

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
06

3. EFFECTIVE DATE
18-Jul-2016

4. REQUISITION/PURCHASE REQ. NO.
N/A

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

6. ISSUED BY CODE

N68335

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

NAVAIR Aircraft Division Lakehurst
Contracts Hwy 547 Code 2.5.2 Bldg 562-1
Lakehurst NJ 08733-5060
clifford.stevens@us.af.mil 703-602-5056

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-3375

SCD: C

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

AMERICAN ELECTRONICS, INC.
44423 Airport Road, Suite 102
California MD 20619-6132

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7603-4Y01

10B. DATED (SEE ITEM 13)

28-Sep-2015

CAGE CODE
1BMA2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
Mutual Agreement

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

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

SEE PAGE 2

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

Renee D. Hoover, Contracts Director

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

Clifford J Stevens, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

/s/Renee D. Hoover
(Signature of person authorized to sign)

18-Jul-2016

16B. UNITED STATES OF AMERICA

BY /s/Clifford J Stevens
(Signature of Contracting Officer)

16C. DATE SIGNED

18-Jul-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification 06 is to:

1. Remove the Incurred Cost and Progress Reporting for Services (Att 13, CDRL B009) and in accordance with Navy policy,
2. Add clause H.10, F-35 JPO On-Boarding Procedures,
3. Update Clause H.3, Security Requirements,
4. Increase funding of CLIN 7002, Israel Labor by \$5,970.00 and decrease CLIN 9002, Travel for Israel by \$5,970.00,
5. Increase funding of CLIN 7003, Japan Labor by 20,169.00.
6. Increased CLIN 7005, FMS Admin by 302,195.00.
7. Decreased CLIN 9005, FMS travel by \$60,000.00.
8. Decrease CLIN 7004, Korea labor by \$9,471.00.
9. Review the Level of Effort Chart, Attachment 12 to reflect changes to reference #113.

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 \$7,895,646.00 by \$262,920.00 to \$8,158,566.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700201	FMS	280,500.00	5,970.00	286,470.00
700301	FMS	55,000.00	30,196.00	85,196.00
700403	FMS	19,614.00	(9,471.00)	10,143.00
700501	Fund Type - OTHER	657,500.00	60,000.00	717,500.00
700502	Fund Type - OTHER	0.00	242,195.00	242,195.00
900201	FMS	30,000.00	(5,970.00)	24,030.00
900501	Fund Type - OTHER	109,500.00	(60,000.00)	49,500.00

The total value of the order is hereby increased from \$14,113,748.78 by \$0.00 to

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\$14,113,748.78.

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

CLIN/SLIN From To

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R408	USG LABOR FOR BASE PERIOD. The contractor shall provide support services in accordance with(IAW) Section C. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$10,470,460.60
700101	R408	Funding for CLIN 7001 USG Labor for the Base Period in the amount of \$3,490,334.00 (AF - Procurement). (Fund Type - OTHER)					
700102	R408	Funding for CLIN 7001 USG Labor for the Base Period in the amount of \$2,600,000.00. (Fund Type - OTHER)					
7002	R408	ISRAEL LABOR FOR BASE PERIOD. The contractor shall provide support services(IAW)Section C. (FMS Case #IS-D-SAC)	1.0	LO	██████████	██████████	\$373,017.60
700201	R408	Funding for CLIN 7002 Israel Labor for the Base Period in the amount of \$286,470.00 (IS-D-SAC). (FMS)					
7003	R408	JAPAN LABOR FOR BASE PERIOD. The contractor shall provide support services (IAW)Section C. (FMS Case #JA-D-SBC)	1.0	LO	██████████	██████████	\$398,276.81
700301	R408	Funding for CLIN 7003 Japan Labor for the Base Period in the amount of \$85,196.00 (JA-D-SBC). (FMS)					
7004	R408	KOREA LABOR FOR BASE PERIOD. The contractor shall provide support services (IAW)Section C. (FMS Case #KS-D-SAC)	1.0	LO	██████████	██████████	\$191,711.25
700401	R408	Funding for CLIN 7004 Korea Labor for Base Period in the amount of \$144,000.00 (Korea 0702 - KS-D-SAC) (FMS)					
700402	R408	Funding for CLIN 7004 Korea Labor for Base Period in the amount of \$28,097.25 (Korea 0705 - KS-D-SAC) (FMS)					
700403	R408	Funding for CLIN 7004 Korea Labor for Base Period in the amount of \$10,143.00 (Korea 0700 - KS-D-SAC) (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7005	R408	FMS ADMIN LABOR FOR BASE PERIOD. The contractor shall provide support services (IAW)Section C. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$1,314,738.61
700501	R408	Funding for CLIN 7005 FMS Admin Labor for Base Period in the amount of \$717,500.00 (Fund Type - OTHER)					
700502	R408	Funding for CLIN 7005 FMS Admin Labor for Base Period in the amount of \$242,195.00 (Fund Type - OTHER)					

