

2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 29-Jan-2015	4. REQUISITION/PURCHASE REQ. NO. 1300472729, 1300473204, 1300473272, 1300	5. PROJECT NO. (If applicable) N/A
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6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 george.rivers@navy.mil 301-757-9784	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOWHEAD SCIENCE AND TECHNOLOGY LLC 4900 Seminary Road, Suite 1000 Alexandria VA 22311-1858	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5651-M803
	10B. DATED (SEE ITEM 13) 15-Jan-2014

CAGE CODE 4N7W2	FACILITY CODE
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) See Page 2.

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marquita J Davis, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY /s/Marquita J Davis (Signature of Contracting Officer)
	16C. DATE SIGNED 29-Jan-2015

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## GENERAL INFORMATION

Continuation of Block 13D: Pursuant to the authority of FAR part 52.217-9 "Option to Extend the Term of the Contract", FAR part FAR 52.232-22 "Limitation of Funds", and DFARS 5252.232-9104 "Allotment of Funds".

The purpose of this modification to N00178-08-D-5651-M803 are to:

1) Exercise Option Period I CLINs 7101, 7102, 7103, 7105, 9101, 9102, 9103, and 9105.

2) Incrementally fund the Option Period 1 CLINs as follows:

Labor 710101	██████████	AR
Labor 710201	██████████	AQ
Labor 710301	██████████	AP
Labor 710302	██████████	AS
Labor 710303	██████████	AT
Labor 710304	██████████	AU
Labor 710305	██████████	AW
Labor 710306	██████████	AX
ODC 910101	██████████	AR
ODC 910201	██████████	AQ
ODC 910301	██████████	AP
ODC 910302	██████████	AS
TRAVEL 910303	██████████	AV
NMCI 910501	██████████	AP
NMCI 910502	██████████	AQ
NMCI 910503	██████████	AR
NMCI 910504	██████████	AS
NMCI 910505	██████████	AW
NMCI 910506	██████████	AX

Note: The Government has not exercised APN Option Year 1 CLINs 7100 and 9100. Therefore, the contractor is not authorized to incur costs or perform work that is designated as APN funded under CLINs 7100 and 9100 work in accordance with the task order.

Accordingly, said task order is modified as follows:

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710101	O&MN,N	0.00	[REDACTED]	[REDACTED]
710201	RDT&E	0.00	[REDACTED]	[REDACTED]
710301	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
710302	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
710303	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
710304	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
710305	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
710306	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910101	O&MN,N	0.00	[REDACTED]	[REDACTED]
910201	RDT&E	0.00	[REDACTED]	[REDACTED]
910301	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910302	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910303	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910501	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910502	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910503	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910504	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910505	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
910506	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7101	0.00	[REDACTED]	[REDACTED]
7102	0.00	[REDACTED]	[REDACTED]
7103	0.00	[REDACTED]	[REDACTED]
7105	0.00	0.00	0.00
9101	0.00	[REDACTED]	[REDACTED]
9102	0.00	[REDACTED]	[REDACTED]
9103	0.00	[REDACTED]	[REDACTED]
9105	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From	To

Except as modified herein, all other terms and conditions of said task order remain unchanged and in full force and effect.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)	1.0	LO	\$0.00	\$0.00	\$0.00
4001	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3 included in Section C. (OM&N) (O&MN,N)	1.0	LO	██████████	██████████	██████████
400101	R408	Funding in support of CLIN 4001 (O&MN,N)					
400102	R408	Funding in support of CLIN 4001 (O&MN,N)					
400103	R408	Funding in support of CLIN 4001 (O&MN,N)					
4002	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)	1.0	LO	\$0.00	\$0.00	\$0.00
4003	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
400301	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400302	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400303	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400304	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400305	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400306	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400307	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400308	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400309	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400310	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400311	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400312	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400313	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
400314	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)					
4004	R408	Base Period: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
400401	R408	Funding in support of CLIN 4004 (Fund Type - OTHER)					
4005	R408	Base Period: Increased Capacity, ██████ Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option(OCF) (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
4006	R408	Base Period: CDRLs, Technical data and reports. SOW paragraph 6.0; Not Separately Priced (NSP). (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base Period: Travel & Material - ODCs in support of CLIN 4000. SOW paragraph 5.0-5.2. (APN) (APN)	1.0	LO	██████████
6001	R408	Base Period: Travel & Material - ODCs in support of CLIN 4001. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)	1.0	LO	██████████
600101	R408	Funding in support of CLIN 4001 (O&MN,N)			
600102	R408	Funding in support of CLIN 4001 (O&MN,N)			
6002	R408	Base Period: Travel & Material - ODCs in support of CLIN 4002. SOW paragraph 5.0-5.2. (RDT&E) (RDT&E)	1.0	LO	██████████
6003	R408	Base Period: Travel & Material - ODCs in support of CLIN 4003 and CLIN 4004. SOW paragraph 5.0-5.2. (OCF) (Fund Type - OTHER)	1.0	LO	██████████
600301	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600302	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600303	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600304	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600305	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600306	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600307	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600308	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600309	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600310	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600311	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
600312	R408	Funding in support of CLIN 4003 (Fund Type - OTHER)			
6004	R408	Base Period: Increased Capacity ODCs, █████ SOW paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)	1.0	LO	██████████
6005	R408	Base Period: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO	██████████
600501	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600502	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600503	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600504	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600505	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600506	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600507	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600508	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600509	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			
600510	R408	Funding in support of NMCI-ODCs (Fund Type - OTHER)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R408	Option Period I: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)  Option	1.0	LO	██████████	██████████	██████████
7101	R408	Option Period I: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		included in Section C. (OM&N) (O&MN,N)					
710101	R408	Funding in support of CLIN 7101 (O&MN,N)					
7102	R408	Option Period I: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)	1.0	LO	██████████	██████████	██████████
710201	R408	Funding in support of CLIN 7102 (RDT&E)					
7103	R408	Option Period I: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
710301	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710302	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710303	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710304	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710305	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
710306	R408	Funding in support of CLIN 7103 (Fund Type - OTHER)					
7104	R408	Option Period I: Increased Capacity, █████ Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)  Option	1.0	LO	██████████	██████████	██████████
7105	R408	Option Period I: CDRLs, Technical data and reports. SOW paragraph 6.0, Not Separately Priced (NSP). (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
7200	R408	Option Period II: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)  Option	1.0	LO	██████████	██████████	██████████
7201	R408	Option Period II: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3 included in Section C. (OM&N) (O&MN,N)	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7202	R408	Option Period II: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)	1.0	LO	██████████	██████████	██████████
		Option					
7203	R408	Option Period II: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					
7204	R408	Option Period II: Increased capacity, ██████ Services in accordance with the SOW paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					
7205	R408	Option Period II: CDRLs, Technical data and reports. SOW paragraph 6.0, Not Separately Priced (NSP). (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7300	R408	Option Period III: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)	1.0	LO	██████████	██████████	██████████
		Option					
7301	R408	Option Period III: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3 included in Section C. (OM&N) (O&MN,N)	1.0	LO	██████████	██████████	██████████
		Option					
7302	R408	Option Period III: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)	1.0	LO	██████████	██████████	██████████
		Option					
7303	R408	Option Period III: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7304	R408	Option Period III: Increased Capacity, [REDACTED] Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)  Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7305	R408	Option Period III: CDRLs, Technical data and reports. SOW paragraph 6.0, Not Separately Priced (NSP). (Fund Type - OTHER)  Option	1.0	LO	\$0.00	\$0.00	\$0.00
7400	R408	Option Period IV: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.2 and 3.3.2 included in Section C. (APN) (APN)  Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7401	R408	Option Period IV: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.3 and 3.3.3 included in Section C. (OM&N) (O&MN,N)  Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7402	R408	Option Period IV: Services in accordance with the Statement of Work (SOW) paragraphs 3.2.1 and 3.3.1 included in Section C. (RDT&E) (RDT&E)  Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7403	R408	Option Period IV: Services in accordance with the Statement of Work (SOW) paragraphs 3.4.1 through 3.4.6 included in Section C. (OCF) (Fund Type - OTHER)  Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7404	R408	Option Period IV: Increased Capacity, [REDACTED] Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)  Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7405	R408	Option Period IV: CDRLs, Technical data and reports. SOW paragraph 6.0, Not Separately Priced (NSP). (Fund Type - OTHER)  Option	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R408	Option Period I: Travel & Material - ODCs in support of CLIN 7100. SOW paragraph 5.0-5.2. (APN) (APN)  Option	1.0	LO	██████████
9101	R408	Option Period I: Travel & Material - ODCs in support of CLIN 7101. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)	1.0	LO	██████████
910101	R408	Funding in support of CLIN 9101 (O&MN,N)			
9102	R408	Option Period I: Travel & Material - ODCs in support of CLIN 7102. SOW paragraph 5.0-5.2. (RDT&E) (RDT&E)	1.0	LO	██████████
910201	R408	Funding in support of CLIN 9102 (RDT&E)			
9103	R408	Option Period I: Travel & Material - ODCs in support of CLIN 7103. SOW paragraph 5.0-5.2. (OCF) (Fund Type - OTHER)	1.0	LO	██████████
910301	R408	Funding in support of CLIN 9103 (Fund Type - OTHER)			
910302	R408	Funding in support of CLIN 9103 (Fund Type - OTHER)			
910303	R408	Funding in support of CLIN 9103 (Fund Type - OTHER)			
9104	R408	Option Period I: Increased Capacity, ██████ Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. (Fund Type - OTHER)  Option	1.0	LO	██████████
9105	R408	Option Period 1: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO	██████████
910501	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910502	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910503	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910504	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910505	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
910506	R408	Funding in support of CLIN 9105 (Fund Type - OTHER)			
9200	R408	Option Period II: Travel & Material- ODCs in support of CLIN 7200. SOW paragraph 5.0-5.2. (APN) (APN)  Option	1.0	LO	██████████
9201	R408	Option Period II: Travel & Material - ODCs in support of CLIN 7201. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)  Option	1.0	LO	██████████
9202	R408	Option Period II: Travel & Material - ODCs in support of CLIN 7202. SOW paragraph 5.0 -5.2 (RDT&E) (RDT&E)  Option	1.0	LO	██████████
9203	R408	Option Period II: Travel & Material - ODCs in support of CLIN 7203. SOW paragraph 5.0-5.2 (OCF) (Fund Type - OTHER)	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9204	R408	Option Period II: Increased Capacity, [REDACTED] Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			
9205	R408	Option Period II: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			
9300	R408	Option Period III: Travel & Material - ODCs in support of CLIN 7300. SOW paragraph 5.0-5.2. (APN) (APN)	1.0	LO	[REDACTED]
		Option			
9301	R408	Option Period III: Travel & Material - ODCs in support of CLIN 7301. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)	1.0	LO	[REDACTED]
		Option			
9302	R408	Option Period III: Travel & Material - ODCs in support of CLIN 7302. SOW paragraph 5.0-5.2. (RDT&E) (RDT&E)	1.0	LO	[REDACTED]
		Option			
9303	R408	Option Period III: Travel & Material - ODCs in support of CLIN 7303. SOW paragraph 5.0-5.2. (OCF) (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			
9304	R408	Option Period III: Increased Capacity, [REDACTED] Service in accordance with the Statement of Work (SOW) paragraphs 3.1 through 3.4. Option (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			
9305	R408	Option Period III: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			
9400	R408	Option Period IV: Travel & Material- ODCs in support of CLIN 7400. SOW paragraph 5.0-5.2. (APN) (APN)	1.0	LO	[REDACTED]
		Option			
9401	R408	Option Period IV: Travel & Material - ODCs in support of CLIN 7401. SOW paragraph 5.0-5.2. (O&M,N) (O&MN,N)	1.0	LO	[REDACTED]
		Option			
9402	R408	Option Period IV: Travel & Material - ODCs in support of CLIN 7402. SOW paragraph 5.0-5.2. (RDT&E) (RDT&E)	1.0	LO	[REDACTED]
		Option			
9403	R408	Option Period IV: Travel & Material - ODCs in support of CLIN 7403. SOW paragraph 5.0-5.2. (OCF) (Fund Type - OTHER)	1.0	LO	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9404	R408	Option Period IV: Increased Capacity ODCs, [REDACTED] Services in accordance with the SOW paragraphs 3.1 through 3.4. (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			
9405	R408	Option Period IV: NMCI - Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			

