E), Government Furnished Equipment (GFE) management, Configuration Management (CM), Acquisition Management, Security, Operations (OPS) management, and Supplier Management (SM). Specifically, the support services shall include program and project management, strategic planning, acquisition documentation, engineering, requirements and data analysis. No tasking in support of this SOW will be used to procure any inherently governmental or personal services.

2.2. This SOW is intended to cover support of PMA265, including all quantities of aircraft and their subsystems as

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approved by Congress and new FMS partners. This program utilizes the following types of funding: Research, Development, Test and Evaluation, (RDT&E), Aircraft Procurement, Navy (APN), Operations and Maintenance, Navy (O&M,N), and Foreign Military Sales (FMS) funding.

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

### **3.0 REQUIREMENTS**

**3.1. APN-1 Tasking (CLINs 7000, 7100, 7200, 7300, 7400 and 7500)** — The Contractor shall provide project management, acquisition management, and production engineering and technical services for all production activities associated with the F/A-18E/F and EA-18G aircraft production program.

**3.1.1. Project Management** – The Contractor shall:

3.1.1.1. Provide project analyst support to assess and analyze inquiries received regarding the F/A-18E/F and EA-18G production programs.

3.1.1.2. Provide technical management support for the preparation, coordination, conduct, and post analysis of all program management meetings, conferences, and technical reviews for the production line.

**3.1.2. Acquisition Management** – The Contractor shall:

3.1.2.1. Analyze and coordinate acquisition documentation such as Acquisition Strategies (AS), Acquisition Plans (AP), and Acquisition Program Baseline Agreements (APBA) for the production aircraft in accordance with applicable statutes, regulations, and instructions. This tasking includes collecting and analyzing data for production aircraft pertinent to prepare and staff required statutory and regulatory documentation for ACAT programs, as required by Congress, the Office of the Secretary of Defense (OSD), and the Assistant Secretary of the Navy, Research, Development, and Acquisition (ASN (RDA)), including: the Selected Acquisition Report, (SAR), Defense Acquisition Executive Summary (DAES), DASHBOARD, Program Management (PM) Agreements, Senior Management Reviews (SMR) reports, and the Navy Two-Pass/Gate Reviews/Probability of Program Success (POPS) methodology.

3.1.2.2. Analyze acquisition policies and processes for production aircraft and make recommendations for implementation. Prepare, route, and review related acquisition documents for production aircraft, including: Justifications and Authorizations (J&A), Certificates of Urgency (COU), and Rough Order of Magnitude (ROM) requests. Participate in Procurement Planning Conferences (PPC) and prepare, staff, and review associated Procurement Planning Agreements (PPAs). Coordinate, prepare, staff, and review Procurement Initiation Requests (PIDs), Contracts and Acquisition Status (CAS) sheets. Provide coordination of the Contract Data Requirements List (CDRL) tracking tool. Assist in the coordination and facilitation of milestone preparation meetings for all ACAT programs to include: Program Support Reviews (PSRs), Overarching Integrated Product Teams (OIPTs), Integrating Integrated Product Teams (IIPTs) Focus Meetings, Acquisition Coordination Team (ACT), Navy Program Reviews (NPRs), Acquisition Review Boards (ARBs), Navy Program Decision Meetings (NPDMs), and Defense Acquisition Boards (DABs).

3.1.2.3. Provide support of Government Furnished Equipment (GFE) and Contractor Furnished Equipment (CFE) Tasking for the production aircraft. Review and produce Government Furnished Property (GFP)/GFE/Government Furnished Information (GFI) requirements, scheduling, status tracking, management, integration and delivery schedules, and costs in support of production aircraft. Collect and analyze data pertinent to the F/A-18E/F and EA-18G Master Government Furnished Equipment Lists (MGFELs) for production aircraft.

3.1.2.4. Coordinate with Original Equipment Manufacturers (OEMs) for production aircraft to ensure adequate lead times and timely equipment deliveries to preclude slippages. Review contracts to ensure proper GFE specifications, budget, and delivery schedules are met for production aircraft. Analyze/coordinate transportation requirements to ensure appropriate lead times are planned for freight forwarders or to co-production manufacturers or staging areas. Make recommendations on various acquisition strategies for production aircraft, engines, airframe GFE, CFE, ancillary equipment, Peculiar Support Equipment (PSE), initial cadre training or logistics.

**3.1.3. Production Engineering and Technical Services** – The Contractor shall:

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3.1.3.1. Provide support to the PMA265 Security and Program Protection Team to safeguard production line information and technologies by identification and analyzing Critical Program Information (CPI), Critical Technologies (CT), and Information Assurance (IA). Perform IA and CPI/CT vulnerability assessment; review protective countermeasures, Security Classification Guides (SCG), Technology Assessment and Control Plans, and Program Protection Plans (PPP)/Anti-Tamper (AT) Plans; implement F/A-18 and EA-18G Security and PMA265 Program Protection Plans (PPP). Assist in the analysis and surveillance of the Original Engineering Manufacturer (OEM) implementation of the above security principles, written plans, and technical reports.

3.1.3.2. Provide analyses and support of production Program Security Protection, Information Assurance, Foreign Disclosure and Technology Transfer Determinations, Arms Export Control Act (AECA), as amended Foreign Assistance Act (FAA), and the International Traffic in Arms Regulations (ITAR). Review foreign disclosure support documentation and assess the release of all classified and sensitive unclassified documents to foreign nationals and their governments via Technology Transfer Security Assistance Review Boards (TTSARB) and National Disclosure Policy Committee (NDPC) Record of Actions (RAs).

3.1.3.3. Coordinate and conduct security reviews with the PMA265 IPTs in support of the production line. Provide foreign disclosure and technology transfer release awareness and briefings to PMA265 personnel and assist with the releasability process for systems sourced from outside PMA265 by coordinating with the necessary cognitive experts.

3.1.3.4. Assist with statements of work and specifications/documentation as required for production aircraft. Conduct analyses, make recommendations regarding parts obsolescence issues for production aircraft and participate in Diminishing Manufacturing Sources Review Boards (DMSRBs).

3.1.3.5. Provide assistance to IPTs in the planning and implementation phases of Integrated Test and Evaluation (IT&E) related production of Software Configuration Set (SCS) efforts, weapons and weapons-related integration efforts for the production aircraft; including Quality Assurance (QA) reviews to ensure completeness and proper requirements flow-down of all associated acquisition documentation related to testing (e.g., Test and Evaluation Master Plans (TEMPs), Integrated Support Plans (ISPs), Capabilities Development Documents (CDDs), Capabilities Production and Documents (CPDs).

3.1.3.6. Assist in reviewing Master Schedules and preparing Aircraft Inventory Review Charts in support of the production aircraft.

3.1.3.7. Conduct Configuration Management (CM) support analyses for production aircraft in support of CM activities such as configuration identification, configuration control, configuration status accounting, configuration audits, configuration program management, review and production of hardware and software CM plans, and production of CM schedules. Tasking also includes the analysis of current CM processes, other benchmarks, and best commercial practices to recommend improvements to CM processes and the PMA265 CM Plan to increase efficiency and effectiveness of engineering change reviews in support of the production line.

3.1.3.8. Conduct analysis and make recommendations on forward fit Engineering Change Proposals (ECPs), requests for deviation/waiver, airframe bulletins, technical directives, decision memoranda and Aircraft Change Control Board (CCB) documents. Tasking also includes support of configuration audits of functional and product baselines, analysis of ECP requirements, determination of change classification, and production of process change documents to ensure accuracy and adequacy of the change being incorporated.

**3.2. APN-5 Tasking (CLINs 7001, 7101, 7201, 7301, 7401 and 7501) -** The Contractor shall conduct project management, acquisition management and engineering and technical services for all post production activities and support for incorporation of improvement to in-service aircraft to correct deficiencies and improve operational capabilities relating to Operational Safety Improvement Programs Tasking covers future OSIP support as identified/funded in budget submissions.

**3.2.1. Project Management –** The Contractor shall:

3.2.1.1. Provide project analyst to assess and analyze inquiries regarding post production activities for the F/A-18A-F and EA-18G programs.

3.2.1.2. Provide post production project analyst support for the preparation, coordination, conduct, and analysis of all project management meetings, conferences, and technical reviews supporting the F/A-18 and EA-18G modification programs



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**3.2.2. Acquisition Management** – The Contractor shall:

3.2.2.1. Assist in analyzing, coordinating, and producing acquisition documentation and supporting the acquisition process for the F/A-18 and EA-18G post-production efforts. Assess breaches to the APBA in accordance with applicable statutes, regulations, and instructions. This tasking includes collecting and analyzing data pertinent to prepare and staff required statutory and regulatory documentation for the Acquisition Category (ACAT) programs, as required by Congress, Office of the Secretary of Defense (OSD), and Assistant Secretary of the Navy for Research, Development and Acquisition (ASN (RDA)), including (but not limited to): SARs, monthly DAES, DASHBOARD, PM Agreements, SMR reports and Gate Reviews/Performance Oriented Packaging Standards (POPS).

3.2.2.2. Assist in the coordination and facilitation of preparing post production efforts required for DoD reviews of all ACAT programs to include: Analyze acquisition policies and processes and make recommendations for implementation. Coordinate related acquisition documents, including (but not limited to): APs, J&As, COUs, and ROM requests. Participate in PPCs and prepare associated PPAs. Produce PIDs and CAS sheets. Provide coordination of the CDRL tracking tool.