For Cost Type / NSP Items

7006		Deliverables under the Base Period under CLINS 7001- IAW CDRLS, Exhibit A. CDRLS are NOT SEPERATELY PRICED.					1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7007	R408	COUNTRY X LABOR FOR BASE PERIOD.The contractor shall provide support services (IAW)Section C. (FMS Case #SN-D-QAQ)	1.0	LO	██████████	██████████	\$249,907.79
700701	R408	Funding for CLIN 7007 Country X Labor for Base Period in the amount of \$187,500.00 (SN-D-QAQ) (FMS)					
7101	R408	USG LABOR FOR OPTION PERIOD 1. The contractor shall provide support services (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$10,623,766.83
7102	R408	ISRAEL LABOR FOR OPTION PERIOD 1. The contractor shall provide services (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$376,818.53
7103	R408	JAPAN LABOR FOR OPTION PERIOD 1. The contractor shall provide support services (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$402,595.98
7104	R408	KOREA LABOR FOR OPTION PERIOD 1. The contractor shall provide support services in accordance (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$194,586.92

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7105	R408	FMS ADMIN LABOR FOR OPTION PERIOD 1. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$1,331,010.37

For Cost Type / NSP Items

7106	Deliverables under the Option Period under CLINS 7001- IAW CDRLS, Exhibit A. CDRLS are NOT SEPERATELY PRICED.	1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7107	R408	COUNTRY X LABOR FOR OPTION 1 PERIOD.The contractor shall provide support services in accordance with (IAW) Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$253,656.41
7201	R408	USG LABOR FOR OPTION PERIOD 2. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$10,779,368.17
7202	R408	ISRAEL LABOR FOR OPTION PERIOD 2. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$380,676.48
7203	R408	JAPAN LABOR FOR OPTION PERIOD 2. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$406,979.95
7204	R408	KOREA LABOR FOR OPTION PERIOD 2. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$197,505.73
7205	R408	FMS ADMIN LABOR FOR OPTION PERIOD 2. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$1,347,526.21

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For Cost Type / NSP Items

7206 Deliverables under the Option Period under CLINS 7001- IAW CDRLS, Exhibit A. 1.0 LO NSP
CDRLS are NOT SEPERATELY PRICED.

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7207	R408	COUNTRY X LABOR FOR OPTION 2 PERIOD. The contractor shall provide support services in accordance with (IAW) Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$257,461.25
7301	R408	USG LABOR FOR OPTION PERIOD 3. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$10,937,318.11
7302	R408	ISRAEL LABOR FOR OPTION PERIOD 3. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$384,592.28
7303	R408	JAPAN LABOR FOR OPTION PERIOD 3. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$411,429.67
7304	R408	KOREA LABOR FOR OPTION PERIOD 3. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$200,468.31
7305	R408	FMS ADMIN LABOR FOR OPTION PERIOD 3. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$1,364,289.79

For Cost Type / NSP Items

7306 Deliverables under the Option Period under CLINS 7001- IAW CDRLS, Exhibit A. 1.0 LO NSP
CDRLS are NOT SEPERATELY PRICED.

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7307	R408	COUNTRY X LABOR FOR OPTION 3 PERIOD.The contractor shall provide support services in accordance with (IAW) Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$261,323.17
7401	R408	USG LABOR FOR OPTION PERIOD 4. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$11,097,630.71
7402	R408	ISRAEL LABOR FOR OPTION PERIOD 4. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$388,566.82
7403	R408	JAPAN LABOR FOR OPTION PERIOD 4. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$415,946.14
7404	R408	KOREA LABOR FOR OPTION PERIOD 4. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$203,475.34
7405	R408	FMS ADMIN LABOR FOR OPTION PERIOD 4. The contractor shall provide support services in accordance with (IAW)Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$1,381,304.81

For Cost Type / NSP Items

7406	Deliverables under the Option Period under CLINS 7001- IAW CDRLS, Exhibit A. CDRLS are NOT SEPERATELY PRICED.	1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7407	R408	COUNTRY X LABOR FOR OPTION 4 PERIOD.The contractor shall provide support services in accordance with (IAW) Section C. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$265,243.02