**The Government has revised Section B Schedule of Services and Prices of this RFP given decision to allocate a portion of the labor hours originally allotted to CLIN 4003 for the categories of "FMS Senior Program Analyst" and "FMS Program Analyst" during the base period of performance to a separate labor CLIN to accommodate operational requirements and projected funding availability. The period of performance for the revised CLIN 4004 will run from 1 July 2014 through 14 January 2015.**

#### **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.

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

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

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

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

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

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\* To be incorporated and completed at the Task Order Level, as appropriate.

**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.

(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.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Section C - Descriptions and Specifications

Items 4000-4005, Option Items 7100-7104, 7200-7204, 7300-7304, and 7400-7404 - The Contractor shall provide the services in accordance with the below Statement of Work for Small Tactical Unmanned Aircraft Systems (STUAS) Program Support.

Items 4006, Option Items 7105, 7205, 7305, and 7405 - The Contractor shall provide data in accordance with the below Statement of Work and CDRLs (Exhibit A) for STUAS Program Support.

Items 6000-6004, Option items 9100-9104, 9200-9204, 9300-9304, and 9400-9404 - The Contractor shall Provide ODC's in accordance with the below Statement of Work for STUAS Program Support.

Items 6005, 9105, 9205, 9305, and 9405 - The Contractor shall provide NMCI seats in accordance with Attachment J6, and Clauses 5252.237-9503 "Ordering Procedures for Navy Marine Corps Intranet Services" and 5252.245-9500 "Government Property for the Performance of this Contract"

### PMA-263 SMALL TACTICAL UNMANNED AIRCRAFT SYSTEMS (UAS) STATEMENT OF WORK

#### 1.0 INTRODUCTION

This statement of work (SOW) defines the tasks to be performed by the vendor in providing program management services necessary to support the Navy and Marine Corps Small Tactical Unmanned Aircraft System (UAS) program office. The Navy and Marine Corps Small Tactical UAS provides Maritime and Littoral Intelligence, Surveillance, and Reconnaissance (ISR) capabilities to operational U.S. Naval Forces and coalition partners via Foreign Military Sales (FMS). The program offices supported by this requirement are responsible for managing all efforts related to the development, test, evaluation, acquisition, production, maintenance, technical documentation, training, and logistics.

#### 2.0 SCOPE OF WORK

This is a Cost-Plus-Fixed-Fee (CPFF) contract. Multiple programs are supported by this contract. The effort to support these programs is outlined below. The contractor shall provide technical support services to the Integrated Product Teams (IPT) through all acquisition phases of naval aircraft, including research, design, development, and engineering; procurement and production; test and evaluation (T&E); training facilities and equipment; repair and modification; and in-service engineering and logistics support. The contractor shall provide the required levels of experience and qualifications in program/project administration; integral and technical financial, acquisition, configuration; production, budgeting, requirements, technical, systems engineering, logistics, and administrative support to UAS IPTs.

#### 3.0 REQUIREMENTS

The SOW for this task order is laid out in paragraph format in order to facilitate tracking and task identification. General Support Requirements will be addressed initially, and then program specific tasks will be stated. The contractor will perform tasks to support the UAS IPTs in various stages of their acquisition life cycle, from development to sustainment. Technical support tasks, documentation and products shall be provided in accordance with the SOW.

##### 3.1 General Support Requirements

3.1.1 Electronic Capabilities. The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government IT environment through the security classification of Secret. Current environment includes, but is not limited to the following:

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Microsoft Windows XP/Windows7

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

Microsoft Office Access 2007

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

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

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

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

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

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

3.1.1.1 Maintain the ability to interface with and transfer data to and from PMA-263's software applications and future upgraded versions.

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

3.1.1.3 Assist in performance of maintaining real-time communications, both voice and data transfer capabilities with PMA 263 during working hours whether at Contractor work site, the Program Office, or on travel.

3.1.2 Graphics Capabilities: The Contractor shall assemble, organize, and edit technical material for presentations.

3.1.3 Documentation: The Contractor shall provide technical recommendations for program documentation in accordance with DOD 5000.2 and DOD 5000.2R.

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

3.1.5 Facilities: Approximately 65 percent of work will be performed at Government site and 35 percent of work to be performed at Contractor site. The Contractor shall locate and secure conference room facilities, seating an estimated group of 10, for conducting meetings at the classification level of Secret.

### 3.2 RQ-21A Small Tactical Unmanned Aircraft System (STUAS) Tasking:

RQ-21A provides persistent Intelligence, Surveillance, and Reconnaissance (ISR) support for tactical level maneuver decisions and unit level force defense/force protection for Navy ships and Marine Corps land forces. This system fills the ISR capability shortfalls identified by the Navy Small Tactical Unmanned Aircraft System (STUAS) and Marine Corps Tier II UAS efforts. Consisting of three air vehicles, one ground control station, three payloads, and associated launch, recovery and support equipment, this system will support the Navy missions, including building the Recognized Maritime Picture, Maritime Security Operations, Maritime Interdiction Operations, and support of Navy units operating from sea/shore in the Overseas Contingency Operations (OCO), and the Marine Corps close range UAS, enabling enhanced decision-making and improved integration with ground schemes of maneuver. The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support for the RQ-21A integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

#### 3.2.1 Research Development Test and Evaluation RDT&E Tasking -The contractor shall:

3.2.1.1 Analyze and evaluate existing systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data for the RQ-21A program.

3.2.1.2 Provide analysis and review of current capabilities, shortfalls of existing system, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of RQ-21A development.

3.2.1.3 Provide systems engineering, independent assessments, data and recommendations for the RQ-21A program.

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3.2.1.4 Evaluate technical directives for applicability to RQ-21A program. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

3.2.1.5 Evaluate, investigate, and provide alternatives for RQ-21A concept development, design reviews, and engineering development.

3.2.1.6 Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in Engineering and Manufacturing Development to support the RQ-21A Initial Operating Capability.

3.2.1.7 Conduct studies pertaining to evaluation and analysis of the RQ-21A system performance.

3.2.1.8 Investigate system problems or failures of the RQ-21A system while in the R&D phase. Conduct investigative system analysis of the impact of performance changes to the overall weapon system relative to performance, cost, equipment, and facilities.

3.2.1.9 Provide analysis and review of current RQ-21A capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.2.1.10 Identify RQ-21A integration requirements. Provide technical integration and software deliverables for commonality applications.

3.2.1.11 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of the RQ-21A System.

3.2.1.12 Perform programmatic support services for the RQ-21A program to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support test and integration efforts. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RQ-21A test activities. Provide technical input to support the preparation or revision of developmental related acquisition documentation.

3.2.1.13 Provide acquisition support services for the RQ-21A program, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

3.2.1.14 Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony for the RQ-21A program while in the RDT&E phase.

3.2.1.15 Provide technical support of the risk management process for the RQ-21A program, including identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

3.2.1.16 Provide acquisition support of RQ-21A program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items related to the RDT&E phase of the program. Technical services will be provided to ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all test GFE and GFI assets in support of developmental efforts.

3.2.1.17 Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts for the RQ-21A program.

### [3.2.2 Aircraft Procurement, Navy \(APN\) Tasking](#)

The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated



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Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the RQ-21A program:

3.2.2.1 Provide analysis and technical recommendations for acquisition strategy and technical solutions as it applies to the RQ-21A production acceptance process. Evaluate technical directives for applicability to the RQ-21A production activities.

3.2.2.2 Recommend, review, and evaluate RQ-21A program production documentation for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

3.2.2.3 Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the RQ-21A production items. Investigate program problems and failures during production.

3.2.2.4 Provide technical input to RQ-21A production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts.

3.2.2.5 Perform production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control. Investigate program problems and failures during the RQ-21A production phase.

Provide production analysis of operations. Provide review and evaluation of production design data and documentation during the RQ-21A production phase.

3.2.2.6 Support technical reviews, evaluate results and provide recommendations to the program during RQ-21A production activities.