3.2.2.3. Provide support for post production GFE and CFE requirements. Review and produce GFP/GFE/GFI lists, procurement planning, procurement initiation, status tracking, management, risk reduction, integration and delivery schedules, and costs in support of retrofit efforts.

3.2.2.4. Coordinate with OEMs to ensure adequate lead times and timely procurement execution of post production equipment to support on-time deliveries. Review all pertinent contracts to ensure proper GFE specifications, budget, and delivery schedules are met. Analyze transportation requirements to ensure appropriate lead times are planned for freight forwarders or to co-production FMS manufacturers or staging areas for modifications or kitting facilities.

**3.2.3. Engineering and Technical Services** – The Contractor shall:

3.2.3.1. Conduct CM analyses for post-production in support of CM activities such as configuration identification, configuration control, configuration status accounting, configuration audits and configuration program management. Produce retrofit CM schedules, review current CM processes, other benchmarks, and best commercial practices to develop and recommend improvements to CM processes to increase efficiency and effectiveness of engineering change reviews and analyze and prepare hardware and software CM plans.

3.2.3.2. Conduct analyses and provide recommendations on ECPs, requests for deviation/waiver, airframe bulletins, technical directives, decision memoranda, CCB documents for the F/A-18 and EA-18G retrofits. Tasking includes support of configuration audits to verify functional and post-production baselines, coordination of the planning and requirements for ECPs and assistance with determination of change classification; review and process change documents to ensure accuracy and adequacy of the change being incorporated.

3.2.3.4. Provide analyses and support of post production Program Security Protection, Information Assurance, Foreign Disclosure and Technology Transfer Determinations, AECA, as amended FAA, and the ITAR. Review and maintain foreign disclosure support documentation, review documentation, review the release of all classified and sensitive unclassified documents to foreign nationals and their governments via TTSARB and NDPC RAs.

3.2.3.5. Coordinate and conduct security reviews with the PMA265 Integrated Product Teams (IPTs). Conduct briefings and provide foreign disclosure and technology transfer release awareness and briefings to PMA265 personnel and assist with the releaseability process for systems sourced from outside PMA265 by coordinating with the necessary cognitive experts.

**3.3. RDT&E Tasking (CLINs 7002, 7102, 7202, 7302, 7402 and 7502)**– The Contractor shall provide project management, acquisition management and engineering and technical services for the development and improvement activities for the F/A-18E/F aircraft and Service Life Assessment Program, EA-18G, and the Active Electronically Scanned Array (AESA) Radar.

**3.3.1. Project Management** – The Contractor shall:

3.3.1.1. Perform services to research and develop alternatives in response to Congressional, DoD, or other Government agency, media, or industry inquiries, and audits for PMA265. Assist in the resolution of data calls, PMA acquisition, and support concerns.

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3.3.1.2. Provide technical management support in preparation, coordination, conduct, and post evaluation of all RDT&E related project management meetings, conferences, and technical reviews. Provide overall support and attend various meetings relating to RDT&E funded efforts.

**3.3.2. Acquisition Management** – The Contractor shall:

3.3.2.1. Analyze and coordinate acquisition documentation to include: ASs, APs, and APBAs to support the management of the acquisition process for the F/A-18 and EA-18G development efforts. Investigate and report breaches to the APBA in accordance with applicable statutes, regulations, and instructions. This tasking includes collecting and researching data pertinent to prepare and staff required statutory and regulatory documentation for the ACAT programs, as required by Congress, OSD, and ASN(RDA), including: SARs, monthly DAES, DASHBOARD, PM Agreements, SMR reports, and Gate Reviews/POPS.

3.3.2.2. Assist in the coordination and facilitation of milestone preparation meetings for all ACAT programs to include: OIPTs, NPRs, ACTs, ARBs, NPDMS, and DABs for RDTE funded programs. Tasking also includes research of acquisition policies and processes, development of recommendations for implementation, schedule/facilitation of PPCs, development of associated PPAs, and coordination of PIDs and the CDRL tracking tool.

**3.3.3. Engineering and Technical Services** – The Contractor shall:

3.3.3.1. Assist in planning for IT&E through coordination with the Developmental Test (DT) and Operational Test (OT) communities, including Naval Air Systems Command (NAVAIRSYSCOM), Space And Naval Warfare System Command (SPAWARSYSCOM) program offices and other Department of Defense (DoD) agencies (e.g., Director, Operational Test and Evaluation (DOT&E); Chief of Naval Operations (CNO N88, N091); Commander, Operational Test and Evaluation Force (COMOPTEVFOR)).

3.3.3.2. Develop and recommend process improvements. Conduct T&E meetings to include: the T&E Working Integrated Product Teams (T&E WIPTs), T&E Summits, DT/ OT Working Groups, Program Progress Reviews (PPRs), and Operational Test and Readiness Reviews (OTRRs). Tasking will include development of meeting minutes and action items.

3.3.3.3. Provide assistance to IPTs in the planning and implementation phases of IT&E related to SCS development, weapons and weapons-related integration efforts; including Quality Assurance (QA) reviews to ensure completeness and proper requirements flow-down of all associated acquisition documentation related to testing (e.g., Test and Evaluation Master Plans (TEMPs), Integrated Support Plans (ISPs), Capabilities Development Documents (CDDs), Capabilities Production and Documents (CPDs), SCS Functional Requirements Documents (FRD's). This will include the coordination and execution of T&E Working Integrated Product Team (T&E WIPT) meetings necessary to mature or update associated TEMPs.

3.3.3.4. Assist in evaluation of DT Master Schedules and Aircraft Inventory Review Charts.

3.3.3.5. Provide coordination for Non-Combat Expenditure Allowance (NCEA), targets, and threat systems to ensure NCEA and target requirements for test are planned early in the development cycle.

3.3.3.6. Evaluate status of testing activities and assist in coordinating the resolution of anomalies and deficiencies by analyzing deficiency matrices and technical issues identified during testing periods.

**3.4. Foreign Military Sales (FMS) Case Tasking (CLINs 7003, 7103, 7203, 7303, 7403 and 7503)** - The Contractor shall provide FMS acquisition management support. The PMA265 International Business (IB) program supports all current and potential FMS customers who have procured, or are considering procuring, F/A-18A-F and EA-18G model aircraft, from pre-case efforts to case signature, aircraft delivery, engineering changes and through multiple upgrade programs underway.

**3.4.1. Acquisition Management** – The Contractor shall:

3.4.1.1. Assist in analyzing, coordinating, and producing acquisition processes for the IB efforts. Assist in preparing and staffing related acquisition documents, including but not limited to: APs, J&As, COUs, SMRs, and ROM requests. Schedule and facilitate PPCs and prepare associated PPAs. Coordinate, prepare, and staff and track PIDs, and CAS sheets. Provide coordination of the CDRL tracking tool.

3.4.1.2. Provide support of GFE and CFE. Review and validate GFP/GFE/GFI requirements, procurement planning,

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procurement initiation, status tracking, management, risk reduction, integration and delivery schedules, and costs in support of post-production aircraft deliveries and ancillary equipment. Collect and analyze data pertinent to the F/A-18 and EA-18G MGFELs.

3.4.1.3. Coordinate with OEMs to ensure adequate lead times and timely procurement initiation of equipment to support on-time deliveries. Review all pertinent F/A-18 and EA-18G contracts to ensure proper GFE specifications, budget, and delivery schedules are met. Investigate/coordinate transportation requirements to ensure appropriate lead times are planned for freight forwarders or to co-production FMS manufacturers or staging areas for modifications or kitting facilities. Provide recommendations on various acquisition strategies for aircraft, engines, airframe GFE, CFE, ancillary equipment, PSE, training or logistics.

3.4.1.4. Provide support of GFP. Assess, provide recommendations and track status of requests to use GFP, disposition requests, Plant Clearance Automated Reutilization Screening System (PCARSS) Cases, and Right-to-Title cases. Assess impacts and provide recommendations for the disposition of GFP during FMS F/A-18 and EA-18G aircraft and weapon system production line shutdown efforts. Assess and provide recommended responses to Government property audits for PMA265 GFP accountable under FMS F/A-18 and EA-18G contracts.

3.4.1.5. Provide support to the Security and Program Protection Team during the post-production phase to safeguard information and technologies by investigating, researching, and developing CPI, CT, and IA. Establish IA and CPI/CT vulnerability assessments; evaluate protective countermeasures, SCGs, Technology Assessment and Control Plans, PPP/AT Plans, and F/A-18 and EA-18G Security Concept of Operations (CONOPS), as required. Assist in the investigation and development of the Original Equipment Manufacturer (OEM) implementation of the above security principles, written plans, and technical reports. Provide analyses and support of Program Security Protection, Information Assurance, Foreign Disclosure and Technology Transfer Determinations, Arms Export Control Act (AECA), as amended Foreign Assistance Act (FAA), and the International Traffic in Arms Regulations (ITAR).

3.4.1.6. Develop and maintain foreign disclosure support documentation. Track the release of all classified and sensitive unclassified documents to foreign nationals and their governments via Technology Transfer Security Assistance Review Boards (TTSARB) and National Disclosure Policy Committee (NDPC) Record of Actions (RAs). Coordinate and conduct security reviews with PMA265 IPTs. Provide foreign disclosure and technology transfer release awareness and training to PMA265 personnel. Assist with the releaseability process for systems sourced from outside PMA265 by coordinating with the necessary cognizant experts.

3.4.1.7. Provide strategic planning and database management for PMA265. Provide general information technology support of personnel.