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R408	Travel for USG Base Period. Travel. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD) (Fund Type - OTHER)	1.0	LO	██████████
900101	R408	Funding for CLIN 9001 USG Travel for Base Period in the amount of \$185,000.00 (AF-Procurement) (Fund Type - OTHER)			
9002	R408	Travel for Israel Base Period. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type-TBD). (FMS Case #IS-D-SAC)	1.0	LO	██████████
900201	R408	Funding for CLIN 9002 Israel Travel for Base Period in the amount of \$24,030.00 (IS-D-SAC). (FMS)			
9003	R408	Travel for JAPAN Base Period. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (FMS Case #JA-D-SBC)	1.0	LO	██████████
900301	R408	Funding for CLIN 9003 Japan Travel for Base Period in the amount of \$10,000.00 (JA-D-SBC) (FMS)			
9004	R408	Travel for KOREA FOR BASE PERIOD. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (FMS FUNDS-KOREA). (FMS Case #KS-D-SAC)	1.0	LO	██████████
900401	R408	Funding for CLIN 9004 Korea Travel for Base Period in the amount of \$30,000.00 (Korea 0702 - KS-D-SAC) (FMS)			
900402	R408	Funding for CLIN 9004 Korea Travel for Base Period in the amount of \$8,859.75 (Korea 0705 - KS-D-SAC) (FMS)			
900403	R408	Funding for CLIN 9004 Korea Travel for Base Period in the amount of \$9,741.00 (Korea 0700 - KS-D-SAC) (FMS)			
9005	R408	Travel for FMS Admin Base Period. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - OTHER)	1.0	LO	██████████
900501	R408	Funding for CLIN 9005 FMS Admin Travel for Base Period in the amount of \$109,500.00 (Fund Type - OTHER)			
9006	R408	Travel for Country X Base Period. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (FMS Case #SN-D-QAQ)	1.0	LO	██████████
900601	R408	Funding for CLIN 9006 Country X Travel for Base Period in the amount of \$50,000.00 (SN-D-QAQ) (FMS)			
9101	R408	Travel for USG Option Period 1. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9102	R408	Travel for ISRAEL Option Period 1. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9103	R408	Travel for JAPAN Option Period 1. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9104	R408	Travel for KOREA Option Period 1. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9105	R408	Travel for FMS Admin Option Period 1. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9106	R408	Travel for Country X Option 1 Period. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9201	R408	Travel for USG Option Period 2. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9202	R408	Travel for ISRAEL Option Period 2. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9203	R408	Travel for JAPAN Option Period 2. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9204	R408	Travel for KOREA Option Period 2. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Travel Policy. (Fund Type - TBD). (Fund Type - TBD)			
		Option			
9205	R408	Travel for FMS Admin Option Period 2. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9206	R408	Travel for Country X for Option 2 Period. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9301	R408	Travel for USG Option Period 3. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9302	R408	Travel for ISRAEL Option Period 3. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9303	R408	Travel for JAPAN Option Period 3. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9304	R408	Travel for KOREA Option Period 3. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9305	R408	Travel for FMS Admin Option Period 3. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9306	R408	Travel for Country X for Option 3 Period. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9401	R408	Travel for USG Option Period 4. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)			
		Option			
9402	R408	Travel for ISRAEL Option Period 4. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9403	R408	Travel for JAPAN Option Period 4. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9404	R408	Travel for KOREA Option Period 4. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9405	R408	Travel for FMS Admin Option Period 4. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			
9406	R408	Travel for Country X Option Period 4. Travel charges are allowable subject to the limitations of FAR 31.205-46. Prior coordination must be requested and approved before all travel IAW the JSF Travel Policy. (Fund Type - TBD). (Fund Type - TBD)	1.0	LO	██████████
		Option			

Clauses specified in Section B of the basic Seaport contract are incorporated into this task order, as applicable.

For the purposes of this task order, the term "Task Order Manager (TOM)" is considered synonymous with the term "Contracting Officer's Representative (COR)".

Under Seaport-e Task Order Competitions, the term "contract" means "task order."

The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional SLINs during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

This task order has cost plus fixed-fee and cost reimbursement (non-fee bearing) items.

Cost Plus Fixed Fee CLINs are 7001, 7002, 7003, 7004, 7005, 7007, 7101, 7102, 7103, 7104, 7105, 7107, 7201, 7202, 7203, 7204, 7205, 7207, 7301, 7302, 7303, 7304, 7305, 7307, 7401, 7402, 7403, 7404, 7405, 7407.

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Cost Reimbursement Only and NON-FEE BEARING CLINs are 9001, 9002, 9003, 9004, 9005, 9006, 9101, 9102, 9103, 9104, 9105, 9106, 9201, 9202, 9203, 9204, 9205, 9206, 9301, 9302, 9303, 9304, 9305, 9306, 9401, 9402, 9403, 9404, 9405, 9406.

No Cost Data CLINs are 7006, 7106, 7206, 7306, 7406.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVESEA)(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 █████ 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.

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

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 927,960 total man-hours of direct labor, including subcontractor direct labor for those subcontractors

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specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **40** 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: $\text{Fee Reduction} = \text{Fee} \times (\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE}$ or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the

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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.

(End of Clause)

* The table in Attachment 12 reflects labor categories and respective hours.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Section C moved and is now Attachemnt 0016.

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SECTION D PACKAGING AND MARKING

Clauses specified in Section D of the Seaport basic contract apply to this task order, unless otherwise specified in the task order.

Items 7006, 7106, 7206, 7306, 7406 - The data to be furnished hereunder shall be packaged, packed and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRLs). Unless otherwise directed, all deliverables shall be delivered to the Contracting Officer's Representative (COR), for purposes of Seaport-e MAC Clause HQ-D-2-0008, "Marking of Reports."

D.1 DELIVERABLES MEDIAThe contractor shall provide deliverables to addresses identified in Section G in machine readable format using MS Office Suite and Adobe via email, or CD-ROM for those deliveries that cannot be e-mailed. The contractor shall use best commercial practices for formatting deliverables under this contract.

D.2 MARKINGS FOR ELECTRONIC DELIVERY

Electronic copies shall be delivered via e-mail attachment. The contractor shall label each electronic delivery with the Contract Number and Project Title in the subject line of the e-mail transmittal. The contractor shall include a transmittal letter with all formal data submittals that defines the contents of the data shipment, including the following information as applicable:

- Item name and serial number
- Specification number
- Commercial and Government Entity (CAGE) Code
- contract number
- CDRL number corresponding to Section F.4
- Submittal type – preliminary, final.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the following:

CLIN	Description	Task Order Year	Inspection At	Inspection By	Acceptance At	Acceptance By
7001	Services	Base	Government	Government	Government	Government
7002	Services	Base	Government	Government	Government	Government
7003	Services	Base	Government	Government	Government	Government
7004	Services	Base	Government	Government	Government	Government
7005	Services	Base	Government	Government	Government	Government
7006	CDRLS	Base	Government	Government	Government	Government
7007	Services	Base	Government	Government	Government	Government
7101	Services	Option 1	Government	Government	Government	Government
7102	Services	Option 1	Government	Government	Government	Government
7103	Services	Option 1	Government	Government	Government	Government
7104	Services	Option 1	Government	Government	Government	Government
7105	Services	Option 1	Government	Government	Government	Government
7106	CDRLS	Option 1	Government	Government	Government	Government
7107	Services	Option 1	Government	Government	Government	Government
7201	Services	Option 2	Government	Government	Government	Government
7202	Services	Option 2	Government	Government	Government	Government
7203	Services	Option 2	Government	Government	Government	Government
7204	Services	Option 2	Government	Government	Government	Government
7205	Services	Option 2	Government	Government	Government	Government
7206	CDRLS	Option 2	Government	Government	Government	Government
7207	Services	Option 2	Government	Government	Government	Government
7301	Services	Option 3	Government	Government	Government	Government
7302	Services	Option 3	Government	Government	Government	Government
7303	Services	Option 3	Government	Government	Government	Government
7304	Services	Option 3	Government	Government	Government	Government
7305	Services	Option 3	Government	Government	Government	Government
7306	CDRLS	Option 3	Government	Government	Government	Government
7307	Services	Option 3	Government	Government	Government	Government
7401	Services	Option 4	Government	Government	Government	Government
7402	Services	Option 4	Government	Government	Government	Government
7403	Services	Option 4	Government	Government	Government	Government
7404	Services	Option 4	Government	Government	Government	Government
7405	Services	Option 4	Government	Government	Government	Government
7406	CDRLS	Option 4	Government	Government	Government	Government
7407	Services	Option 4	Government	Government	Government	Government
9001	Travel	Base	Government	Government	Government	Government
9002	Travel	Base	Government	Government	Government	Government
9003	Travel	Base	Government	Government	Government	Government
9004	Travel	Base	Government	Government	Government	Government
9005	Travel	Base	Government	Government	Government	Government

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9006	Travel	Base	Government	Government	Government	Government
9007	Travel	Base	Government	Government	Government	Government
9101	Travel	Option 1	Government	Government	Government	Government
9102	Travel	Option 1	Government	Government	Government	Government
9103	Travel	Option 1	Government	Government	Government	Government
9104	Travel	Option 1	Government	Government	Government	Government
9105	Travel	Option 1	Government	Government	Government	Government
9106	Travel	Option 1	Government	Government	Government	Government
9107	Travel	Option 1	Government	Government	Government	Government
9201	Travel	Option 2	Government	Government	Government	Government
9202	Travel	Option 2	Government	Government	Government	Government
9203	Travel	Option 2	Government	Government	Government	Government
9204	Travel	Option 2	Government	Government	Government	Government
9205	Travel	Option 2	Government	Government	Government	Government
9206	Travel	Option 2	Government	Government	Government	Government
9207	Travel	Option 2	Government	Government	Government	Government
9301	Travel	Option 3	Government	Government	Government	Government
9302	Travel	Option 3	Government	Government	Government	Government
9303	Travel	Option 3	Government	Government	Government	Government
9304	Travel	Option 3	Government	Government	Government	Government
9305	Travel	Option 3	Government	Government	Government	Government
9306	Travel	Option 3	Government	Government	Government	Government
9307	Travel	Option 3	Government	Government	Government	Government
9401	Travel	Option 4	Government	Government	Government	Government
9402	Travel	Option 4	Government	Government	Government	Government
9403	Travel	Option 4	Government	Government	Government	Government
9404	Travel	Option 4	Government	Government	Government	Government
9405	Travel	Option 4	Government	Government	Government	Government
9406	Travel	Option 4	Government	Government	Government	Government
9407	Travel	Option 4	Government	Government	Government	Government

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

E.1 RESERVED

E.2 RESERVED

E.3 RESERVED

E.4 RESERVED

E.5 RESERVED

E.6 RESERVED

52.246-5 Inspection of Services -- Cost-Reimbursement (Apr 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and

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material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of Clause)

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form Attachment 15. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7001	9/4/2015 - 9/3/2016
7002	9/4/2015 - 9/3/2016
7003	9/4/2015 - 9/3/2016
7004	9/4/2015 - 9/3/2016
7005	9/4/2015 - 9/3/2016
7007	9/4/2015 - 9/3/2016
9001	9/4/2015 - 9/3/2016
9002	9/4/2015 - 9/3/2016
9003	9/4/2015 - 9/3/2016
9004	9/4/2015 - 9/3/2016
9005	9/4/2015 - 9/3/2016
9006	9/4/2015 - 9/3/2016

Clauses Specified in Section F of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

F.1 PLACE OF PERFORMANCE

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

The services to be performed herein shall be performed at:

F-35 JPO (CG4), 200 12th Street South, Arlington, Virginia (VA)
 F-35 JPO (Century 1), 2450 Crystal Drive, Suite 800, Arlington, VA
 F-35 JPO (Polk Facility), 2521 South Clark Street, Arlington, VA
 Naval Air Warfare Center/Aircraft Division (NAWC/AD), Patuxent (PAX) River, Maryland
 Edwards Air Force Base (AFB), California (CA)
 Wright-Patterson AFB, Ohio (OH)
 Eglin AFB, Florida (FL)
 Naval Air Warfare Center /Weapons Division (NAWC/WD), China Lake, CA
 NAWC/WD, Point Mugu, CA
 Ft. Worth, TX

Contractor's Location: The contractors location shall be 10 miles from the F-35 JPO, located at 200 12th St S, Arlington, VA 22202.