3.2.2.7 Integrate Environmental, Safety and Occupational Health (ESOH) requirements within the RQ-21A production phase.

3.2.2.8 Provide technical input to RQ-21A production schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk.

3.2.2.9 Review, provide analysis and recommendations concerning development of product performance requirements and participate in Technical Design Reviews. Assist in the preparation of ECP packages.

3.2.2.10 Monitor and report on the prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in RQ-21A production activities.

3.2.2.11 Review, analyze and assess validity of acceptance test criteria and results, processes, and documentation.

### 3.2.3 Operation and Maintenance (OM&N) Tasking

3.2.3.1 Conduct RQ-21A performance tracking and analysis of fleet systems.

3.2.3.2 Provide changes and updates to existing RQ-21A technical manuals and publications, to include fleet operational discovered discrepancies.

3.2.3.3 Provide life cycle, operations, and sustainment cost analyses for the RQ-21A program's APML and IPT lead.

3.2.3.4 Conduct management analysis of the impact on RQ-21A Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

3.2.3.5 Provide configuration management and data management support for the RQ-21A program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

3.2.3.6 Support technical reviews, evaluate results and provide recommendations to the RQ-21A program manager.

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3.2.3.7 Integrate Environmental, Safety and Occupational Health (ESOH) requirements for the RQ-21A program with the DoD acquisition process.

3.2.3.8 Provide RQ-21A schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk for sustainment activities.

3.2.3.9 Review, provide analysis and recommendations concerning development of RQ-21A product performance requirements and participate in Technical Design Reviews and the preparation of ECP packages. Monitor and report on technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement.

3.2.3.10 Collect, compile and analyze RQ-21A financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

3.2.3.11 Consolidate, organize, maintain, and modify RQ-21A acquisition, budgetary, program execution, and contractual status information.

3.2.3.12 Assist in preparing and maintaining the Master Government Furnished Equipment Lists (MGFEL) for the RQ-21A program.

3.2.3.13 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference room and resolve scheduling conflicts.

3.2.3.14 Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

### 3.3 RQ-7B UAS Shadow Tasking:

RQ-7B UAS Shadow provides dedicated Reconnaissance, Surveillance and Target Acquisition (RSTA), Intelligence, Battle Damage Assessment (BDA) and Force Protection. The RQ-7B provides critical battlefield intelligence and targeting information in the rapid cycle time required for success at the tactical level. RQ-7B consists of four air vehicles, (each configured with an EO/IR sensor payload), launcher and ground control and support equipment including: power generation, communications equipment, automated recovery equipment, remote video terminals, vehicle mounted shelters, and High Mobility Multipurpose Wheeled Vehicles with trailer(s). Each system is equipped with one Maintenance Section Multifunctional Vehicle and is supported by a Mobile Maintenance facility.

The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support for the RQ-7B integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations to support the IPT.

#### 3.3.1 RDT&E Tasking - The Contractor Shall:

3.3.1.1 Analyze and evaluate existing systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data for the RQ-7B program.

3.3.1.2 Provide analysis and review of current capabilities, shortfalls of existing system, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of RQ-7B development.

3.3.1.3 Provide systems engineering, independent assessments, data and recommendations for the RQ-7B program.

3.3.1.4 Evaluate technical directives for applicability to RQ-7B program. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

3.3.1.5 Evaluate, investigate, and provide alternatives for RQ-7B concept development, design reviews, and

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engineering development.

3.3.1.6 Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in Engineering and Manufacturing Development to support the RQ-7B Initial Operating Capability.

3.3.1.7 Conduct studies pertaining to evaluation and analysis of the RQ-7B system performance.

3.3.1.8 Investigate system problems or failures of the RQ-7B system while in the R&D phase. Conduct investigative system analysis of the impact of performance changes to the overall weapon system relative to performance, cost, equipment, and facilities.

3.3.1.9 Provide analysis and review of current RQ-7B capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.3.1.10 Identify RQ-7B integration requirements. Provide technical integration and software deliverables for commonality applications.

3.3.1.11 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of the RQ-7B system.

3.3.1.12 Perform programmatic support services for the RQ-7B program to include analysis of contractor's cost data and current burn rates against fiscal/funding constraints to support test and integration efforts. Collect, compile and analyze test activities and cost data for incorporation into team work plans, data calls, and supporting financial documentation in support of RQ-7B test activities. Provide technical input to support the preparation or revision of developmental related acquisition documentation.

3.3.1.13 Provide acquisition support services for the RQ-7B program, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

3.3.1.14 Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony for the RQ-7B program while in the RDT&E phase.

3.3.1.15 Provide technical support of the risk management process for the RQ-7B program, including identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

3.3.1.16 Provide acquisition support of RQ-7B program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items related to the RDT&E phase of the program. Technical services will be provided to ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all test GFE and GFI assets in support of developmental efforts.

3.3.1.17 Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts for the RQ-7B program.

### 3.3.2 APN Tasking

The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the RQ-7B program:

3.3.2.1 Provide analysis, technical advice and technical recommendations for acquisition strategy and technical solutions as it applies to the RQ-7B production acceptance process. Evaluate technical directives for applicability to

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the RQ-7B production activities.

3.3.2.2 Recommend, review, and evaluate RQ-7B program production documentation for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

3.3.2.3 Support preparation, test and technical evaluation of engineering changes to correct deficiencies in the RQ-7B production item. Investigate program problems and failures during production.

3.3.2.4 Provide technical input to RQ-7B production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts.

3.3.2.5 Perform production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control. Investigate program problems and failures during the RQ-7B production phase.

3.3.2.6 Provide production analysis of operations. Provide review and evaluation of production design data and documentation during the RQ-7B production phase.

3.3.2.7 Support technical reviews, evaluate results and provide recommendations to the program during RQ-7B production activities.

3.3.2.8 Integrate Environmental, Safety and Occupational Health (ESOH) requirements within the RQ-7B production phase.

3.3.2.9 Provide technical input to RQ-7B production schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk.

3.3.2.10 Review, provide analysis and recommendations concerning development of product performance requirements and participate in Technical Design Reviews. Assist in the preparation of ECP packages.

3.3.2.11 Monitor and report on the prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in RQ-7B production activities.

3.3.2.12 Review, analyze and assess validity of acceptance test criteria and results, processes, and documentation.

3.3.3 O&MN Tasking - The Contractor Shall:

3.3.3.1 Conduct RQ-7B performance tracking and analysis of fleet systems.

3.3.3.2 Provide changes and updates to existing RQ-7B technical manuals and publications, to include fleet operational discovered discrepancies.

3.3.3.3 Provide life cycle, operations, and sustainment cost analyses for the RQ-7B program's APM and IPT lead.

3.3.3.4 Conduct management analysis of the impact on RQ-7B Life Cycle and Total Ownership Costs (TOC), maintenance task analysis, provisioning computations, and technical documentation.

3.3.3.5 Provide configuration management and data management support for the RQ-7B program. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

3.3.3.6 Support technical reviews, evaluate results and provide recommendations to the RQ-7B program manager.

3.3.3.7 Integrate Environmental, Safety and Occupational Health (ESOH) requirements for the RQ-7B program with the DoD acquisition process.

3.3.3.8 Provide RQ-7B schedule development and tracking, as well as recommendations on how to reduce cost and

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schedule risk for sustainment activities.

3.3.3.9 Review, provide analysis and recommendations concerning development of RQ-7B product performance requirements and participate in Technical Design Reviews and the preparation of ECP packages. Monitor and report on technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement.

3.3.3.10 Collect, compile and analyze RQ-7B financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

3.3.3.11 Consolidate, organize, maintain, and modify RQ-7B acquisition, budgetary, program execution, and contractual status information.

3.3.3.12 Assist in preparing and maintaining the Master Government Furnished Equipment Lists (MGFEL) for the RQ-7B program.

3.3.3.13 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference room and resolve scheduling conflicts.

3.3.3.14 Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

#### 3.4 Other Customer Tasking:

Other customer funds includes funding from multiple services, as well as Foreign Military Sales (FMS) case and administrative funds. The contractor shall support Technical and Programmatic staffs funded by other customers. Support will include Systems Engineering Analysis and Evaluation, Test/Evaluation/Demonstration execution; Design Documentation Execution and Tracking; Acquisition Document Development and Tracking; Acquisition Logistics; and Program Management Support.

#### 3.4.1 United States Marine Corps (USMC) Other Customers (OC) RDT&E Tasking - The Contractor shall:

3.4.1.1 Analyze and evaluate existing systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data.

3.4.1.2 Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.4.1.3 Provide systems engineering, independent assessments, data and recommendations.

3.4.1.4 Evaluate technical directives for applicability. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

3.4.1.5 Evaluate, investigate, and provide alternatives for concept development, design reviews, and engineering development.

3.4.1.6 Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in System Design and Development to support Initial Operating Capability.

3.4.1.7 Conduct studies pertaining to evaluation and analysis of the system performance.

3.4.1.8 Investigate system problems or failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities.

3.4.1.9 Provide analysis and review of current capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

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3.4.1.10 Identify integration requirements. Provide technical integration and software deliverables for commonality applications.

3.4.1.11 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of an end item.

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

3.4.1.13 Provide acquisition support services, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.

3.4.1.14 Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony.

3.4.1.15 Provide technical support of the risk management process, including identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

3.4.1.16 Provide acquisition support of program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items related to the RDT&E phase of the program. Technical services will be provided to ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all test GFE and GFI assets in support of developmental efforts.

3.4.1.17 Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts.

#### 3.4.2 United States Marine Corps (USMC) OC Procurement Tasking

The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the UAS IPT's Marine Corps customers:

3.4.2.1 Provide analysis, technical advice and technical recommendations for acquisition strategy and technical solutions as it applies to the IPT production acceptance process. Evaluate technical directives for applicability to the IPT production activities.

3.4.2.2 Recommend, review, and evaluate IPT production documentation for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

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

3.4.2.4 Provide technical input to the IPT production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts.

3.4.2.5 Perform production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control. Investigate program problems and failures during IPT production phase.

3.4.2.6 Provide production analysis of operations. Provide review and evaluation of production design data and

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documentation during the IPT production phase.

3.4.2.7 Support technical reviews, evaluate results and provide recommendations to the program during IPT production activities.