**3.5. OM&N Tasking (CLINs 7004, 7104, 7204, 7304, 7404 and 7504)** - The Contractor shall provide program management, acquisition management, and engineering and technical services for all sustainment activities of the F/A-18A-F and EA-18G aircraft.

**3.5.1. Program Management** – The Contractor shall:

3.5.1.1. Provide analyses and support of PMA265 requirements planning and execution of sustainment activities for the F/A-18A-F and EA-18G aircraft and all subsystems. Provide recommendations in support of program execution, out-year planning, and the creation of POM/PR issue sheets using knowledge of the Planning, Programming, Budgeting, and Execution (PPBE) process. Support issue sheet submittal into the Performance Measurement Decision Support System (PMDSS). Contribute to the briefs, issue sheets, white papers, quad charts, and trade studies. Assist with the review of recommendations from white papers and trade studies. Coordinate and participate in working groups, meetings, and conferences with other Program Management Air (PMAs) Program Offices, Program Executive Offices (PEOs), and Services to coordinate Road Maps, Flight Plans, and reviews of potential technologies that may aid in accomplishing those objectives.

**3.5.2. Acquisition Management** – The Contractor shall:

3.5.2.1. Maintain, coordinate, and track acquisition documentation such as APs, to support management of the acquisition process for the F/A-18A-F and EA-18G aircraft post-production efforts. Monitor and report on APBA breaches in accordance with applicable statutes, regulations, and instructions. This tasking includes updating data pertinent to prepare and staff required statutory and regulatory documentation for the ACAT programs, as required by Congress, OSD, and ASN(RDA), including (but not limited to): SARs, monthly DAES, DASHBOARD, SMR reports, and Gate Reviews/POPS.

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3.5.2.2. Assist in the coordination and facilitation of milestone preparation meetings for all Acquisition Category (ACAT) programs to include (but not limited to) DAES and Sufficiency Reviews. Maintain acquisition policies and processes and make recommendations for implementation. Maintain staff related acquisition documents, including (but not limited to): APs, J&As, COUs, and ROM requests. Schedule and facilitate PPCs and update associated PPAs. Update/track PIDs and CAS sheets. Update CDRL tracking tool.

3.5.2.3. Provide support for GFE and CFE. Update/track GFP/GFE/GFI requirements, procurement planning, procurement initiation, status tracking, management, risk reduction integration and delivery schedules, and costs in support of production aircraft deliveries and ancillary equipment.

3.5.2.4. Coordinate with OEMs to ensure adequate lead times and timely procurement execution of equipment to support on-time deliveries. Track all pertinent PMA265 contracts to ensure proper GFE specifications, budget, and delivery schedules are met. Update transportation requirements to ensure appropriate lead times are planned for freight forwarders or to co-production FMS manufacturers or staging areas for modifications or kitting facilities. Make recommendations on various acquisition strategies for aircraft, engines, airframe GFE, CFE, ancillary equipment, PSE, training or logistics.

3.5.2.5. Provide support of GFP. Provide recommendations and track status of requests to use GFP and disposition requests. Assess and provide recommended responses to Government property audits for PMA265 GFP accountable under all USN F/A-18 and EA-18G contracts.

**3.5.3. Engineering and Technical Services** – The Contractor shall:

3.5.3.1. Monitor IT&E through coordination with the DT and OT communities, including (but not limited to): NAVAIRSYSCOM or SPAWARSYSCOM program offices and DoD agencies (e.g., DOT&E; CNO, N98, N091; COMOPTEVFOR).

3.5.3.2. Make recommendations on process improvements and policy compliance, assist in planning T&E meetings, such as, T&E Working IPTs (WIPTs), T&E Summits, Development Testing/Operational Testing (DT/OT) Working Groups, Program Progress Reviews (PPRs), and Operational Test Readiness Review (OTRRs). Provide assistance to IPTs in the planning and execution phases of IT&E related to SCS development, weapons, and weapons-related integration efforts; including monitoring QA reviews to ensure completeness and proper requirements flow-down of all associated acquisition documentation related to testing (e.g., Test and Evaluation Master Plans (TEMPs), Information Support Plans (ISPs), Capabilities Development Documents (CDDs), and Capabilities Production Documents (CPDs)).

3.5.3.3. Assist in updating DT Master Schedules and monitoring Aircraft Inventory Review charts.

3.5.3.4. Provide CM support by monitoring configuration identification, configuration control, configuration status accounting, configuration audits, and configuration program management. Update CM schedules. Track current CM processes, other benchmarks, and best commercial practices to monitor and recommend improvements to CM processes to increase efficiency and effectiveness of engineering change reviews and update hardware and software CM plans.

3.5.3.5. Monitor and make recommendations on ECPs, Rapid Action Minor Engineering Changes (RAMECs), requests for deviation/waiver, airframe bulletins, technical directives, decision memoranda, and aircraft CCB documents for the F/A-18E/F and EA-18G production programs, engines, and other PMA265 products. Monitor configuration audits to verify functional and product baselines. Monitor and track ECPs and assist with determination of change classification. Update change documents to ensure accuracy and adequacy of the change being incorporated.

3.5.3.6. Provide support to the Security and Program Protection Team during the post-production phase to safeguard information and technologies by maintaining, updating, and tracking CPI, CT, and IA. Update IA and CPI/CT vulnerability assessments; update protective countermeasures, SCGs, Technology Assessment and Control Plans, AT Plans, F/A-18 and EA-18G Security CONOPS, as required, and implementation of the F/A-18 and EA-18G Government PPP. Update PPP/AT Plans, F/A-18 Security CONOPS, and implementation of the PMA265 PPP. Assist in enhancing the OEM implementation of the above security principles, written plans, and technical reports.

3.5.3.7. Improve strategic planning and database management for PMA265. Update technical reports/presentations /briefings. Provide general information technology support for personnel.

**3.6. Foreign Military Sales (FMS) Admin Tasking (CLINs 7005, 7105, 7205, 7305, 7405 and 7505)** - The Contractor shall provide FMS acquisition management support. The PMA265 International Business (IB) program supports all current and potential FMS customers who have procured, or are considering procuring, F/A-18A-F and EA-18G model aircraft, from pre-case efforts to case signature, aircraft delivery, engineering changes and through multiple

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upgrade programs underway.

**3.6.1. Acquisition Management** – The Contractor shall:

3.6.1.1. Assist in analyzing, coordinating, and producing acquisition processes for the IB efforts. Assist in preparing and staffing related acquisition documents, including but not limited to: APs, J&As, COUs, SMRs, and ROM requests. Schedule and facilitate PPCs and prepare associated PPAs. Coordinate, prepare, and staff and track PIDs, and CAS sheets. Provide coordination of the CDRL tracking tool.

3.6.1.2. Provide support of GFE and CFE. Review and validate GFP/GFE/GFI requirements, procurement planning, procurement initiation, status tracking, management, risk reduction, integration and delivery schedules, and costs in support of post-production aircraft deliveries and ancillary equipment. Collect and analyze data pertinent to the F/A-18 and EA-18G MGFELs.

3.6.1.3. Coordinate with OEMs to ensure adequate lead times and timely procurement initiation of equipment to support on-time deliveries. Review all pertinent F/A-18 and EA-18G contracts to ensure proper GFE specifications, budget, and delivery schedules are met. Investigate/coordinate transportation requirements to ensure appropriate lead times are planned for freight forwarders or to co-production FMS manufacturers or staging areas for modifications or kitting facilities. Provide recommendations on various acquisition strategies for aircraft, engines, airframe GFE, CFE, ancillary equipment, PSE, training or logistics.

3.6.1.4. Provide support of GFP. Assess, provide recommendations and track status of requests to use GFP, disposition requests, Plant Clearance Automated Reutilization Screening System (PCARSS) Cases, and Right-to-Title cases. Assess impacts and provide recommendations for the disposition of GFP during FMS F/A-18 and EA-18G aircraft and weapon system production line shutdown efforts. Assess and provide recommended responses to Government property audits for PMA265 GFP accountable under FMS F/A-18 and EA-18G contracts.

3.6.1.5. Provide support to the Security and Program Protection Team during the post-production phase to safeguard information and technologies by investigating, researching, and developing CPI, CT, and IA. Establish IA and CPI/CT vulnerability assessments; evaluate protective countermeasures, SCGs, Technology Assessment and Control Plans, PPP/AT Plans, and F/A-18 and EA-18G Security Concept of Operations (CONOPS), as required. Assist in the investigation and development of the Original Equipment Manufacturer (OEM) implementation of the above security principles, written plans, and technical reports. Provide analyses and support of Program Security Protection, Information Assurance, Foreign Disclosure and Technology Transfer Determinations, Arms Export Control Act (AECA), as amended Foreign Assistance Act (FAA), and the International Traffic in Arms Regulations (ITAR).

3.6.1.6. Develop and maintain foreign disclosure support documentation. Track the release of all classified and sensitive unclassified documents to foreign nationals and their governments via Technology Transfer Security Assistance Review Boards (TTSARB) and National Disclosure Policy Committee (NDPC) Record of Actions (RAs). Coordinate and conduct security reviews with PMA265 IPTs. Provide foreign disclosure and technology transfer release awareness and training to PMA265 personnel. Assist with the releaseability process for systems sourced from outside PMA265 by coordinating with the necessary cognizant experts.

3.6.1.7. Provide strategic planning and database management for PMA265. Provide general information technology support of personnel.