An alternate place of performance maybe approved on a case by case basis. The contractor may submit a request for an alternate place of performance for a specific position after the position has been fill for 60 days or more. Any and all requests for an alternate place of performance shall be submitted in writing to the Contracting Officer Representative and are subject to the approval of the Government.

F.2 RESERVED

F.3 CONTRACT SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the COR to monitor timely performance under this contract. Note that "days", as used within the schedule, reflects working days unless otherwise

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noted. This schedule may be revised.

The following abbreviations are used in this schedule:

NLT: No Later Than

DOA: Date of Award

All references to days: Government Workdays

NO.			DATE	
1	Kick-off Meeting Agenda and Slides	SOW 3.1.1	NLT five days NLT five (5) days after contract award and slides ten (10) days after DOA	B001
2	Monthly Status Report (MSR)	SOW 3.1.2	10th day of each month	B002
3	Monthly Expenditure Report	SOW 3.1.2	10th day of each month	B003
4	Trip Report	SOW 3.1.2	Five (5) days after trip	B004
5	Meeting Reports	SOW 3.1.2	Five (5) days after meeting	B005
6	Problem Notification Report	SOW 3.1.2	NLT one (1) day after problem is identified	B006
7	Project Management Plan	SOW 3.1.4	Draft: NLT 1 month after DOA. Final: NLT 2 months after DOA. Updates: every 6 months	B007
8	IPR Minutes	SOW 3.1.5	10th day of each Quarter	B008
9	Incurred Cost Report	SOW 3.1.2	Sixty (60) days after DOA	B009
10	Transition-Out Plan	SOW 3.1.3	NLT 90 DOA	B0010
11	Transition-In Plan	SOW 3.1.3	NLT 10 DOA with weekly status update thereafter for the duration of the transition -in period.	B0011

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F.4 RESERVED

Originals of all deliverables and correspondence related to this contract shall be delivered to the COR.

F.5 NOTIFICATION REGARDING LATE DELIVER/ PROBLEM NOTIFICATION REPORT

The contractor shall notify the COR via a PNR (**see Section J, Attachment 2**) as soon as it becomes apparent to the contractor that a scheduled cdrl will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including but not limited to termination.

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
laptops, desktops, printers, scanners, copiers, fax machine, software, communications devices, telephones, access cards and JVE access	TBD	Within 45 days of start date

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to the plant free of expense to the Government.

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 B001 - B011 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

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(distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code N68335

(2) ACO, Code TBD.

(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: provided upon award.

(End of Provision)

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SECTION G CONTRACT ADMINISTRATION DATA

TYPE OF CONTRACT: This is a cost plus fixed fee level of effort term task order.

All provisions and clauses of Section G of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

G.1 INVOICE SUBMISSION

The contractor will invoice in Wide Area Work Flow (WAWF) in accordance with Defense Federal Acquisition Regulations (DFARS) 252.232-7003. The contractor shall submit all invoices in WAWF by selecting COMBO. This information replaces guidance outlined in Section I.1; **DoDAAC** Location Table. The selection of COMBO in WAWF allows the COR has access to the invoices. The "Ship To Code" and the "Acceptance at Other Code" is F1ATD2. For FMS funding CLINS, ensure invoicing is billed to whichever country tasked.

G.2 INVOICE CONTENT

The contractor shall invoice on a monthly basis. The invoice shall include the PoP covered by the invoice and the CLIN number, item number and title. All hours and costs shall be reported by CLIN element (as shown in Section B) and contractor employee, and shall be provided for the current billing month and in total from project inception to date. If teaming or subcontracting is proposed, one consolidated invoice from the prime contractor shall be submitted in accordance with other terms and conditions of the contract. FMS hours should be billed to the country that the individual performed the work for.

G.2.1 TRAVEL

The contractor shall invoice monthly on the basis of cost incurred for travel in accordance with the JTR/Federal Travel Regulation (FTR). The invoice shall include the period of performance covered by the invoice, the CLIN number and title, and the contract number.

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

(a) Definitions. As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization. "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF). "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system. (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving 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 System for Award Management at

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF

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

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(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).
Submit Voucher as COMBO (Cost Reimbursable, T&M, or FPI)

(Contracting Officer: Insert applicable document type(s).

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location

(s) in WAWF, as specified by the contracting officer. See Below routing table.

(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	S2101A
Issue By DoDAAC	N68335
Admin DoDAAC	S2101A
Inspect By DoDAAC	F1ATD2
Ship To Code	F1ATD2
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A

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DCAA Auditor DoDAAC	N/A
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.
jfsupportcontracts@jsf.mil and demetrio.camua@jsf.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.
 ___LCDR Demetrio camua, demetrio.camua@jsf.mil, telephone number: 703-607-4569 and Anthony Verdugo, anthony.verdugo@jsf.mil, telephone number: 703-601-5475

(End of clause)

PGI 204.7108(d)(12) Other

In accordance with the PGI 204-7108 instructions, the standard payment instructions provided for in paragraphs (d)(7) through (d)(11) are not appropriate for utilization in this contract. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific taskings as defined in the funding modifications. The contract structure or receipt of funding does not allow for a singel funding line on each CLIN, and task performance does not allow for sequential payment of ACRNS or prorated payment against all ACRNs. In order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instructions (d)(12) "Other" applies. Payments shall be made in accordance with the contractor identification of the CLIN and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the task, WBS performance and applicable funding.