3.4.2.8 Integrate Environmental, Safety and Occupational Health (ESOH) requirements with the IPT production phase.

3.4.2.9 Provide technical input to IPT production schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk.

3.4.2.10 Review, provide analysis and recommendations concerning development of product performance requirements and participate in Technical Design Reviews. Assist in the preparation of ECP packages.

3.4.2.11 Monitor and report on the prime contractor's technical progress, cost, schedule, alternative and work around procedures, provide data based on the findings, and recommend options for improvement in IPT production activities.

3.4.2.12 Review, analyze and assess validity of acceptance test criteria and results, processes, and documentation.

### 3.4.3 United States Marine Corps (USMC) O&M, Marine Corp (MC) Tasking

The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support to the UAS integrated product team (IPT) Marine Corps customers. The contractor shall provide Program Management, Systems Engineering, Logistics, Training and Training Support, independent assessments, data, and recommendations to support Marine Corps customers. The Contractor shall perform the following efforts on an ongoing basis:

3.4.3.1 Conduct performance tracking and analysis of fleet systems.

3.4.3.2 Provide life cycle, operations, and sustainment cost analyses to the UAS programs APML and IPT lead.

3.4.3.3 Provide configuration management and data management support for the UAS programs. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

3.4.3.4 Support technical reviews, evaluate results and provide recommendations to the programs manager.

3.4.3.5 Consolidate, organize, maintain, and modify the UAS acquisition, budgetary, program execution, and contractual status information.

3.4.3.6 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference room and resolve scheduling conflicts.

3.4.3.7 Evaluate system integration, performance, supportability and quality of UAS installation aboard ships by working closely with IPT Lead and Engineering Staff.

3.4.3.8 Provide liaison between government and industry personnel during shipboard installations and de-installations of UAS.

3.4.3.9 Monitor all logistic support of UAS deployed assets.

3.4.3.10 Maintain accountability of all Governmental Furnished Equipment (GFE) necessary for ship deployment to include ordering, outfitting, tracking and maintenance.

3.4.3.11 Develop and disseminate weekly status reports on UAS deployments to both government and industry.

3.4.3.12 Provide analytical, technical, operational and administrative support on UAS training research, plans, development, implementation, coordination, and documentation requirements. Assist in the development and

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revision of manpower and training plans and programs. Coordinate with Naval forces and formal training institutions on UAS training for new and existing UAS platforms.

3.4.3.13 Provide Flight Training and familiarization of UAS units in Operation Enduring Freedom (OEF).

3.4.3.14 Assess situational awareness of Logistical support in OEF and other theaters of operation.

3.4.3.15 Conduct analysis of all UAS systems sustainment (status of usability).

3.4.3.16 Develop lessons learned from training provided to UAS Units.

3.4.3.17 Provide preliminary planning for Digital Data Link UAS Deployment.

3.4.3.18 Provide logistical support to Unmanned Systems Demonstration.

#### 3.4.4 OC, RDT&E but not limited to FMS, Coast Guard Tasking - The Contractor shall:

3.4.4.1 Analyze and evaluate existing systems and advanced technologies, review and analyze system design to ensure supportability and achievement of operational readiness, and provide technical support data.

3.4.4.2 Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.4.4.3 Provide systems engineering, independent assessments, data and recommendations.

3.4.4.4 Evaluate technical directives for applicability. Recommend, review and evaluate program documentation for technical accuracy and compliance with these directives. Provide analysis and technical advice.

3.4.4.5 Evaluate, investigate, and provide alternatives for concept development, design reviews, and engineering development.

3.4.4.6 Perform test and evaluation planning, monitoring, evaluation and reporting for programmatic milestones in System Design and Development to support Initial Operating Capability.

3.4.4.7 Conduct studies pertaining to evaluation and analysis of the system performance.

3.4.4.8 Investigate system problems or failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities.

3.4.4.9 Provide analysis and review of current capabilities, shortfalls of existing systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.4.4.10 Identify integration requirements. Provide technical integration and software deliverables for commonality applications.

3.4.4.11 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of an end item.

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

3.4.4.13 Provide acquisition support services, to include analyses of projected and actual systems costs for completion of development, test and integration efforts, potential product improvement initiatives, and strategies to support each alternative.



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3.4.4.14 Research, evaluate, and provide technical alternatives in response to Congressional, DoD, other Government agency, media or industry inquiries and audits, and for Congressional testimony.

3.4.4.15 Provide technical support of the risk management process, including identifying and mitigating problems that directly contribute to a risk area. Conduct trade studies or prepare technical papers to address program technical requirements, risks, issues, or plans.

3.4.4.16 Provide acquisition support of program data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI) and hardware/software configuration items related to the RDT&E phase of the program. Technical services will be provided to ensure inclusion of issues relating to system supportability and availability. Track, monitor, acquire and coordinate shipment and disposition of all test GFE and GFI assets in support of developmental efforts.

3.4.4.17 Provide program and project administrative support in the planning and definition of technology maturation activities; development and integration of shipboard interfaces; and test, evaluation, and demonstration efforts.

### 3.4.5 OC Procurement Tasking

The contractor shall support Technical staffs to accomplish production activities. Technical support will include Production Engineering; Production Acceptance and Test; Training Planning; Production Manufacturing; Integrated Logistics Support; and Quality Assurance. The contractor shall, on an ongoing basis, provide the following for the UAS IPT's other customers:

3.4.5.1 Provide analysis, technical advice and technical recommendations for acquisition strategy and technical solutions as it applies to the IPT production acceptance process. Evaluate technical directives for applicability to the IPT production activities.

3.4.5.2 Recommend, review, and evaluate IPT production documentation for technical accuracy. Draft and review production milestone documentation to ensure compliance with production activities.

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

3.4.5.4 Provide technical input to the IPT production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the program. Provide plans for maintenance engineering and logistics supportability efforts.

3.4.5.5 Perform production acceptance test and evaluation monitoring, and reporting for the program. Provide production and configuration control. Investigate program problems and failures during IPT production phase.

3.4.5.6 Provide production analysis of operations. Provide review and evaluation of production design data and documentation during the IPT production phase.

3.4.5.7 Support technical reviews, evaluate results and provide recommendations to the program during IPT production activities.

3.4.5.8 Integrate Environmental, Safety and Occupational Health (ESOH) requirements with the IPT production phase.

3.4.5.9 Provide technical input to IPT production schedule development and tracking, as well as recommendations on how to reduce cost and schedule risk.

3.4.5.10 Review, provide analysis and recommendations concerning development of product performance requirements and participate in Technical Design Reviews. Assist in the preparation of ECP packages.

3.4.5.11 Monitor and report on the prime contractor's technical progress, cost, schedule, alternative and work

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around procedures, provide data based on the findings, and recommend options for improvement in IPT production activities.

3.4.5.12 Review, analyze and assess validity of acceptance test criteria and results, processes, and documentation.

### 3.4.6 OC O&M Tasking

The Contractor shall provide program/project support; technical, configuration, and design review; budgetary, production, and acquisition support to the UAS integrated product team (IPT) other customers. The contractor shall provide Program Management, Systems Engineering, Logistics, Training and Training Support, independent assessments, data, and recommendations to support the other customers. The Contractor shall perform the following efforts on an ongoing basis:

3.4.6.1 Conduct performance tracking and analysis of fleet systems.

3.4.6.2 Provide life cycle, operations, and sustainment cost analyses to the UAS programs APML and IPT lead.

3.4.6.3 Provide configuration management and data management support for the UAS programs. The contractor shall utilize the NAVAIR configuration management system to provide statistics and metrics.

3.4.6.4 Support technical reviews, evaluate results and provide recommendations to the programs manager.

3.4.6.5 Consolidate, organize, maintain, and modify the UAS acquisition, budgetary, program execution, and contractual status information.

3.4.6.6 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference room and resolve scheduling conflicts.

3.4.6.7 Evaluate system integration, performance, supportability and quality of UAS installation aboard ships by working closely with IPT Lead and Engineering Staff.

3.4.6.8 Provide liaison between government and industry personnel during shipboard installations and de-installations of UAS.

3.4.6.9 Monitor all logistic support of UAS deployed assets.

3.4.6.10 Maintain accountability of all Governmental Furnished Equipment (GFE) necessary for ship deployment to include ordering, outfitting, tracking and maintenance.

3.4.6.11 Develop and disseminate weekly status reports on UAS deployments to both government and industry.

3.4.6.12 Provide analytical, technical, operational and administrative support on UAS training research, plans, development, implementation, coordination, and documentation requirements. Assist in the development and revision of manpower and training plans and programs. Coordinate with Naval forces and formal training institutions on UAS training for new and existing UAS platforms.

3.4.6.13 Provide Flight Training and familiarization of UAS units in OEF.

3.4.6.14 Assess situational awareness of Logistical support in OEF and other theaters of operation.

3.4.6.15 Conduct analysis of all UAS systems sustainment (status of usability).

3.4.6.16 Develop lessons learned from training provided to UAS Units.

3.4.6.17 Provide preliminary planning for Digital Data Link UAS Deployment.

3.4.6.18 Provide logistical support to Unmanned Systems Demonstration.

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#### 4.0 Security:

4.1 Only U.S. citizens may perform under this contract. All personnel must be able to obtain and maintain a clearance at the Secret level. All personnel required to work at the Government's site must, at a minimum, obtain an interim Secret Clearance prior to starting work at the Government's facility. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of Controlled Unclassified Information (CUI) and classified information, and to control distribution of CUI and classified information in accordance with all applicable documents listed below. The DoD Contract Security Classification Specification, DD Form 254 defines program specific security requirements. All controlled unclassified technical information shall be appropriately identified and marked as For Official Use Only in accordance with DoDM 5200.01 Vol 4 (Information Security Regulation) (Appendix 3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). The Contractor shall be responsible for ensuring all subcontractors implement Operations Security (OPSEC) Plan requirements, including the development and implementation of the any/all subcontractor OPSEC program(s).

4.2 The Contractor shall develop, implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with the DoD Manual 5220.22-M "National Industrial Security Program Operating Manual (NISPOM)" and DoD 5200.1-R Vol 4, Information Security Regulation. The DoD Contract Security Classification Specification, DD Form 254, Attachment J5, defines program specific security requirements. All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, classified equipment and materials and other equipment and materials.