**4.0 OTHER DIRECT COSTS (CLINs 9000, 9001, 9002, 9003, 9004, 9005, 9006, 9007, 9010, 9100, 9101, 9102, 9103, 9104, 9105, 9106, 9107, 9110, 9200, 9201, 9202, 9203, 9204, 9205, 9206, 9207, 9210, 9300, 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9310, 9400, 9401, 9402, 9403, 9404, 9405, 9406, 9407, 9410, 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507, and 9510)**

4.1. The contractor shall provide material or other items which are necessary or integral to the performance of tasking included in the SOW in accordance with NAVAIR clause 5252.242-9515 Restriction on the Direct Charging of Material. All material requirements shall be authorized and approved by the Contracting Officer Representative (COR).

4.2. The contractor shall notify the Procuring Contracting Officer (PCO) and the COR when the sum of all ODC purchases (materials and travel) reaches 75 percent of the proposed estimate for ODCs for each contract year.

4.3. All material associated with this contract that is purchased by the contractor shall become the property of the Federal Government.

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## 5.0 GENERAL SUPPORT REQUIREMENTS/UTILITIES

5.1. The Contractor shall maintain electronic capabilities necessary to prepare documents and software packages compatible with the Government automatic data processing (ADP) environment through the security classification of Top Secret. The current environment is as follows:

Microsoft Windows 7 or higher

Microsoft Project 2007/2010/2013

Microsoft Office 2007/2010/2013

Microsoft Excel 2007/2010/2013

Microsoft Word 2007/2010/2013

Microsoft Power Point 2007/2010/2013

Microsoft Outlook 2007/2010/2013

Microsoft Access 2007/2010/2013

Internet access/World Wide Web based applications

5.2. The Contractor shall maintain the ability to interface with and transfer data to and from PMA265 software applications and their upgraded versions. See Attachment J9 Software Access for complete list of software applications.

5.3. The Contractor shall maintain state-of-the-art virus software and ensure that all media are virus free when delivered.

5.4. The Contractor shall be capable of Internet and LAN communications with the program office in accordance with Naval Air Warfare Center Aircraft Division (NAWCAD) Information Management Department (IMD) standards.

5.5. The Contractor shall be capable of maintaining real-time communications, both voice and data transfer capabilities, with PMA265 during working hours, as defined in SOW paragraph 9.2, whether at contractor work site, the PMA office or on travel. The Program Manager, Senior shall be the primary point of contact between the PMA and the Contractor to maintain real-time communications.

5.6. The Contractor shall prepare all correspondence in accordance with Navy correspondence guidelines.

5.7. The Contractor shall provide the graphic capabilities required to assemble, organize and edit technical material for presentations for both unclassified and classified material, up to the Top Secret level.

5.8. The Contractor shall provide technical recommendations for program documentation in accordance with DoD 5000.1 and DoD 5000.2 and SECNAV 5000.2.

5.9. The Contractor shall, when specified by the customer, attend meetings for the program office and maintain minutes, which shall include a summary of attendees, agenda items, discussions and action items.

5.10. The Contractor shall be capable of performing work in the contractor's facilities and on-site at the Government's facility.

## 6.0 SECURITY

6.1. Only U.S. citizens may perform under this contract. All personnel must be able to obtain a clearance at the Secret level. All personnel required to work at the Government's site must, at a minimum, obtain an Interim Secret Clearance prior to starting work at the Government's facility. 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 and including Top Secret. The security clearance requirements are defined below.

Position/labor category	Security Clearance Level	Within Days of Issuance of Task
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		Order
Systems Analyst	Secret	Interim at contract start date
Analyst, Senior (Disclosure) (Key)	Secret	Interim at contract start date
Analyst (Disclosure)	Secret	Interim at contract start date
Engineer/Scientist IV	Secret	Interim at contract start date
Information Management and Technology Analyst, Senior (Key)	Secret	Interim at contract start date
Program Analyst, Senior	Secret	Interim at contract start date
Program Analyst	Secret	Interim at contract start date
Program Analyst, Junior	Secret	Interim at contract start date
Acquisition Specialist	Secret	Interim at contract start date
Configuration Management Analyst	Secret	Interim at contract start date
Consultant, Senior	Secret	Interim at contract start date
Program Manager, Senior (Key)	Secret	Interim at contract start date

6.2. The Contractor shall locate and secure conference room facilities for conducting meetings in addition to office/lab space at the classification level up to and including Top Secret.

6.3. Program Protection Implementation Plan (PIIP) - The contractor shall develop, implement, and maintain a facility level PIIP to include Operations Security Plan (OPSEC) to protect classified and sensitive unclassified information to be used at the contractor facility during the performance of this contract in accordance with CDRL A002. The PIIP, which contains the facilities OPSEC plan, shall be submitted to NAVAIR within 90 days of contract award for acceptance and approval. While performing aboard NAVAIR sites, the contractor shall comply with the provisions of NAWCADINST 3432 series, at all other sites, the contractor shall comply with the local command and/or program OPSEC plan. The prime contractor shall flow PIIP and OPSEC requirements to their subcontractors as appropriate.

6.4. OPSEC - The contractor shall develop, implement, and maintain a facility level OPSEC program to protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance of this contract. The contractor is responsible for subcontractor implementation of OPSEC requirements for this contract. An OPSEC plan shall be developed, implemented, and outlined in the contractor's PIIP (CDRL A002). Contractor personnel shall be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level noted in the DD254 (Attachment J2). Prior to new employees starting work under this Task Order, the contractor shall ensure the new employees have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

6.5. Information Technology Personnel Report for NAVAIR Security and the COR: The contractor shall provide an Information Technology Security Report in accordance with Personnel Security Status Report (CDRL A004).

## 7.0 INFORMATION ASSURANCE

7.1 For Cyber Security (CS) requirements see the Cyber Security Plan (CSP), Attachment J7. Specific mentioned policies in the CS Plan can be accessed via the Cyber Security Policy Chart at the following link: [http://iac.dtic.mil/csia/ia\\_policychart.html](http://iac.dtic.mil/csia/ia_policychart.html). The Contractor shall address these requirements within the Cyber Security Implementation

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Plan (CSIP), (CDRL A005, Cyber Security Implementation Plan (CSIP)) and in accordance with J8 CSIP Template.

7.2. Navy Marine Corps Intranet (NMCI) and any follow-on government directed Intranet. Computer resources shall be acquired in accordance with clause 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 in accordance with the CDRL 0004.

7.3. Contractor 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

As a result of the change in the way NMCI services will be acquired/provided, the NMCI language outlined in Paragraph 7.2 of the SOW is hereby replaced with the following:

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

## **8.0 CONTRACT DATA REQUIREMENTS LIST**

8.1. The data to be furnished shall be in accordance with the Contract Data Requirements List (CDRL), DD Form 1423. CDRLs included are:

CDRL A001 – Contractor’s Progress, Status, and Monthly Report

CDRL A002 - F/A-18 - EA-18G Aircraft / System Program Protection Implementation Plan

CDRL A003 - RESERVED

CDRL A004 - Personnel Security Status Report

CDRL A005 – Cyber Security Implementation Plan

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

## **9.0 GOVERNMENT FURNISHED PROPERTY**

9.1. 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.

9.2. 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.

9.3. In accordance with Clause 5252.245-9500 Government Property for the Performance of this contract (NAVAIR)(May 2012), the following GFP has been transferred from task order N00178-05-D-4663-M805 and is now accountable to this contract: See Clause 5252.245-9500 for complete list.

## **10.0 TRAVEL**

10.1. The contractor shall be required to travel and/or work on-site at the Government’s request, see Section H Clause 5252.232-9509 Reimbursement of Travel, Per Diem, and Special Material Costs (NAVAIR)(OCT 2006) for further instruction.



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## 11.0 MINIMUM LABOR QUALIFICATIONS

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.

*experience and years of experience*

When used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

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

*postgraduate degree* - a master's, Ph.D., or other professional degree for which completion of an undergraduate

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curriculum for receipt of a bachelor's degree was a prerequisite .

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

<b>Proposed Labor Category</b>	<b>Function Description</b>	<b>Proposed Education Requirements</b>	<b>Proposed Experience Requirements</b>
Engineer/Scientist IV	Performs tasks with little or no guidance. Has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies 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 software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems.	BS or BA degree in an Engineering or Science related field.  ALLOWABLE SUBSTITUTION: A MS or MA degree in an Engineering or Science related field can be substituted for four (4) years of experience.	At least ten (10) years of experience in an Engineering or Science related field.
Information Management and Technology Analyst, Senior (Key)	Leads the execution of complex tasks. Integrates, plans, coordinates, and facilitates information system related activities such as upgrade of hardware and software, program and system design development of computer networks, and implementation of internet and intranet sites. Assists in the upkeep, maintenance and security of networks. Analyzes the computer and information needs of the organization from an operational and strategic perspective and determines immediate and long-range personnel and equipment requirements. Ensures the availability, continuity, and security of data and information technology. Recommends and supports process improvement initiatives.	MS or MA degree in Computer Science or Information Systems related field.  ALLOWABLE SUBSTITUTION: A BS or BA degree in any field and an additional four (4) years of experience can be substituted for an MS or MA degree.	At least ten (10) years of experience with information systems.
Acquisition Specialist	Supports and draft program milestone related documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Supports the development of program acquisition documentation such as Acquisition Plans (AP), Acquisition Strategy Reports (ASR), Procurement Initiation Document (PID), Statement of Work (SOW), funding documents, contract awards, agreements, and Acquisition Program Baseline Agreements (APBA). Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission	BS or BA degree in a Business related field.  ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.	At least six (6) years of experience related to weapon systems acquisition, including logistics, research and development, configuration management, or systems analysis/design is required. Desired experience includes 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