(End of Clause)

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

CLIN	DESCRIPTION	FEE
7001	USG LABOR	
7002	ISRAEL LABOR	
7003	JAPAN LABOR	
7004	KOREA LABOR	
7005	FMS ADMIN LABOR	
7007	CTRY X LABOR	
9001	USG TRAVEL	\$0.00

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9002	ISRAEL TRAVEL	\$0.00
9003	JAPAN TRAVEL	\$0.00
9004	KOREA TRAVEL	\$0.00
9005	FMS ADMIN TRAVEL	\$0.00
9007	CTRY X TRAVEL	\$0.00
	TOTAL	

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

CLIN	DESCRIPTION	COST	PoP
7001	USG LABOR		09/01/16
7002	ISRAEL LABOR		06/05/16
7003	JAPAN LABOR		11/05/16
7004	KOREA LABOR		10/01/16
7005	FMS ADMIN LABOR		03/05/16
7007	CTRY X LABOR		06/05/06
9001	USG TRAVEL		12/05/15
9002	ISRAEL TRAVEL		12/05/15
9003	JAPAN TRAVEL		12/05/15
9004	KOREA TRAVEL		7/05/15
9005	FMS ADMIN TRAVEL		12/05/15
9007	CTRY X TRAVEL		12/05/15
	TOTAL		

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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

(a) The Contracting Officer has designated LCDR Demetrio Camua, demetrio.camua@jsf.mil and Anthony Verdugo, anthony.verdugo@jsf.mil, telephone number 703-601-5475 as an authorized Contracting Officer's Representatives (COR) to perform the following functions, duties, and/or responsibilities TBD

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representatives (ACOR): N/A to perform the functions, duties, and/or responsibilities outlined below in the absence of ACOR 1 Functions, Duties, and/or Responsibilities.

(c) The effective period of the COR designation is the term of the contract.

5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR)(JUN 2014)

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The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required documentation in accordance with contract CDRL B008. When a subcontractor submits directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly submitted to the Government.

(a) **General:** The contractor shall provide supporting documentation as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL B008 appropriate. This documentation shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice.

(b) **Incurred Costs:** For cost reimbursable service contracts and for cost reimbursable contract line items for or related to services, the contractor shall segregate costs incurred and utilize the data tables outlined in Attachment 13 to provide the detail required below. The total of all cost elements below shall match the applicable invoiced amount(s). If a particular element is not applicable or there are no costs associated to a particular element, the tables shall state "Not Applicable."

Documentation required herein that is not reported as part of the data tables shall be included as a separate attachment or otherwise made available for review in a location accessible to the Government with notification of this location provided to the Procuring Contracting Officer.

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in Attachment 13.

(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 13. 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 13. 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 documented. For travel, the dates, destinations, names of individuals traveling, purpose and total cost shall be documented. 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 following statement regarding ODCs and Labor shall also be included, if applicable: "No fee has been applied to ODCs, and the applicable fee and pass through rate do not exceed those identified in NAVAIR Clause 5252.215-9512, Saving 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.

(2) Contract administration function withheld, additional contract administration functions assigned, or special instructions (see FAR 42.220) are: as delineated by Procuring Contracting Officer correspondence.

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

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Accounting Data

SLINID	PR Number	Amount
700101	1300525058	3490334.00
LLA :		
AA 5753010 1154 748 10F03 5 4G91ST 55 901271 42F667100F67 100ALDAAFSR027527PSRH 667100		
CIN: 130052505800001		
USG Funding		
700201	1300525093	280500.00
LLA :		
AE 9711X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020581PSRG7 667100		
CIN 130052509300001		
FMS Israel Funding		
700301	1300525903	55000.00
LLA :		
AF 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008686PSRC7 667100		
CIN 130052590300001		
FMS Japan Funding		
700401	1300525094	144000.00
LLA :		
AC 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070200066710 0F67100FSR004254PSR66 667100		
CIN: 130052509400001		
Korea 0702 Funding		
700501	1300525096	657500.00
LLA :		
AD 9711X8242 AL62 4A5 15JSA D MOOA00 5L 250640 000000667100 F67100FSR000126PSR002 667100		
CIN 130052509600001		
FMS Admin Funding		
700701	1300525099	187500.00
LLA :		
AB 9711X8242 0002 4FX 4790C Q AQSNO0 00 000000 000800066710 0F67100FSR027148PSR01 667100		
CIN: 130052509900001		
FMS Country X Funding		
900101	1300525058	185000.00
LLA :		
AA 5753010 1154 748 10F03 5 4G91ST 55 901271 42F667100F67 100ALDAAFSR027527PSRH 667100		
CIN 130052505800002		
USG Funds		
900201	1300525093	30000.00
LLA :		
AE 9711X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020581PSRG7 667100		
CIN 130052509300002		
FMS Israel Funding		
900301	1300525903	10000.00
LLA :		
AF 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008686PSRC7 667100		

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00
CIN 130052590300002
FMS Japan Funding