4.3 The Contractor is required to provide Operations Security (OPSEC) protection for all classified information (as defined by FAR 4.402); and sensitive and technical information (as defined in Title 15, United States Code Section 278g-3 (d)(4)). Security policy, procedures and requirements for information are provided by DoD Manual 5220.22-M "National Industrial Security Program Operating Manual (NISPOM)." Use OPNAVINST 3432.1a and National Security Decision Directive (NSDD) 298 for the concept of OPSEC and apply the framework for telecommunications security in Defense Federal Acquisition Regulations Supplement (DFARS) Clause 252.239-7016, as appropriate. The Contractor will apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAV M-5510.36

4.4 The Contractor shall develop (or update, as applicable) the Program Protection Implementation Plan (PPIP) to ensure effective and efficient protection of essential program information, technologies and systems, and in accordance with Operational Security (OPSEC) requirements which will include (at a minimum):

- The Security Management structure.
- The CPI physical locations under the Contractor's or subcontractors' control.
- The vulnerability of the CPI under the Contractor's or subcontractors' control to intelligence collection in the following areas: Human Intelligence (HUMINT); Open Source Intelligence (OSINT); Signals Intelligence (SIGINT); Imagery Intelligence (IMINT); Computer Network Operations (CNO).
- Countermeasures at each site where CPI is held, from the following security domains (as applicable): physical security; personnel security; telecom and network security; application/systems development; cryptography; security architectures; operational security; network and IT access control.
- Any special handling procedures required for CPI, and procedures for recovering CPI in the event of a mishap. The Contractor shall address these procedures for all phases of the program, including (but not limited to): RDE&E; production; operations; maintenance; logistics; transportation; training; disposal.
- Procedures for ensuring compliance with U.S. Government export statutes and regulations.
- Procedures for public release of program information.

4.5 A Program Protection Implementation Plan (PPIP) shall be required (CDRL A004).

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

4.7 Contactor personnel who are seated on-site, who will use an NMCI computer, or any follow-on government directed computer system, or be required to access any DoD computer system, shall meet the security requirements

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to obtain and utilize a DoD Common Access Card (CAC) and certified Public Key Infrastructure (PKI) certification and encryption within 30 days of contract award.

4.8 The Contractor shall ensure that when transmitting FOUO, over non-secure e-mail (e.g. not connected to the NMCI network through Broadband Unclassified Remote Access System / Virtual Private network), those transmissions are encrypted using Department of Defense Public Key Infrastructure (DoD PKI), or an approved DOD External Certificate Authority (ECA), in accordance with DoD Instruction 8520.02, "Public Key Infrastructure (PKI) and Public Key (PK) Enabling," dated 24 May 2011.

4.9 The Contractor shall ensure that Contractor Owned and Operated Networks and Information Systems that process, store, display, manipulate, and/or transmit Unclassified Government Program technical data FOUO shall comply with the protective measures in accordance with DoD Directive Type Memorandum (DTM) 08-027, 31 July 2009, Security of Unclassified DoD Information on Non-DoD Information Systems. Contractor owned information systems that process, store, display, manipulate, and/or transmit classified Government information shall be certified and accredited by the appropriate Designated Approving Authority, Defense Security Service (DAA DSS).

4.10 Access to classified information is required. Base access shall be arranged through the Government Trusted Agent (TA) and Contracting Officer's Representative (COR). The contractor shall coordinate and provide a complete Contractor Base Access Request Form for access to any government installation to the TA.

4.11 Visit requests to military and government installations for classified or unclassified visits from subcontractors shall be sent via the prime contractor who will certify the need to know basis.

#### 5.0 Other Direct Costs (ODC):

ODCs are based on a per annum Not To Exceed (NTE) amount. The Contractor may be required to provide miscellaneous supplies and hardware for the publication of reports and dissemination; and other equipment, supplies and mailings in support of this effort through Other Direct Costs (ODC). All purchase of material requires COR approval. Material support to include transportation cost, supplies pertinent to contractor supported activity are deemed acceptable ODC. Only those material expenses having prior COR approval shall be reimbursed to the Contractor. This ODC guidance does not apply to NMCI.

#### 5.1 Travel:

Travel will be provided only when it is essential to the performance of the tasks detailed in the Labor section. Reimbursement for travel performed shall be in accordance with established Joint Travel Regulation rates. The COR shall approve all travel performed in support of this order prior to the commencement of the travel, with the exception of travel to destinations within the Arlington, VA vicinity, which do not require overnight accommodations. Travel may include general and administrative expenses, but shall not include profit. Travel to the following locations is anticipated during the period of performance: Washington DC; Hunt Valley, MD; San Diego, CA; Ridgecrest, CA; 29 Palms, CA; Camp Pendleton, CA; Rancho Bernardo, CA; China Lake, CA; Pt. Mugu, CA; Huntsville, AL; Eglin AFB, FL; Hill AFB, UT; Yuma, AZ; Tucson, AZ; Ft. Huachuca, AZ; Panama City, FL; Pensacola, FL; Jacksonville, FL; Orange Park, FL; Nellis AFB, NV; Mechanicsburg, PA; Reiglesville, PA; Bethpage, NY; Chicago, IL; Bingen, WA; Boston, MA; Cherry Pt., NC; Norfolk, VA; Quantico, VA; Salt Lake City, UT; St. Johns, Newfoundland; Sidney, Australia; Melbourne, Australia; Brussels, Belgium; Norway, Sweden; Paris, France; London, United Kingdom; Canada; Ankara, Turkey. The government may direct other travel as necessary to accomplish assigned tasking. Local travel is not a reimbursable expense under this contract.

#### 5.2 Material:

All materials not depleted during the performance of this order shall become Government property upon completion of this order. The contractor shall transfer all materials not depleted to the COR by way of Material Inspection and Receiving Report (DD Form 250). Other Direct Costs may include general and administrative expenses, but shall not include profit. Projected material requirements include, but are not limited to: photo copies, ink cartridges, paper, binders, transparencies, folders, notebooks, and computer diskettes.

#### 6.0 Technical Data:

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Technical data shall be provided as stated in the CDRLs: Monthly Contractor's Progress, Status and Management Report (CDRL A001); and Monthly Funds and Work-Hour Expenditure Report (CDRL A002), Incurred Cost and Progress Report (CDRL A003), Program Protection Implementation Plan (PIIP) (CDRL A004) are required.

#### 7.0 Performance Metrics:

The work here shall be performance based. The performance metrics shall be found within Attachment (J3), Quality Assurance Surveillance Plan (QASP).

#### 8.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER APPLICATION (ECMRA):

8.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAWCAD via a secure data collection site. The contractor is required to completely fill in all data fields using the following web address: <https://doncmra.nmci.navy.mil>. Reporting all inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31, of each calendar year. Contractor may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

#### 9.0 Incurred Cost and Progress Reporting:

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A003 and contract attachment J7.

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## SECTION D PACKAGING AND MARKING

Items 4000-4005 and 6000-6004, and Option Items 7100-7104, 7200-7204, 7300-7304, 7400-7404, 9100-9104, 9200-9204, 9300-9304, and 9400-9404 - Packaging and marking are not applicable to these items.

Items 4006 Option Items 7105, 7205, 7305, and 7405 - Packaging and marking shall be in accordance with the clauses below and Exhibit A, DD Form 1423, Contract Data Requirements List (CDRL).

### 11RA 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.

### 11RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: \_\_\_\_\_  
 (Name of Individual Sponsor)  
 \_\_\_\_\_  
 (Name of Requiring Activity)  
 \_\_\_\_\_  
 (City and State)

\* To be completed at the Task Order level, when applicable.

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## SECTION E INSPECTION AND ACCEPTANCE

**Items 4000-4005 and 6000-6004, and Option Items 7100-7104, 7200-7204, 7300-7304, 7400-7404 9100-9104, 9200-9204, 9300-9304, and 9400-9404** - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Officer's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with the Section C Statement of Work and Section J, Attachment J3, Quality Assurance Surveillance Plan (QASP). Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A under the associated items 4006, Options 7105, 7205, 7305, and 7405 must be completed prior to final acceptance of the services identified herein.

Acceptance of the Contractor's completed performance for each line item shall be acknowledged via DD form 250, in accordance with Wide Area Work Flow (WAWF) instructions.

**Items 4006, Option Items 7105, 7205, 7305, and 7405** - Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with the Exhibit A Contract Data Requirements Lists, DD Form 1423 in support of CLINS 4000-4005 and 6000-6004 and Options 7100-7104, 7200-7204, 7300-7304, 7400-7404, 9100-9104, 9200-9204, 9300-9304, and 9400-9404. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

### 11RA INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
4000-4999	Destination	Government	Destination	Government
5000-5999	Destination	Government	Destination	Government
6000-6999	Destination	Government	Destination	Government
7000-7999	Destination	Government	Destination	Government
8000-8999	Destination	Government	Destination	Government
9000-9999	Destination	Government	Destination	Government

Clauses incorporated by reference only:

#### **52.246-5 Inspection of Services - Cost-Reimbursement (apr 1984)**

Clauses Incorporated by Full Text:

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

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by COR/ACOR.
- (b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as

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

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

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

(b) Name: Jessica Richard

Activity: PMA-263

Address: 22707 Cedar Point Road,  
Bldg. 3262,  
Patuxent River, MD 20670

Phone: (301)757-5866

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



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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	2/1/2014 - 1/31/2015
4001	2/1/2014 - 1/31/2015
4002	2/1/2014 - 1/31/2015
4003	2/1/2014 - 1/31/2015
4004	7/1/2014 - 1/31/2015
4005	2/1/2014 - 1/31/2015
4006	2/1/2014 - 1/31/2015
6000	2/1/2014 - 1/31/2015
6001	2/1/2014 - 1/31/2015
6002	2/1/2014 - 1/31/2015
6003	2/1/2014 - 1/31/2015
6004	2/1/2014 - 1/31/2015
6005	2/1/2014 - 1/31/2015
7101	2/1/2015 - 1/31/2016
7102	2/1/2015 - 1/31/2016
7103	2/1/2015 - 1/31/2016
7105	2/1/2015 - 1/31/2016
9101	2/1/2015 - 1/31/2016
9102	2/1/2015 - 1/31/2016
9103	2/1/2015 - 1/31/2016
9105	2/1/2015 - 1/31/2016