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	requirements. Attends, participates, supports, analyzes, provides input, develops, prepares and reports on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Utilizes business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management. Participates in meetings and supports specified Program Integrated Product Teams (IPTs).		knowledge and/or familiarity with the DoD and SECNAV 5000 acquisition series, Federal and DoD acquisition regulations and PPBE process. Desired experience also includes demonstrated knowledge in one or more of the following areas: acquisition documentation, configuration management, risk analysis and Government furnished equipment (GFE) or Government furnished information (GFI.)
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Configuration Management Analyst	Performs the necessary functions of configuration management for control of technical (hardware and software) configurations of laboratory or project assets. Apply government-instituted processes for documentation, change control management, data management, reconfiguration, base lining, data management, and other relevant processes. Ensure adherence to institutionalized processes and procedures.	BS or BA degree in any field.  ALLOWABLE SUBSTITUTION: An additional four (4) years experience working in direct support of configuration management may be substituted for a BS or BA degree.	At least six (6) years program experience; a minimum of three (3) years out of the prior six (6) years of program experience must include aircraft systems configuration management. Desired program experience in the configuration management process may include: configuration identification, control, audit, and status; DOD configuration management policies, procedures, review cycles, instructions and standards; engineering change proposal evaluations; and Operational and Safety Improvement Program (OSIP) procedures. Desired experience also includes experience with aircraft and system avionics, subsystems, ancillary equipment, and ground support equipment development, testing, production, and operational use.
Consultant, Senior	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/technical 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.	MS or MA degree in a Business related field.  ALLOWABLE SUBSTITUTION: A BS or BA degree in any field and an additional six (6) years of experience can be substituted for an MS or MA degree.	At least twenty (20) years of strategic business management or technical experience in DoD major weapon systems. Desired experience includes corporate strategic planning, organization governance structures, guiding significant organizational and management change.
Program Analyst, Senior	Performs critical program management, technical, or business analysis of major DoD acquisition systems and provides recommendations to ensure program success. Provides program analysis support for all aspects	MS or MA degree in a Business related field.  ALLOWABLE SUBSTITUTION:	At least ten (10) years experience in program management, technical, or business analysis discipline, related to weapon systems acquisition and life cycle management as specified

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	<p>of the program. Participates as a member of and/or supports the overall Program and Integrated Product Teams (IPTs). Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.</p>	<p>A BS or BA degree in any field or a Project Management Institute (PMI) certification and an additional three (3) years of experience can be substituted for an MS or MA degree. An additional five (5) years experience may be substituted for the degree requirement.</p>	<p>in the DOD 5000 series is required. Desired experience includes familiarity with SECNAV, OPNAV, and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work Requests, Requisitions, Contract Data Requirements List, DD254 and demonstrated experience in the program/project status, earned value management and schedules.</p>
Program Analyst	<p>Analyzes program requirements, status, budget and schedules. Performs program management, technical, or business case analyses. Participates as a member of and/or supports the specified Program Integrated Product Teams (IPTs); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.</p>	<p>BS or BA degree in a Business related field</p> <p>ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.</p>	<p>At least four (4) years of experience in program management, technical or business analysis discipline; and included in the four (4) years, there must be two (2) years professional experience in technical efforts supporting major weapon systems and components development is required. Desired experience includes demonstrated experience in the program/project status and schedules, demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of military acquisition programs (as specified in the DoD 5000 series), and experience with processing program acquisition, funding and contract documentation for military programs.</p>
Program Analyst, Junior	<p>Provides program office analysis support. Participates in meetings and supports specified Program Integrated Product Teams (IPTs). Tracks program/project status and schedules, takes minutes, prepares presentations, reports, studies, documentation. Performs tasks under supervision.</p>	<p>AS or AA degree.</p> <p>ALLOWABLE SUBSTITUTION: An additional four (4) years of experience can be substituted for an AS or AA degree.</p>	<p>At least two (2) years of experience in a business or technical position is required.</p>
Program Manager, Senior (Key)	<p>Acts as the overall lead, manager and administrator for the contracted effort of ACAT I and II programs or manages across multiple teams. Directs efforts of cross-competency team(s) to include government civilians and contractors at multiple locations. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Regularly briefs senior leadership on program status and milestones. Supervises contractor personnel program/project operations</p>	<p>MS or MA degree in a Business related field.</p> <p>ALLOWABLE SUBSTITUTION: A BS or BA degree in any field and an additional four (4) years of experience can be substituted for an MS or MA degree.</p>	<p>At least twelve (12) years of professional experience in the Defense acquisition is required. Desired experience includes support of Navy acquisition to include aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability, experience in initiating and maintaining technical direction</p>

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	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.		within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability, experience managing different phases of weapon system acquisition, including Concept Development, SD&D. Desired experience also includes knowledge of acquisition policies and procedures, demonstrated knowledge of and experience with the requirements of the DOD 5000 series, demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.
Systems Analyst	<p>Collects information to analyze and evaluate. Performs logical and physical system design and reviews and prepares system documents and specifications. Conducts technical research on system upgrades to determine feasibility, cost, time required, and compatibility with system. Prepares reports, studies and documentation.</p> <p>Delivers presentations and participates in meetings. Works on special problem areas; administers complex areas of the network, security analysis and planning.</p>	<p>BS or BA degree in a Computer Science or Information Systems related field.</p> <p><b>ALLOWABLE SUBSTITUTION:</b> An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.</p>	<p>At least six (6) years of experience with client-server systems in any of the following areas: systems analysis, software design, software development and database administration is required. Experience in more than one area is desired. Desired experience includes demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques, experience working independently and as part of a team in researching data, developing analytical techniques and methodologies and demonstrated knowledge of system acquisition practices required to design, develop, integrate, test and manufacture a major system.</p>
Analyst, Senior (Disclosure) (Key)	Senior expert with knowledge and experience developing and applying analytic methodologies and principles under the supervision/oversight of a foreign disclosure officer/delegated disclosure authority. Leads the application of analytic techniques and helps define project objectives and strategic direction. Is responsible for providing leadership and vision to client and project teams around the methodology. Provide a recommendation on foreign disclosure actions, advising personnel on foreign disclosure policy and procedures within DoN and DoD and facilitating release of information to foreign	<p>BS or BA degree in a Business or Political Science related field.</p> <p><b>ALLOWABLE SUBSTITUTION:</b> An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience OR completion of</p>	<p>At least six (6) years of experience as an analyst. Desired experience includes analysis and application of US foreign policy objectives, technology transfer policies and foreign disclosure policies and possess subject matter expertise with National Disclosure Policy (NDP-1), DoD Directive 5230.1 1, DoD Directive 5230.20, the Arms Export Control Act, ITAR, security classification(s), and the disclosure of Classified</p>

	<p>nationals Information (CMI) and Controlled Unclassified Information (CUI) to foreign governments and international organizations. and facilitating appropriate disclosure decisions for FDO by interpreting data and applying security policies, procedures, and objectives to a variety of weapons systems, hardware, software, and information systems. Conduct occasional training for US personnel, advise on export license requests, conduct research and analysis on complex issues.</p>	<p>DOD-sponsored Foreign Disclosure Training Courses (such as the U.S. Army Foreign Disclosure Officer Certification Course (online via DSS Academy), FDE Solutions (DON disclosure classroom course for DON disclosure professionals) or the U.S. Air Force Foreign Disclosure Officer Training Course (classroom instruction)) may be substituted for a BS or BA degree.</p>	<p>Military Information .</p>
<p>Analyst (Disclosure)</p>	<p>Support Foreign Disclosure Officer and senior disclosure analyst by using knowledge of FMS Foreign Disclosure policy/processes to facilitate research and analysis on complex issues. Applies analytic techniques in the evaluation of project objectives and contributes to the implementation of strategic direction. Performs analyst functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives.</p>	<p>BS or BA degree in a Business or Political Science related field.</p> <p><b>ALLOWABLE SUBSTITUTION:</b> An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience OR completion of DOD-sponsored Foreign Disclosure Training Courses (such as the U.S. Army Foreign Disclosure Officer Certification Course (online via DSS Academy), FDE Solutions (DON disclosure classroom course for DON disclosure professionals) or the U.S. Air Force Foreign Disclosure Officer Training Course (classroom instruction)) may be substituted for a BS or BA degree.</p>	<p>At least three (3) years of experience as an analyst. Desired experience includes analysis and application of US foreign policy objectives, technology transfer policies and foreign disclosure policies.</p>

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

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

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

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

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

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

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

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Task Order Contracting Officer; (3) not engage in any other action, venture, or

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employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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



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## SECTION D PACKAGING AND MARKING

Clauses specified in Section D of the Seaport-e Basic Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

All deliverables shall be submitted to the Contracting Officer's Representative (COR) at the address indicated in Section G, Clause 5252.201-9501.

Items 9000, 9001, 9002, 9003, 9004, 9005, 9006, 9007 and Option Items 9010, 9100, 9102, 9103, 9104, 9105, 9106, 9107, 9110, 9200, 9201, 9202, 9203, 9204, 9205, 9206, 9207, 9210, 9300, 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9310, 9400, 9401, 9402, 9403, 9404, 9405, 9406, 9407, 9410, 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507 and 9510 - Packaging and marking shall be in accordance with Clause 13RA HQ D-2-0008 Marking of Reports.

Items 7040 and Option Items 7140, 7240, 7340, 7440 and 7540 - The data to be furnished hereunder shall be packaged and marked in accordance with Clause 13RA HQ D-2-0008 Marking of Reports.