900401 1300525094 30000.00
LLA :
AC 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070200066710 0F67100FSR004254PSR66 6671
00
CIN: 130052509400002
Korea 0702 Funding

900501 1300525096 109500.00
LLA :
AD 9711X8242 AL62 4A5 15JSA D MOOA00 5L 250640 000000667100 F67100FSR000126PSR002 6671
00
CIN 130052509600002
FMS Admin Funding

900601 1300525099 50000.00
LLA :
AB 9711X8242 0002 4FX 4790C Q AQSNO0 00 000000 000800066710 0F67100FSR027148PSR01 6671
00
CIN 130052509900002
FMS Country X Funding

BASE Funding 5229334.00
Cumulative Funding 5229334.00

MOD 01 Funding 0.00
Cumulative Funding 5229334.00

MOD 02 Funding 0.00
Cumulative Funding 5229334.00

MOD 03

700402 1300547269 28097.25
LLA :
AH 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070500066710 0F67100FSR004254PSRO3 6671
00
CIN 130054726800001
FMS Korea Funding

700403 1300547268 19614.00
LLA :
AK 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254PSR66 6671
00
CIN 130054726800001
FMS Korea Funding

900402 1300547269 8859.75
LLA :
AL 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070500066710 0F67100FSR004254PSRO3 6671
00
CIN 130054726900002
FMS Korea Travel Funding

900403 1300547268 9741.00
LLA :
AM 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254PSR66 6671
00
CIN 130054726800002
FMS Korea Travel Funding

MOD 03 Funding 66312.00
Cumulative Funding 5295646.00

MOD 04

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700102 1300563722 2600000.00
 LLA :
 AN 5763010 1164 748 10F03 5 4G91ST 55 901271 42F667100F67 100ALDAAFSR019542PSRG 667100
 CIN: 130056372200001

MOD 04 Funding 2600000.00
 Cumulative Funding 7895646.00

MOD 05 Funding 0.00
 Cumulative Funding 7895646.00

MOD 06

700201 1300525093 5970.00
 LLA :
 AE 9711X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020581PSRG7 6671
 00
 CIN 130052509300001
 FMS Israel Funding

700301 1300525903 30196.00
 LLA :
 AF 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008686PSRC7 6671
 00
 CIN 130052590300001
 FMS Japan Funding

700403 1300547268 (9471.00)
 LLA :
 AK 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254PSR66 6671
 00
 CIN 130054726800001
 FMS Korea Funding

700501 1300525096 60000.00
 LLA :
 AD 9711X8242 AL62 4A5 15JSA D MOOA00 5L 250640 000000667100 F67100FSR000126PSR002 6671
 00
 CIN 130052509600001
 FMS Admin Funding

700502 1300581443 242195.00
 LLA :
 AP 9711X8242 AL62 4A6 15JSA D MOOA00 5L 250640 000000667100 F67100FSR000273PSRQ02 6671
 00
 CIN 130058144300001
 FMS Admin fund for FMS Admin

900201 1300525093 (5970.00)
 LLA :
 AE 9711X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020581PSRG7 6671
 00
 CIN 130052509300002
 FMS Israel Funding

900501 1300525096 (60000.00)
 LLA :
 AD 9711X8242 AL62 4A5 15JSA D MOOA00 5L 250640 000000667100 F67100FSR000126PSR002 6671
 00
 CIN 130052509600002
 FMS Admin Funding

MOD 06 Funding 262920.00
 Cumulative Funding 8158566.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses of Section H of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

H.1 Reserved

H.1.1 GOVERNMENT FURNISHED PROPERTY (GFP)

H.1.2 GOVERNMENT FURNISHED PROPERTY (GFP) On-Site: The Government will provide

on-site contractor personnel with workspace furnished with a desk, computer, telephone and basic access to printers, facsimile (fax) and copy machines. Specific location is dependent upon space availability.

H.1.3 GOVERNMENT FURNISHED PROPERTY (GFP) Off-Site:

GOVERNMENT FURNISHED PROPERTY (GFP) Off-Site: If specified, the Government will provide contractor personnel with Joint Strike Fighter Virtual

Enterprise (JVE) IT-related GFP and facilitate JVE access. IT-related GFP

includes but is not limited to, laptops, desktops, printers, scanners,

copiers, fax machines, software, communications devices, telephones, and

access cards. The method of access will be dependent upon the contractor's

physical location and DISA circuit availability. The Government retains

ownership of all equipment and will execute periodic inventory assessments.

The contractor will identify space dedicated for JVE access that adheres to

F-35 Foreign Disclosure policies and addresses the risks of inadvertent disclosure. The

Government will fund initial off site set up for JVE access. If the contractor decides to move to a

different location within the period of performance of the contract, the contractor will be

reponsible for funding the second set up of the JVE access as well as all additional setups, if required.

H.1.4 GOVERNMENT FURNISHED PROPERTY (GFP) Blackberry (BB):

The Government will provide Government-owned/managed BB if required and approved for contractor function. Integrated Product Team (IPT) and/or Functional Team (FT) Lead and Chief Information Officer (CIO) endorsements are required before a BB will be assigned to the contractor. The Government retains ownership of all equipment and will execute periodic inventory assessments.