## CLIN - DELIVERIES OR PERFORMANCE

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

4000	2/1/2014 - 1/31/2015
4001	2/1/2014 - 1/31/2015
4002	2/1/2014 - 1/31/2015
4003	2/1/2014 - 1/31/2015
4004	7/1/2014 - 1/31/2015
4005	2/1/2014 - 1/31/2015
4006	2/1/2014 - 1/31/2015
6000	2/1/2014 - 1/31/2015
6001	2/1/2014 - 1/31/2015
6002	2/1/2014 - 1/31/2015
6003	2/1/2014 - 1/31/2015
6004	2/1/2014 - 1/31/2015
6005	2/1/2014 - 1/31/2015
7101	2/1/2015 - 1/31/2016

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7102	2/1/2015 - 1/31/2016
7103	2/1/2015 - 1/31/2016
7105	2/1/2015 - 1/31/2016
9101	2/1/2015 - 1/31/2016
9102	2/1/2015 - 1/31/2016
9103	2/1/2015 - 1/31/2016
9105	2/1/2015 - 1/31/2016

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

7100	2/1/2015 - 1/31/2016
7104	2/1/2015 - 1/31/2016
7200	2/1/2016 - 1/31/2017
7201	2/1/2016 - 1/31/2017
7202	2/1/2016 - 1/31/2017
7203	2/1/2016 - 1/31/2017
7204	2/1/2016 - 1/31/2017
7205	2/1/2016 - 1/31/2017
7300	2/1/2017 - 1/31/2018
7301	2/1/2017 - 1/31/2018
7302	2/1/2017 - 1/31/2018
7303	2/1/2017 - 1/31/2018
7304	2/1/2017 - 1/31/2018
7305	2/1/2017 - 1/31/2018
7400	2/1/2018 - 1/31/2019
7401	2/1/2018 - 1/31/2019
7402	2/1/2018 - 1/31/2019
7403	2/1/2018 - 1/31/2019
7404	2/1/2018 - 1/31/2019
7405	2/1/2018 - 1/31/2019
9100	2/1/2015 - 1/31/2016
9104	2/1/2015 - 1/31/2016
9200	2/1/2016 - 1/31/2017
9201	2/1/2016 - 1/31/2017
9202	2/1/2016 - 1/31/2017
9203	2/1/2016 - 1/31/2017
9204	2/1/2016 - 1/31/2017
9205	2/1/2016 - 1/31/2017
9300	2/1/2017 - 1/31/2018
9301	2/1/2017 - 1/31/2018
9302	2/1/2017 - 1/31/2018
9303	2/1/2017 - 1/31/2018
9304	2/1/2017 - 1/31/2018

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9305	2/1/2017 - 1/31/2018
9400	2/1/2018 - 1/31/2019
9401	2/1/2018 - 1/31/2019
9402	2/1/2018 - 1/31/2019
9403	2/1/2018 - 1/31/2019
9404	2/1/2018 - 1/31/2019
9405	2/1/2018 - 1/31/2019

Note: All provisions and clauses of Section F of the Seaport-e contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

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

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

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

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

Program Office, PMA-263  
Naval Air Systems Command  
22707 Cedar Point Road., Bldg 3261  
Patuxent River, Md 20670-1547

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

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

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

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

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

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

- (g) DD Form 1423, Block 14 Mailing Addresses:  
Program Office, PMA-263  
Naval Air Systems Command  
22707 Cedar Point Road., Bldg 3261  
Patuxent River, Md 20670-1547

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Contracting Officer's Representative (COR): TBD  
Phone: TBD

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

The services to be performed herein shall be performed at :

**ESTIMATED FULL TIME**

**EQUIVALENT (FTE)**

<b>Place of Performance</b>	<b>Base</b>	<b>Option Period I</b>	<b>Option Period II</b>	<b>Option Period III</b>	<b>Option Period IV</b>
Naval Air Station, Patuxent River, MD (Gov Site)	25	25	25	25	25
Pentagon, Washington, DC (Gov Site)	1	1	1	1	1
Naval Air Station, Pensacola, FL (Gov Site)	1	1	1	1	1
Contractor Site	13	13	13	13	13

**Historically the following labor categories are performed at the contractor site: One (1) Senior Administrative Analyst; Three (3) Senior Logistics Analysts; Three (3) FMS Senior Program Analysts; Four (4) Senior Program Management Analysts; One (1) Program Management Analyst; One (1) FMS Program Analyst and One (1) FMS Junior Management Analyst.**

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## SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

(b) The Government shall make payment to the Contractor, subject to and in accordance with the clause in this contract entitled “FIXED FEE” (FAR 52.216-8) or “INCENTIVE FEE” (FAR 52.216-10), as applicable. Such payments shall be equal to See Attachment J4 for fee amounts for each CLIN of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled “ALLOWABLE COST AND PAYMENT” (FAR 52.216-7) subject to the withholding terms and conditions of the “FIXED FEE” or “INCENTIVE FEE” clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

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

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

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

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

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done

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external to the entitlement system.

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

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

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

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

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

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

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

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

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

NAVAIR PMA-263  
Patuxent River, MD 20670, DODAAC: N00019

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

Routing Data Table\*

*Field Name in WAWF Data to be entered in WAWF*

Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00421
Admin DoDAAC	S2404A
Inspect By DoDAAC	N00019
Ship To Code	N00019
Ship From Code	N/A
Mark For Code	N00019
Service Approver (DoDAAC)	N00019
Service Acceptor (DoDAAC)	N00019

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Accept at Other DoDAAC N/A

LPO DoDAAC N/A

DCAA Auditor DoDAAC HAA819

Other DoDAAC(s) N/A

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

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

**COR: Jessica Richard**     [jessica.richard1@navy.mil](mailto:jessica.richard1@navy.mil)

(g) WAWF point of contact.

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

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

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

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

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

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

COR 1: Jessica Richard, 22707 Cedar Point Road, Patuxent River, MD 20670-1193, (301) 757-5866 to perform the following functions, duties, and/or responsibilities:[[See Attachment J2](#)]

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

ACOR 1: Michele Pressley, 22707 Cedar Point Road, Patuxent River, MD 20670-1193, (301) 342-0028 to perform the functions, duties, and/or responsibilities outlined below in the absence of [[See Attachment J7](#)].

(c) The effective period of the COR designation is from 1 February 2014 to 31 July 2019 (inclusive option to extend services for 6 months).

**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 384,000 (to be completed for each order) 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.

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Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 1,477 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 Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

(j) 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.



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(End of Clause)

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

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract CDRL A003. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A003. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in attachment J7 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) Incurred Costs:

1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in attachment J4.

2) Labor: Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals > Hourly Tripwire" tab included in attachment J7. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

3) Other Direct Costs (ODCs), including Travel and Material: Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in attachment J7. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause."

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

**SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

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

CLINS:	ACRN	Fund Type	Neg. Dollar Value	Funded Amount	COST (Service)	FEE 5%	Action
4000 Cost Type			0	0			
		APN	0	0			
4001 Cost Type			████████	████████			
		O&MN,N	████████		████████	████████	
400101	AE	O&MN,N		████████			M80301
400102	AE	O&MN,N		████████			M80302
400103	AE	O&MN,N		████████			M80303
4002 Cost Type			0	0			

		RDT&E	0	0		
4003 Cost Type			██████████	██████████		
		Fund Type - OTHER	██████████		██████████	██████████
400301	AA	Fund Type - OTHER		██████████		M803
400302	AB	Fund Type - OTHER		██████████		M80301
400303	AC	Fund Type - OTHER		██████████		M80301
400304	AD	Fund Type - OTHER		██████████		M80301
400305	AF	Fund Type - OTHER		██████████		M80302
400306	AB	Fund Type - OTHER		██████████		M80302
400307	AD	Fund Type - OTHER		██████████		M80302
400308	AC	Fund Type - OTHER		██████████		M80302
400309	AG	Fund Type - OTHER		██████████		M80303
400310	AJ	Fund Type - OTHER		██████████		M80303
400311	AH	Fund Type - OTHER		██████████		M80303
400312	AL	Fund Type - OTHER		██████████		M80304
400313	AM	Fund Type - OTHER		██████████		M80304
400314	AN	Fund Type - OTHER		██████████		M80304
4004 Cost Type			██████████	██████████		
		Fund Type - OTHER	██████████		██████████	██████████
400401	AK	Fund Type - OTHER		██████████		M80303
4005 Cost Type			██████████	0		
		Fund Type - OTHER	██████████	0		
4006 Cost Type			0	0		
		Fund Type - OTHER	0	0		
6000 ODC (Cost Only)			██████████	0		
		APN	██████████	0		
6001 ODC (Cost Only)			██████████	██████████		
		O&MN,N	██████████			
600101	AE	O&MN,N		██████████		M80301
600102	AE	O&MN,N		██████████		M80302
6002 ODC (Cost Only)			██████████	0		
		RDT&E	██████████ -	0		
6003 ODC (Cost Only)			██████████	██████████		
		Fund Type - OTHER	██████████			
600301	AA	Fund Type - OTHER		██████████		M803
600302	AB	Fund Type - OTHER		██████████		M80301
600303	AC	Fund Type - OTHER		██████████		M80301
600304	AD	Fund Type - OTHER		██████████		M80301
600305	AF	Fund Type - OTHER		██████████		M80302
600306	AB	Fund Type - OTHER		██████████		M80302
600307	AD	Fund Type - OTHER		██████████		M80302
600308	AC	Fund Type - OTHER		██████████		M80302
600309	AG	Fund Type - OTHER		██████████		M80303
600310	AJ	Fund Type - OTHER		██████████		M80303
600311	AH	Fund Type - OTHER		██████████		M80303
600312	AN	Fund Type - OTHER		██████████		M80304
6004 ODC (Cost Only)			██████████	0		
		Fund Type - OTHER	██████████	0		
6005 ODC (Cost Only)			██████████	██████████		
		Fund Type - OTHER	██████████			