### 13RA HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

### 13RA 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: \_\_\_\_\_ William Taylor \_\_\_\_\_  
(Name of Individual Sponsor)  
\_\_\_\_\_ PMA265 \_\_\_\_\_  
(Name of Requiring Activity)  
\_\_\_\_\_ Patuxent River, MD \_\_\_\_\_  
(City and State)

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## SECTION E INSPECTION AND ACCEPTANCE

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

Items 7000, 7001, 7002, 7003, 7004, 7005, 9000, 9001, 9002, 9003, 9004, 9005, 9006, 9007 and Option Items 7010, 7100, 7102, 7103, 7104, 7105, 7110, 7200, 7201, 7202, 7203, 7204, 7205, 7210, 7300, 7301, 7302, 7303, 7304, 7305, 7310, 7400, 7401, 7402, 7403, 7404, 7405, 7410, 7500, 7501, 7502, 7503, 7504, 7505, 7510, 9010, 9100, 9102, 9103, 9104, 9105, 9106, 9107, 9110, 9200, 9201, 9202, 9203, 9204, 9205, 9206, 9207, 9210, 9300, 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9310, 9400, 9401, 9402, 9403, 9404, 9405, 9406, 9407, 9410, 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507, and 9510 - The Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of terms and conditions, in accordance with Section C, Statement of Work and Section J, Attachment J4, Surveillance Activity Checklist (SAC). Inspection and acceptance of the services called for hereunder shall be performed by the Contracting Officer's Representative (COR) in accordance with the SAC.

Item 7040 and Option Items 7140, 7240, 7340, 7440 and 7540 - Inspection and acceptance shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL). Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

### CLAUSES INCORPORATED BY REFERENCE

#### **52.246-5 Inspection Of Services Cost-Reimbursement APR 1984**

### CLAUSES INCORPORATED BY FULL TEXT

#### **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.

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/1/2015 - 3/31/2016
7001	9/1/2015 - 3/31/2016
7002	9/1/2015 - 3/31/2016
7003	9/1/2015 - 3/31/2016
7004	9/1/2015 - 3/31/2016
7005	9/1/2015 - 3/31/2016
7100	4/1/2016 - 3/31/2017
7101	4/1/2016 - 3/31/2017
7102	4/1/2016 - 3/31/2017
7103	4/1/2016 - 3/31/2017
7104	4/1/2016 - 3/31/2017
7105	4/1/2016 - 3/31/2017
9000	9/1/2015 - 3/31/2016
9001	9/1/2015 - 3/31/2016
9002	9/1/2015 - 3/31/2016
9003	9/1/2015 - 3/31/2016
9004	9/1/2015 - 3/31/2016
9005	9/1/2015 - 3/31/2016
9006	9/1/2015 - 3/31/2016
9007	9/1/2015 - 3/31/2016
9100	4/1/2016 - 3/31/2017
9101	4/1/2016 - 3/31/2017
9102	4/1/2016 - 3/31/2017
9103	4/1/2016 - 3/31/2017
9104	4/1/2016 - 3/31/2017
9105	4/1/2016 - 3/31/2017

Note: Unless otherwise specified in the Task Order, all provisions and clauses of Section F of the Basic Seaport-e

Multiple Award Contract apply to this task order, in addition to the following:

The periods of performance for the following Items are as follows:	
7000	01 Sept 2015 - 31 Mar 2016
7001	01 Sept 2015 - 31 Mar 2016
7002	01 Sept 2015 - 31 Mar 2016
7003	01 Sept 2015 - 31 Mar 2016
7004	01 Sept 2015 - 31 Mar 2016
7005	01 Sept 2015 - 31 Mar 2016

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7040	01 Sept 2015 - 31 Mar 2016
9000	01 Sept 2015 - 31 Mar 2016
9001	01 Sept 2015 - 31 Mar 2016
9002	01 Sept 2015 - 31 Mar 2016
9003	01 Sept 2015 - 31 Mar 2016
9004	01 Sept 2015 - 31 Mar 2016
9005	01 Sept 2015 - 31 Mar 2016
9006	01 Sept 2015 - 31 Mar 2016
9007	01 Sept 2015 - 31 Mar 2016

The periods of performance for the following Items are as follows:	
7010	01 Sept 2015 - 31 Mar 2016
7100	01 Apr 2016 - 31 Mar 2017
7101	01 Apr 2016 - 31 Mar 2017
7102	01 Apr 2016 - 31 Mar 2017
7103	01 Apr 2016 - 31 Mar 2017
7104	01 Apr 2016 - 31 Mar 2017
7105	01 Apr 2016 - 31 Mar 2017
7110	01 Apr 2016 - 31 Mar 2017
7140	01 Apr 2016 - 31 Mar 2017
7200	01 Apr 2017 - 31 Mar 2018
7201	01 Apr 2017 - 31 Mar 2018
7202	01 Apr 2017 - 31 Mar 2018
7203	01 Apr 2017 - 31 Mar 2018
7204	01 Apr 2017 - 31 Mar 2018
7205	01 Apr 2017 - 31 Mar 2018
7210	01 Apr 2017 - 31 Mar 2018
7240	01 Apr 2017 - 31 Mar 2018

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7300	01 Apr 2018 - 31 Mar 2019
7301	01 Apr 2018 - 31 Mar 2019
7302	01 Apr 2018 - 31 Mar 2019
7303	01 Apr 2018 - 31 Mar 2019
7304	01 Apr 2018 - 31 Mar 2019
7305	01 Apr 2018 - 31 Mar 2019
7310	01 Apr 2018 - 31 Mar 2019
7340	01 Apr 2018 - 31 Mar 2019
7400	01 Apr 2019 - 31 Mar 2020
7401	01 Apr 2019 - 31 Mar 2020
7402	01 Apr 2019 - 31 Mar 2020
7403	01 Apr 2019 - 31 Mar 2020
7404	01 Apr 2019 - 31 Mar 2020
7405	01 Apr 2019 - 31 Mar 2020
7410	01 Apr 2019 - 31 Mar 2020
7440	01 Apr 2019 - 31 Mar 2020
7500	01 Apr 2020 - 31 Aug 2020
7501	01 Apr 2020 - 31 Aug 2020
7502	01 Apr 2020 - 31 Aug 2020
7503	01 Apr 2020 - 31 Aug 2020
7504	01 Apr 2020 - 31 Aug 2020
7505	01 Apr 2020 - 31 Aug 2020
7510	01 Apr 2020 - 31 Aug 2020
7540	01 Apr 2020 - 31 Aug 2020
9010	01 Sept 2015 - 31 Mar 2016
9100	01 Apr 2016 - 31 Mar 2017
9101	01 Apr 2016 - 31 Mar 2017
9102	01 Apr 2016 - 31 Mar 2017

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9103	01 Apr 2016 - 31 Mar 2017
9104	01 Apr 2016 - 31 Mar 2017
9105	01 Apr 2016 - 31 Mar 2017
9106	01 Apr 2016 - 31 Mar 2017
9107	01 Apr 2016 - 31 Mar 2017
9110	01 Apr 2016 - 31 Mar 2017
9200	01 Apr 2017 - 31 Mar 2018
9201	01 Apr 2017 - 31 Mar 2018
9202	01 Apr 2017 - 31 Mar 2018
9203	01 Apr 2017 - 31 Mar 2018
9204	01 Apr 2017 - 31 Mar 2018
9205	01 Apr 2017 - 31 Mar 2018
9206	01 Apr 2017 - 31 Mar 2018
9207	01 Apr 2017 - 31 Mar 2018
9210	01 Apr 2017 - 31 Mar 2018
9300	01 Apr 2018 - 31 Mar 2019
9301	01 Apr 2018 - 31 Mar 2019
9302	01 Apr 2018 - 31 Mar 2019
9303	01 Apr 2018 - 31 Mar 2019
9304	01 Apr 2018 - 31 Mar 2019
9305	01 Apr 2018 - 31 Mar 2019
9306	01 Apr 2018 - 31 Mar 2019
9307	01 Apr 2018 - 31 Mar 2019
9310	01 Apr 2018 - 31 Mar 2019
9400	01 Apr 2019 - 31 Mar 2020
9401	01 Apr 2019 - 31 Mar 2020
9402	01 Apr 2019 - 31 Mar 2020
9403	01 Apr 2019 - 31 Mar 2020

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9404	01 Apr 2019 - 31 Mar 2020
9405	01 Apr 2019 - 31 Mar 2020
9406	01 Apr 2019 - 31 Mar 2020
9407	01 Apr 2019 - 31 Mar 2020
9410	01 Apr 2019 - 31 Mar 2020
9500	01 Apr 2020 - 31 Aug 2020
9501	01 Apr 2020 - 31 Aug 2020
9502	01 Apr 2020 - 31 Aug 2020
9503	01 Apr 2020 - 31 Aug 2020
9504	01 Apr 2020 - 31 Aug 2020
9505	01 Apr 2020 - 31 Aug 2020
9506	01 Apr 2020 - 31 Aug 2020
9507	01 Apr 2020 - 31 Aug 2020
9510	01 Apr 2020 - 31 Aug 2020
9540	01 Apr 2020 - 31 Aug 2020

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

(a) The contract shall commence on 01 September 2015 and shall continue for 60 months. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibits A001, A002, A003, A004 and A005, attached hereto, and the following:

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

(1) PMA265

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

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(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:

PMA265A  
47123 Buse Road  
Building 2272  
Patuxent River, MD 20670

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

The services to be performed herein shall be performed at the Government's facility in Naval Air Station Patuxent River, Maryland and at the Contractor's facility (within 30 miles of Patuxent River, MD).