600501	AB	Fund Type - OTHER					M80301
600502	AC	Fund Type - OTHER					M80301
600503	AD	Fund Type - OTHER					M80301
600504	AE	Fund Type - OTHER					M80301
600505	AE	Fund Type - OTHER					M80302
600506	AF	Fund Type - OTHER					M80302
600507	AB	Fund Type - OTHER					M80302
600508	AD	Fund Type - OTHER					M80302
600509	AC	Fund Type - OTHER					M80302
600510	AH	Fund Type - OTHER					M80303
7100 Cost Type				0			
		APN		0			
7101 Cost Type							
		O&MN,N					
710101	AR	O&MN,N					M80306
7102 Cost Type							
		RDT&E					
710201	AQ	RDT&E					M80306
7103 Cost Type							
		Fund Type - OTHER					
710301	AP	Fund Type - OTHER					M80306
710302	AS	Fund Type - OTHER					M80306
710303	AT	Fund Type - OTHER					M80306
710304	AU	Fund Type - OTHER					M80306
710305	AW	Fund Type - OTHER					M80306
710306	AX	Fund Type - OTHER					M80306
7104 Cost Type				0			
		Fund Type - OTHER		0			
7105 Cost Type			0	0			
		Fund Type - OTHER	0	0			
7200 Cost Type				0			
	Option	APN		0			
7201 Cost Type				0			
	Option	O&MN,N		0			
7202 Cost Type				0			
	Option	RDT&E		0			
7203 Cost Type				0			
	Option	Fund Type - OTHER		0			
7204 Cost Type				0			
	Option	Fund Type - OTHER		0			
7205 Cost Type			0	0			
	Option	Fund Type - OTHER	0	0			
7300 Cost Type				0			
	Option	APN		0			
7301 Cost Type				0			
	Option	O&MN,N		0			

7302 Cost Type			██████████	0			
	Option	RDT&E	██████████	0			
7303 Cost Type			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
7304 Cost Type			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
7305 Cost Type			0	0			
	Option	Fund Type - OTHER	0	0			
7400 Cost Type			██████████	0			
	Option	APN	██████████	0			
7401 Cost Type			██████████	0			
	Option	O&MN,N	██████████	0			
7402 Cost Type			██████████	0			
	Option	RDT&E	██████████	0			
7403 Cost Type			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
7404 Cost Type			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
7405 Cost Type			0	0			
	Option	Fund Type - OTHER	0	0			
9100 ODC (Cost Only)			██████████	0			
	Option	APN	██████████	0			
9101 ODC (Cost Only)			██████████	██████████			
		O&MN,N	██████████				
910101	AR	O&MN,N		██████████			M80306
9102 ODC (Cost Only)			██████████	██████████			
		RDT&E	██████████				
910201	AQ	RDT&E		██████████			M80306
9103 ODC (Cost Only)			██████████	██████████			
		Fund Type - OTHER	██████████				
910301	AP	Fund Type - OTHER		██████████			M80306
910302	AS	Fund Type - OTHER		██████████			M80306
910303	AV	Fund Type - OTHER		██████████			M80306
9104 ODC (Cost Only)			██████████	0			
		Fund Type - OTHER	██████████	0			
9105 ODC (Cost Only)			██████████	██████████			
		Fund Type - OTHER	██████████				
910501	AP	Fund Type - OTHER		██████████			M80306
910502	AQ	Fund Type - OTHER		██████████			M80306
910503	AR	Fund Type - OTHER		██████████			M80306
910504	AS	Fund Type - OTHER		██████████			M80306
910505	AW	Fund Type - OTHER		██████████			M80306
910506	AX	Fund Type - OTHER		██████████			M80306
9200 ODC (Cost Only)			██████████	0			
	Option	APN	██████████	0			

9201 ODC (Cost Only)			██████████	0			
	Option	O&MN,N	██████████	0			
9202 ODC (Cost Only)			██████████	0			
	Option	RDT&E	██████████	0			
9203 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
9204 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
9205 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
9300 ODC (Cost Only)			██████████	0			
	Option	APN	██████████	0			
9301 ODC (Cost Only)			██████████	0			
	Option	O&MN,N	██████████	0			
9302 ODC (Cost Only)			██████████	0			
	Option	RDT&E	██████████	0			
9303 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
9304 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
9305 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
9400 ODC (Cost Only)			██████████	0			
	Option	APN	██████████	0			
9401 ODC (Cost Only)			██████████	0			
	Option	O&MN,N	██████████	0			
9402 ODC (Cost Only)			██████████	0			
	Option	RDT&E	██████████	0			
9403 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
9404 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
9405 ODC (Cost Only)			██████████	0			
	Option	Fund Type - OTHER	██████████	0			
Grand Total:			██████████	██████████	██████████	██████████	██████████

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

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as

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applicable.

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

**FUNDING PROFILE:**

It is estimated that these incremental funds, see Attachment\_J4 for details.

**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 subcontracts. 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.  
(End of clause)

**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)):

<b>Functions Retained</b>	<b>Retained for Performance By:</b>
3. Conduct Post-award functions	PCO
4. Review and evaluate contractor's proposal	PCO, COR, requiring activity
10. Attempt to resolve controversies using ADR procedures	PCO
16. Ensure timely notification by the contractor of estimated cost overruns	COR
24. Negotiate and execute documents for termination by convenience	PCO
27. Perform property administration	COR
30. (i) through (iv) - Property Management duties	COR
30. Modify contracts to reflect addition of Government - Furnished property	PCO
34. Monitor contract labor relations	PCO/COR
38. Ensure contractor compliance with contractual quality assurance requirements	COR
39. Ensure contractor compliance with contractual safety requirements	PCO,COR, requiring activity
47. Assist in evaluating/recommending acceptance of waiver/deviation requests	COR
51. Consent to placement of subcontractors	PCO
58. Ensure timely submission of required reports	COR
59. Issue administrative changes, error corrections, etc.	PCO
67. Support the program office for review, status, and problem resolution	PCO, COR, requiring activity

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

<b>Additional Functions</b>	<b>Retained for Performance By:</b>
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(1) Negotiate or execute supplemental agreements incorporating contract proposals resulting from change order	PCO
(4) Negotiate or execute supplemental agreements providing for de-obligation of unexpected dollar balances considered excess	PCO
(6) Negotiate changes to interim billing prices	PCO

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

Accounting Data

SLINID	PR Number	Amount
400301	1300397393	[REDACTED]
LLA :		
AA 97-11X8242 2868 000 74682 0 065916 2D PPKB4N 335380350SDA		
Standard Number: 130039739300001		

600301	1300397393	[REDACTED]
LLA :		
AA 97-11X8242 2868 000 74682 0 065916 2D PPKB4N 335380350SDA		
Standard Number: 130039739300002		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01

400101	1300402228	[REDACTED]
LLA :		
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649		
Standard Number: 130040222800001		

400302	1300401841	[REDACTED]
LLA :		
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805		
Standard Number: 130040184100001		

400303	1300401841	[REDACTED]
LLA :		
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805		
Standard Number: 130040184100004		

400304	1300401841	[REDACTED]
LLA :		
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805		
Standard Number: 130040184100003		

600101	1300402228	[REDACTED]
LLA :		
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649		
Standard Number: 130040222800001		

600302	1300401841	[REDACTED]
LLA :		
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805		
Standard Number: 130040184100001		

600303	1300401841	[REDACTED]
LLA :		
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805		
Standard Number: 130040184100004		

600304	1300401841	[REDACTED]
LLA :		
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805		
Standard Number: 130040184100003		

600501	1300401841	[REDACTED]
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LLA :  
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805  
Standard Number: 130040184100001

600502 1300401841 [REDACTED]  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805  
Standard Number: 130040184100004

600503 1300401841 [REDACTED]  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805  
Standard Number: 130040184100003

600504 1300402228 [REDACTED]  
LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
Standard Number: 130040222800001

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

400102 1300402228-0002 [REDACTED]  
LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
Standard Number: 130040222800002

400305 1300401841-0002 [REDACTED]  
LLA :  
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002109805  
Standard Number: 130040184100005

400306 1300401841-0002 [REDACTED]  
LLA :  
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805  
Standard Number: 130040184100012

400307 1300401841 [REDACTED]  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805  
Standard Number: 130040184100015

400308 1300401841-0002 [REDACTED]  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805  
Standard Number: 130040184100018

600102 1300402228-0002 [REDACTED]  
LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
Standard Number: 130040222800003

600305 1300401841-0002 [REDACTED]  
LLA :  
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002109805  
Standard Number: 130040184100010

600306 1300401841-0002 [REDACTED]  
LLA :  
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805  
Standard Number: 130040184100013

600307 1300401841 [REDACTED]  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805  
Standard Number: 130040184100016

600308 1300401841-0002 [REDACTED]  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805  
Standard Number: 130040184100019

600505 1300402228-0002 [REDACTED]



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LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
Standard Number: 130040222800004

600506 1300401841-0002 [REDACTED]  
LLA :  
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002109805  
Standard Number: 130040184100011

600507 1300401841-0002 [REDACTED]  
LLA :  
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002109805  
Standard Number: 130040184100014

600508 1300401841-0002 [REDACTED]  
LLA :  
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002109805  
Standard Number: 130040184100017

600509 1300401841-0002 [REDACTED]  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002109805  
Standard Number: 130040184100020

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03

400103 1300402228-0003 [REDACTED]  
LLA :  
AE 1741804 4D4D 251 00019 0 050120 2D 000000 A00002115649  
CIN: 130040222800005

400309 1300445360 [REDACTED]  
LLA :  
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002429738  
CIN: 130044536000001

400310 1300445360-0001 [REDACTED]  
LLA :  
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002429738  
CIN: 130044536000002

400311 1300445360-0001 [REDACTED]  
LLA :  
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002429738  
CIN: 130044536000003

400401 1300446646 [REDACTED]  
LLA :  
AK 97-11X8242 PRP4 251 00019 0 050120 2D 000000 A00002440089  
CIN: 130044664600001

600309 1300445360-0001 [REDACTED]  
LLA :  
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002429738  
CIN: 130044536000001

600310 1300445360-0001 [REDACTED]  
LLA :  
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002429738  
CIN: 130044536000002

600311 1300445360-0001 [REDACTED]  
LLA :  
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002429738  
CIN: 130044536000003