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## SECTION G CONTRACT ADMINISTRATION DATA

Clauses specified in Section G of the Seaport-e basic contract are incorporated into this order if applicable.

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

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.

### **252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)**

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(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 rep

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(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).  
\_\_\_\_\_TBD\_\_\_\_\_

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

(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: S2404A

Inspect By DoDAAC: N00019

Ship To Code: See Section F

Ship From Code: N/A

Mark For Code: See Section F

Service Approver (DoDAAC): N00019

Service Acceptor (DoDAAC): N00019

Accept at Other DoDAAC: N/A

LPO DoDAAC: N/A

DCAA Auditor DoDAAC: HAA391

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Other DoDAAC(s)

(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.

\_\_\_\_\_TBD\_\_\_\_\_

(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.

\_\_\_\_\_TBD\_\_\_\_\_

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

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

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

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

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

(a) The Contracting Officer has designated/appointed

William Taylor, PMA265A

47123 Buse Road, Building 2272

Patuxent River, MD 20670

Email: [william.taylor@navy.mil](mailto:william.taylor@navy.mil)

Phone: 301.757.7676

as the authorized Contracting Officer's Representative (COR) and

Sue Fore

47123 Buse Road, Building 2272

Patuxent River, MD 20670

Email: [sue.fore@navy.mil](mailto:sue.fore@navy.mil)

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Phone: 301.757.7523

as the authorized Alternate Contracting Officer's Representative (ACOR) to perform the following functions, duties, and/or responsibilities:

(1) Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules; which includes the following:

a. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements

b. Keep track of funds expended and remaining funds available so as not to overspend on the contract or order;

c. Pay particular attention to the timely review of invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and that charges are reasonable for the work performed;

(2) Ensure contractor compliance with contractual quality assurance requirements

(3) Accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government;

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

**SEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

**\*SEE ATTACHMENT J3 TASK ORDER CEILING SPREADSHEET FOR BREAKOUT**

(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.

(e) NAVAIR Clause 5252.232-9104 Allotment of Funds (Jan 2008) is updates as follows to reflect deobligations for NMCI funding:

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

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

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

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

**5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)**

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

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

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.	PCO
(30) When contractors request Government property—  (i) Evaluate the contractor's requests for Government property and for changes to existing Government property and provide appropriate recommendations to the contracting officer;  (ii) Ensure required screening of Government property before acquisition by the contractor;  (iii) Evaluate the use of Government property on a non-interference basis in accordance with the clause at <a href="#">52.245-9</a> , Use and Charges;  (iv) Ensure payment by the contractor of any rental due; and  (v) Modify contracts to reflect the addition of Government-furnished property and ensure appropriate consideration.	COR

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

Additional Functions	Retained for Performance By:
None.	

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

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

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

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

Accounting Data

SLINID	PR Number	Amount
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LLA :  
AA 97-11X8242 2884 000 748420 065916 2D PAT044 416280110LEN  
CIN: 130048106900001

BASE Funding 1000.00  
Cumulative Funding 1000.00

MOD 01

700001	1300524306	201309.39
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LLA :  
AB 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003046163  
CIN: 130052430600001

700002	1300524306	157265.31
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LLA :  
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CIN: 130052430600003

700003 1300524306 58947.54  
LLA :  
AD 1751506 Y1CH 251 00019 0 050120 2D 000000 A20003046163  
CIN: 130052430600005

700004 1300524306 25652.10  
LLA :  
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CIN: 130052430600007

700005 1300524306 63217.83  
LLA :  
AF 1751506 Y1CH 251 00019 0 050120 2D 000000 A40003046163  
CIN: 130052430600009

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LLA :  
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CIN: 130052430600011

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CIN: 130052430600013

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CIN: 130052430600015

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LLA :  
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CIN: 130052430600017

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LLA :  
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CIN: 130052430600019

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LLA :  
AM 1751506 Y5C8 251 00019 0 050120 2D 000000 A00003045960  
CIN: 130052430300001

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LLA :  
AN 1751506 Y5C8 251 00019 0 050120 2D 000000 A10003045960  
CIN: 130052430300003

700103 1300524303 83369.33  
LLA :  
AP 1751506 Y5C8 251 00019 0 050120 2D 000000 A20003045960  
CIN: 130052430300005

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LLA :  
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CIN: 130052430300007

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LLA :  
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CIN: 130052430300009

700106 1300524303 109085.30  
LLA :  
AS 1751506 Y5C8 251 00019 0 050120 2D 000000 A50003045960

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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CIN: 130052430300011

700107 1300524303 42619.84

LLA :  
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CIN: 130052430300013

700108 1300524303 4164.60

LLA :  
AU 1751506 Y5C8 251 00019 0 050120 2D 000000 A70003045960  
CIN: 130052430300015

700201 1300489585 327897.54

LLA :  
AV 1751319 Y7HS 251 00019 0 050120 2D 000000 A10002808023  
CIN: 130048958500003

700302 1300481069-0001 61153.36

LLA :  
AW 97-11X8242 2886 000 74862 0 065916 2D PCN044 923360880FBT  
CIN: 130048106900002

700303 1300481069-0001 57964.12

LLA :  
AX 97-11X8242 2821 000 74212 0 065916 2D PFIA44 417080960GAU  
CIN: 130048106900005

700304 1300481069-0001 60635.84

LLA :  
AY 97-11X8242 2878 000 74782 0 065916 2D PKUA44 401380220GGW  
CIN: 130048106900008

700305 1300481069-0001 62903.10

LLA :  
AZ 97-11X8242 2879 000 74792 0 065916 2D PMFF44 434380020GBQ  
CIN: 130048106900011

700306 1300481069-0001 57964.12

LLA :  
BA 97-11X8242 2815 000 74152 0 065916 2D PSP044 411160060GOH  
CIN: 130048106900014

700307 1300481069-0001 61607.78

LLA :  
BB 97-11X8242 2817 000 74172 0 065916 2D PSZ044 414760030GAU  
CIN: 130048106900017

700308 1300481069-0001 25518.82

LLA :  
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CIN: 130048106900020

700309 1300481069-0001 35818.85

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CIN: 130048106900023

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CIN: 130048106900026

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LLA :  
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CIN: 130052488900001

900601 1300524306 647.28

LLA :  
AB 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003046163  
CIN: 130052430600002



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900603	1300524306	329.13
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CIN: 130052430600006		
900604	1300524306	144.88
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CIN: 130052430600008		
900605	1300524306	304.85
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CIN: 130052430600010		
900606	1300524306	704.92
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AG 1751506 Y1CH 251 00019 0 050120 2D 000000 A50003046163		
CIN: 130052430600012		
900607	1300524306	922.26
LLA :		
AH 1751506 Y1CH 251 00019 0 050120 2D 000000 A60003046163		
CIN: 130052430600014		
900608	1300524306	82.84
LLA :		
AJ 1751506 Y1CH 251 00019 0 050120 2D 000000 A70003046163		
CIN: 130052430600016		
900609	1300524306	242.00
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AK 1751506 Y1CH 251 00019 0 050120 2D 000000 A80003046163		
CIN: 130052430600018		
900610	1300524306	499.06
LLA :		
AL 1751506 Y1CH 251 00019 0 050120 2D 000000 A90003046163		
CIN: 130052430600020		
900611	1300524303	431.52
LLA :		
AM 1751506 Y5C8 251 00019 0 050120 2D 000000 A00003045960		
CIN: 130052430300002		
900612	1300524303	953.57
LLA :		
AN 1751506 Y5C8 251 00019 0 050120 2D 000000 A10003045960		
CIN: 130052430300004		
900613	1300524303	470.87
LLA :		
AP 1751506 Y5C8 251 00019 0 050120 2D 000000 A20003045960		
CIN: 130052430300006		
900614	1300524303	274.37
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AQ 1751506 Y5C8 251 00019 0 050120 2D 000000 A30003045960		
CIN: 130052430300008		
900615	1300524303	344.58
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CIN: 130052430300010		
900616	1300524303	662.68
LLA :		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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AS 1751506 Y5C8 251 00019 0 050120 2D 000000 A50003045960  
CIN: 130052430300012

900617 1300524303 242.00  
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CIN: 130052430300014

900618 1300524303 26.27  
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CIN: 130052430300016

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CIN: 130048106900004

900702 1300481069-0001 356.87  
LLA :  
BG 97-11X8242 2821 000 74212 0 065916 2D PFIA44 417080980GAU  
CIN: 130048106900007

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CIN: 130048106900010

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BJ 97-11X8242 2879 000 74792 0 065916 2D PMFF44 434380040GBQ  
CIN: 130048106900013

900705 1300481069-0001 356.87  
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CIN: 130048106900016

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CIN: 130048106900019

900707 1300481069-0001 118.96  
LLA :  
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CIN: 130048106900022

900708 1300481069-0001 200.35  
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CIN: 130048106900025

900709 1300481069-0001 826.43  
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CIN: 130048106900028

900710 1300524889 406.95  
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MOD 01 Funding 2559719.89  
Cumulative Funding 2560719.89

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MOD 02 Funding 0.00  
Cumulative Funding 2560719.89