600510 1300445360-0001 [REDACTED]  
LLA :  
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002429738  
CIN: 130044536000003

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MOD 03 Funding ██████████  
Cumulative Funding ██████████

MOD 04

400312 1300458910 ██████████  
LLA :  
AL 97-11X8242 2815 000 74152 0 065916 2D PSPR44 413680310LGS  
CIN: 130045891000002

400313 1300458910 ██████████  
LLA :  
AM 97-11X8242 28U3 000 74U32 0 065916 2D PRO04N 314180020GAC  
CIN: 130045891000001

400314 1300459048 ██████████  
LLA :  
AN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002559203  
CIN: 130045904800001

600312 1300459048 ██████████  
LLA :  
AN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002559203  
CIN: 130045904800001

MOD 04 Funding ██████████  
Cumulative Funding ██████████

MOD 05 Funding 0.00  
Cumulative Funding ██████████

MOD 06

710101 1300473272 ██████████  
LLA :  
AR 1751804 4D4D 251 00019 0 050120 2D 000000 A00002687306  
CIN: 130047327200001

710201 1300474025 ██████████  
LLA :  
AQ 1751319 J7A5 251 00019 0 050120 2D 000000 A00002693603  
CIN: 130047402500001

710301 1300474342 ██████████  
LLA :  
AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
CIN: 130047434200001

710302 1300473204 ██████████  
LLA :  
AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002686068  
CIN: 130047320400001

710303 1300473204 ██████████  
LLA :  
AT 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002686068  
CIN: 130047320400002

710304 1300472729 ██████████  
LLA :  
AU 97-11X8242 2848 000 74482 0 065916 2D PCOD4N 235780010CAA  
CIN: 130047272900001

710305 1300472729 ██████████  
LLA :  
AW 97-11X8242 28S5 000 74S52 0 065916 2D PIQA44 332580670SBB  
CIN: 130047272900004

710306 1300472729 ██████████  
LLA :  
AX 97-11X8242 28T3 000 74T32 0 065916 2D PLHF44 307080620LAF  
CIN: 130047272900003

910101 1300473272 ██████████  
LLA :

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AR 1751804 4D4D 251 00019 0 050120 2D 000000 A00002687306  
CIN: 130047327200002

910201 1300474025 [REDACTED]  
LLA :  
AQ 1751319 J7A5 251 00019 0 050120 2D 000000 A00002693603  
CIN: 130047402500002

910301 1300474342 [REDACTED]  
LLA :  
AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
CIN: 130047434200002

910302 1300473204 [REDACTED]  
LLA :  
AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002686068  
CIN: 130047320400001

910303 1300472729 [REDACTED]  
LLA :  
AV 97-11X8242 2848 000 74482 0 065916 2D PCOD44 901380080SCY  
CIN: 130047272900002

910501 1300474342 [REDACTED]  
LLA :  
AP 1751106 1A2A 252 67854 067443 2D M95450 5RCB878316QW  
CIN: 130047434200003

910502 1300474025 [REDACTED]  
LLA :  
AQ 1751319 J7A5 251 00019 0 050120 2D 000000 A00002693603  
CIN: 130047402500003

910503 1300473272 [REDACTED]  
LLA :  
AR 1751804 4D4D 251 00019 0 050120 2D 000000 A00002687306  
CIN: 130047327200003

910504 1300473204 [REDACTED]  
LLA :  
AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002686068  
CIN: 130047320400001

910505 1300472729 [REDACTED]  
LLA :  
AW 97-11X8242 28S5 000 74S52 0 065916 2D PIQA44 332580670SBB  
CIN: 130047272900004

910506 1300472729 [REDACTED]  
LLA :  
AX 97-11X8242 28T3 000 74T32 0 065916 2D PLHF44 307080620LAF  
CIN: 130047272900003

MOD 06 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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 [REDACTED] percent ([REDACTED]%) 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 [REDACTED] of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than [REDACTED] during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

### H-22 BURDENED LABOR RATE

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

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

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

Functional Area	Solicitation Labor Category	Annualized Rate (\$/WY)	Hourly Rate (\$/HR)
Program Management	Sr. Program Analyst		
	Program Analyst		
	Jr. Program Analyst		
	FMS Sr. Program Analyst	[REDACTED]	[REDACTED]
	FMS Program Analyst		
	FMS Jr. Program Analyst		
	Configuration Management Analyst		

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<b>Engineering</b>	System Analyst	██████	██████
<b>Logistics</b>	Sr. Logistics Analyst	██████	██████
	Logistics Analyst		
<b>Business</b>	Sr. Financial Analyst		
	Financial Analyst	██████	██████
	Jr. Financial Analyst		
<b>Administrative</b>	Sr. Administrative Analyst	██████	██████
	Administrative Analyst		

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

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

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

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

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

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

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

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

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

(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

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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 3 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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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 within **[3 years]** after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

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

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

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

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

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

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

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

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

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

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

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

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

**5252.227-9512 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.

TM

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the



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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 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006)**

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

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

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

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

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

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class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

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

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

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

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

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

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

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

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

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

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

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

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

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

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00039-10-D-0010, "Ordering" clause.

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

**5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)**

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e 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

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Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

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

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

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

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

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

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

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business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Margaret Hayden-Stone  
AIR -2 .5.1.10  
(301) 737-7141  
[margaret.hayden-ston@navy.mil](mailto:margaret.hayden-ston@navy.mil)

or

Sabana Moore-Barnes  
AIR -2 .5.1.10  
(301) 737-2611  
[sabana.moore-barnes@navy.mil](mailto:sabana.moore-barnes@navy.mil)

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

**H.6 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL**

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the Seaport Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.

2. In addition, for Orders under Item 4000 or Award Term Option Item 7000, the Contractor agrees to assign to the Task Order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.

3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- an explanation of the circumstances necessitating the substitution;
- a complete resume of the proposed substitute; and
- any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial

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basis for award.

**5252.215-9511 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION  
(NAVAIR)(OCT 2005)**

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition. In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

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## SECTION I CONTRACT CLAUSES

### Clauses Incorporated by reference:

**52.216-8 -- Fixed Fee (Jun 2011)**

**52.219-8 -- Utilization of Small Business Concerns (Jan 2011)**

### Clauses Incorporated by full text:

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

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

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

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

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

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

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

- (1) Is exempt from disclosure under the Freedom of Information Act ([5 U.S.C. 552](#)) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

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

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

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered

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employee's household;

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

(iii) Gifts, including travel.

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

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

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

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

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

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

(vi) Real estate investments;

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

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

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

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

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

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

(C) Gifts, including travel; and

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

(2) For each covered employee—

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

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

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

(3) Inform covered employees of their obligation—

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



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- (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
- (iii) To avoid even the appearance of personal conflicts of interest;

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

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

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

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

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

#### 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which

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a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

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(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontract awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSR database at <http://www.fsr.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database

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information is incorrect, the contractor is responsible for correcting this information.

## **52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010)**

### **(a) Exceptions from certified cost or pricing data.**

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR [15.403-4](#) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

### **52.237-3 Continuity of Services (Jan 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

### **52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)**

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

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

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

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(3) Upon contract completion or termination.

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

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

(End of Clause)

**52.216-1 -- Type of Contract (Apr 1984)**

The Government contemplates award of a Cost Plus Fixed Fee task order under the Seaport multiple award contract resulting from this solicitation.

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

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

**09RA 52.217-9 -- Option to Extend the Term of the Contract. (Mar 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

**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 \*\$0.00 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

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to evaluate the necessity for the overtime;

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

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

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

\* 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.

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

(a) *Definition.* “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

**252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)**

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

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

(2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is

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capable of causing a computer to perform a specific operation or series of operations.

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

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

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

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

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

(6) "Detailed manufacturing or process data" means technical data that

describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is

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

(8) "Developed exclusively at private expense" means development was

accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

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

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

(9) "Developed exclusively with government funds" means development was not

accomplished exclusively or partially at private expense.

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

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



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with costs charged directly to a government contract.

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

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

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

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

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

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

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

(14) "Limited rights" means the rights to use, modify, reproduce, release,

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

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

(ii) The recipient of the technical data is subject to a prohibition on the

further reproduction, release, disclosure, or use of the technical data; and

(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.

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

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

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

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—
  - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
  - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

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

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

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

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

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

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

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

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

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

(3) *Limited rights.*

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter

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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;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

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

enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with

paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license

negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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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.

(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:

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## 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, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

(End of clause)

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)**

(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;



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

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

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

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

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

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

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

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

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

(7) "Developed" means that—

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

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

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

(8) "Developed exclusively at private expense" means development was

accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

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

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

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

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

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

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

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

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

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

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

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

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

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

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

(A) Use the modified software only as provided in paragraphs

(a)(15)(i) and (iii) of this clause; and

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

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

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

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

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled,

disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

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

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

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled,

disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

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

(16) “Unlimited rights” means rights to use, modify, reproduce, release,

perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in 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.

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(iii) The Contractor acknowledges that—

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

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

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

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

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software

than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously 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.

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(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

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

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

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

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

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

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

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

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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\*\*\*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

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.

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(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



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or computer software documentation delivered under this contract.

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

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

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

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

(j) *Limitation on charges for rights in computer software or computer software documentation.*

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

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

(ii) The software or documentation are available to the public without restrictions.

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

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to 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

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contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

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

(End of clause)

**252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a

contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small

Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the

Small Business Innovation Research Program, the notification and identification

requirements do not apply to technical data or computer software that will be

generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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## SECTION J LIST OF ATTACHMENTS

### **Exhibits:**

Exhibit\_A\_CDRLs\_A001\_A004

### **Attachments:**

Attachment\_J1\_Organizational\_Conflict\_of\_Interest

Attachment\_J2\_COR Appointment Letter

Attachment\_J3\_Quality\_Assurance\_Surveillance\_Plan

Attachment\_J4\_Task\_Order\_Ceiling\_Spreadsheet

Attachment\_J5\_DD\_Form\_254

Attachment\_J6\_NAVAIR\_Process\_and\_Procedures\_Direct\_Funded\_Contractors(DFCs\_Requiring\_NMCI\_Access

Attachment\_J7\_ACOR\_Designation