MOD 03

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AC 1751506 Y1CH 251 00019 0 050120 2D 000000 A10003046163		
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CIN: 130052430600023		
900004	1300524306-0001	262.65
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130052430600024		
900005	1300524306-0001	647.27
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CIN: 130052430600025		
900006	1300524306-0001	2024.18
LLA :		
AG 1751506 Y1CH 251 00019 0 050120 2D 000000 A50003046163		
CIN: 130052430600026		
900007	1300524306-0001	1391.18
LLA :		
AH 1751506 Y1CH 251 00019 0 050120 2D 000000 A60003046163		
CIN: 130052430600027		
900008	1300524306-0001	139.62
LLA :		
AJ 1751506 Y1CH 251 00019 0 050120 2D 000000 A70003046163		
CIN: 130052430600028		
900009	1300524306-0001	436.37
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CIN: 130052430600029		
900010	1300524306-0001	809.20
LLA :		
AL 1751506 Y1CH 251 00019 0 050120 2D 000000 A90003046163		
CIN: 130052430600030		
900101	1300524303-0001	1768.50
LLA :		
AM 1751506 Y5C8 251 00019 0 050120 2D 000000 A00003045960		
CIN: 130052430300017		
900102	1300524303-0001	1602.41
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AN 1751506 Y5C8 251 00019 0 050120 2D 000000 A10003045960		
CIN: 130052430300018		
900103	1300524303-0001	1098.59
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CIN: 130052430300019		
900104	1300524303-0001	749.75
LLA :		

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AQ 1751506 Y5C8 251 00019 0 050120 2D 000000 A30003045960  
CIN: 130052430300020

900105 1300524303-0001 647.73  
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900106 1300524303-0001 1437.47  
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AT 1751506 Y5C8 251 00019 0 050120 2D 000000 A60003045960  
CIN: 130052430300023

900108 1300524303-0001 54.88  
LLA :  
AU 1751506 Y5C8 251 00019 0 050120 2D 000000 A70003045960  
CIN: 130052430300024

900201 1300489585-0001 2400.00  
LLA :  
BR 1761319 Y7HS 251 00019 0 050120 2D 000000 A10002808023  
CIN: 130048958500005

900501 1300524889-0001 2400.00  
LLA :  
BS 97-11X8242 PRR4 251 00019 0 050120 2D 000000 A00003050579  
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MOD 03 Funding 22706.33  
Cumulative Funding 2583426.22

MOD 04

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LLA :  
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CH 1751506 Y1CH 251 00019 0 050120 2D 000000 A40003311660  
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CJ 1751506 Y1CH 251 00019 0 050120 2D 000000 A50003311660  
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LLA :  
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CIN: 130055429100013

710008 1300554291 22449.04

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CIN: 130055429100015

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CIN: 130055429100017

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CIN: 130055429100019

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LLA :  
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CIN: 130055423600001

710102 1300554236 227601.18

LLA :  
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CIN: 130055423600003

710103 1300554236 141228.78

LLA :  
CR 1761506 Y5C8 251 00019 0 050120 2D 000000 A20003311390  
CIN: 130055423600005

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LLA :  
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CIN: 130055423600007

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CT 1761506 Y5C8 251 00019 0 050120 2D 000000 A40003311390  
CIN: 130055423600009

710106 1300554236 116957.07

LLA :  
CU 1761506 Y5C8 251 00019 0 050120 2D 000000 A50003311390  
CIN: 130055423600011

710107 1300554236 78110.14

LLA :  
CV 1761506 Y5C8 251 00019 0 050120 2D 000000 A60003311390  
CIN: 130055423600013

710108 1300554236 125714.61

LLA :  
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CIN: 130055423600015

710109 1300554236 53877.69

LLA :  
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CIN: 130055423600018

710201 1300554578 308005.98

LLA :  
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CIN: 130055457800001

710202 1300554578 186264.97

LLA :  
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Cumulative Funding 6913726.31

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

**All the 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:**

### **TASK ORDER 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.

### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (Jul 1990)**

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \* zero (0) or the overtime premium is paid for work --
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
  - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

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

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

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

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

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

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor’s Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the [NAVAIR\\_SAAR.fct@navy.mil](mailto:NAVAIR_SAAR.fct@navy.mil) mailbox.

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

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

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

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

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

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

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the

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existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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

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

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

(e) Contracting restrictions.

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

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

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

[ X ] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

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

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

(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

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Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

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

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

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

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

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

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

**SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below or telework approved by the COR), 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 \_\_\_\_\_ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee (Required LOE - Expended LOE)/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

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effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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



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than restricted cost or pricing data), which is proprietary to the prime contractor.

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

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

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

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

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

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

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

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

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

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

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

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

(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

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

(c) The contractor agrees that during the first 12 months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract

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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)**

\*NAVAIR Clause 5252.237-9503 Ordering Procedures for Navy Marine Corps Intranet (NMCI) Services is in effect only for assets obtained in accordance with paragraphs (a) and (b) of this clause. Effective 01 October 2015, NMCI services will be provided by the Government.

(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 applicable NMCI/CoSC orders in accordance with Attachment J5 in Section J.

(e) See Attachment J5 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 J5 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.

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(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 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,



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	Stock Number					
WLPAXR138435	Latitude E6430	Dell	5YCP7Y1			\$1,814.24
WLPAXR142766	Latitude E6430	Dell	FQ4XDZ1			\$1,814.24
WLPAXR138439	Latitude E6430	Dell	5YBV7Y1			\$1,814.24
WLPAXR142762	Latitude E6430	Dell	FQ5WDZ1			\$1,814.24
WLPAXR138503	Unk	Dell	5Y7N7Y1			\$1,814.24
WLPAXR142770	Latitude E6430	Dell	FQ8YDZ1			\$1,814.24
WLPAXR142758	Latitude E6430	Dell	FQ3YDZ1			\$1,814.24
WLPAXR142798	Latitude E6430	Dell	1J62FZ1			\$1,814.24

(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".]

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE						

(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://www.dtic.mil/whs/directives> under publications. 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.

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## SECTION I CONTRACT CLAUSES

**CLAUSES SPECIFIED IN SECTION I OF THE SEAPORT-E BASIC CONTRACT ARE INCORPORATED INTO THIS ORDER, IF APPLICABLE**

### **52.216-1 TYPE OF CONTRACT (APR 1984)**

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

The following clauses are included by reference:

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

**52.204-2 SECURITY REQUIREMENTS (AUG 1996)**

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

**52.216-8 FIXED FEE (JUN 2011)**

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

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

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

The following clauses are incorporated by full text:

### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

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

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

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

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

### **52.244-2 SUBCONTRACTS (Oct 2010)**

(a) Definitions. As used in this clause—

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

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

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

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

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

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

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

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ N/A \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[Insert one or more Internet addresses]

#### **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 NAS Patuxent River, MD. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as

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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 [insert address]. All losses are to have the permanent badges returned to [insert address] on the last day of the individual's task requirement.

\*\*In place of the Locator Form, the Contractor shall fill out their information on the following website:

<https://basics.navair.navy.mil>

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

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

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

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

**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)**

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

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

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

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

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

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software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

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

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>)).

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)	<u>Physical and Environmental Protection</u>	SC-7
AC-6	AU-7			SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9		IR-2	PE-3
AC-17(2)	<u>Configuration Management</u>	IR-4	PE-5	SC-28
AC-18(1)		IR-5	<u>Program Management</u>	
AC-19	CM-2	IR-6		PM-10
AC-20(1)	CM-6			
AC-20(2)	CM-7			
AC-22	CM-8	<u>Maintenance</u>		SI-2
		MA-4(6)		

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		MA-5	<u>Risk Assessment</u>	SI-3
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>	MA-6	RA-5	SI-4
AT-2	CP-9			

Legend:

AC: Access Control	MA: Maintenance
AT: Awareness and Training	MP: Media Protection
AU: Auditing and Accountability	PE: Physical & Environmental Protection
CM: Configuration Management	PM: Program Management
CP: Contingency Planning	RA: Risk Assessment
IA: Identification and Authentication	SC: System & Communications Protection
IR: Incident Response	SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

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(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

## **252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially 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.

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or 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,

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test, or similar work was specified as an element of performance;

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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

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



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(3) *Limited rights.*

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

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

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

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

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

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has

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released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

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(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

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.

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(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) “Developed” means that—

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

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

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

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

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

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

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

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

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

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so.

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

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

(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) and (vi) of this clause;

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

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

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

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

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

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or

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components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

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



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(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 developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

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

(3) *Restricted rights.*

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

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

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

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

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall

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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 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:

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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 transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

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

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

**RESTRICTED RIGHTS**

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 \_\_\_\_\_

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

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

**SPECIAL LICENSE RIGHTS**

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

(End of legend)

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

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

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

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

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

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(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 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.

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(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.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment\_J1\_Organizational\_Conflict\_of\_Interest\_List

Attachment\_J2\_Contract\_Security\_Classification\_Specification\_Form(DD254) (Finalized updated in Mod 01)

Attachment\_J3\_Task\_Order\_Ceiling\_Spreadsheet\_Mod\_04

Attachment\_J4\_Surveillance\_Activity\_Checklist(SAC)

Attachment\_J5\_RESERVED

Attachment\_J6\_RESERVED

Attachment\_J7\_Cyber\_Security\_Plan Updated as of Mod 01

Attachment\_J8\_Cyber\_Security\_Implementation\_Plan Updated as of Mod 01

Attachment\_J9\_Software\_Access

Attachment\_J10\_RESERVED

CDRL\_A001 Updated as of Mod 01

CDRL\_A002 Updated as of Mod 01

CDRL\_A003 RESERVED

CDRL\_A004 Updated as of Mod 01

CDRL\_A005 Updated as of Mod 01