H.1.5 SAFEGUARDING OF F-35 UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION AND GFP:

The contractor shall safeguarded and secure all IT-related GFP and Unclassified controlled technical information in accordance with Department of Defense (DoD) Federal Acquisition Regulation (FAR) [DFAR] Supplement, Section 252.204-7012 and F-35 Joint Program Office

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(JPO) governing policies and procedures. IT-related GFP includes but is not limited to, laptops, desktops, printers, scanners, copiers, fax machines, software, communications devices, telephones, and access cards.

H.1.6 FOREIGN DISCLOSURE OF F-35 CONTROLLED TECHNICAL INFORMATION:

The contractor shall safeguard all F-35 controlled technical information in accordance with the F-35 Foreign Disclosure policy. If contract allows contractor to process, store, and/or send data to their corporate computing or on separate/dedicated computing capabilities, the contractors shall adhere to DFAR Supplement, Section 252.204-7012, F-35 Joint Program Office (JPO) Foreign Disclosure policies, and obtain an Approval to Operate (ATO) from the appropriate F-35 Designated Authorizing Official (DAO.)

H.1.7 GFP IT EQUIPMENT/DEVICE MAINTENANCE:

The contractor will provide, or provide access to, IT equipment/devices to the IT CSS for maintenance actions. The use of remote management techniques and/or on-site maintenance will be used to the best extent possible; however the user/contractor may be required to bring the IT equipment to the F-35 JPO IT CSS location.

H.1.8 BADGES:

Contractor staff will also receive appropriate building badges and accesses to enter Government facilities. Use of all GFP for other than Government work is strictly prohibited

H.1.9 TURN-IN OF EQUIPMENT: All GFP including, but not limited to, IT equipment, software, communication devices, telephones, access cards, office furniture, and supplies will be returned to the F-35 JPO Operations IPT prior to the departure of each responsible contractor employee or at the end of the contract, whichever date comes earlier.

H.1.10 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION:

The contractor will ensure that all personnel filling IT and/or IA positions on systems that process, store, and/or transmit government data/information adhere to "DFAR 252.239-7001 Information Assurance Contractor Training and Certification".

H.1.11 GOVERNMENT FURNISHED INFORMATION:

The F-35 JPO will provide access to the necessary F-35 documentation to perform the tasks identified in Section C.

H.1.12 "INCLEMENT WEATHER & FEDERAL CLOSURE PROCEDURES".

The contractor employees will adhere to Amelex General Policy dated 23 November 2015.

Contractor employees, with the exception of those who are not issued JVE laptops and Reference numbers 1, 2 and 3 (see Attachment 12, Level of Effort), are pre-approved to follow the Washington, DC, Area Dismissal and Closure Procedures, for an emergency or weather condition, as promulgated by U.S. Office of Personnel Management (<https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/current->

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[status/](#)).

H.2 TRAVEL

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

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

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

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

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

(c) Travel Policy.

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

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

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

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

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons per car, provided that such number or greater comprise the TDY teams.

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

H.2.1 TRAVEL AUTHORIZATION REQUESTS

Prior to any contract long distance travel, the contractor shall prepare a Travel Authorization

Request (**See Section J, Attachment 3**) for COR approval. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible. If a requirement for long distance travel arises while an individual is already on a long distance trip, the individual shall prepare and submit a Travel Authorization Request when possible, but no later than five (5) days after returning from the long distance trip.

H.2.2 CONTENT OF TRAVEL REQUESTS

Requests for travel approval shall:

- Be summarized by traveler
- Contain date, time, and point of departure
- Identify the TO number
- Identify date prepared, Travel Authorization UID#
- Identify the CLIN (s) associated with the travel
- Name each traveler
- Name the Contractor or Sub-Contractor
- Contain origin and destination
- Contain dates of travel
- Contain organization to be visited
- Contain statement of purpose of travel
- Identify whether the travel request involves back-to-back trips
- Contain the requesting individual's name
- Contain the Government approving official name and signature or have the email attached
- Provide an estimate of travel funds required (include airfare, rental car, lodging, transportation, parking, POV mileage, gasoline, etc.)
- Contain JSF TPOC approval or evidence of approval
- Be submitted in advance of the travel with sufficient time to permit review and approval.

H.3 SECURITY REQUIREMENTS

All positions designated to have a SECRET clearance (**see Attachment 12, Level of Effort**) are required to have a SECRET clearance for performance in that position. Personnel may have an

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INTERIM SECRET clearance on day of on-boarding at the F-35 Joint Program Office unless a Special Access Required (SAR) is required. Positions designated as Secret/SAR (**see Attachment 12, Level of Effort**) must have a FINAL SECRET and be eligible for access under the Special Access Program (SAP) Nomination Process prior to on boarding at the F-35 Joint Program Office or associated field sites.

For personnel holding an INTERIM SECRET clearance, a FINAL SECRET clearance shall be obtained within 140 calendar days of on-boarding at the F-35 Joint Program Office.

At a minimum, the proposed candidate's last security investigation closure date must be no older than 5 years prior to on boarding at the F-35 Joint Program Office or associated field sites. If not, the candidate must have an open investigation that has been initiated prior to his/her investigation going out of scope of the 5-year requirement at the date of submission for Special Access Programs (SAPs) to be deemed SAR eligible.

DoD Instruction 1000.13 dated 23 January 2014 establishes policy, assigns responsibilities, and provides procedures for the issuance of DoD ID cards, to include the DoD Common Access Card (CAC). The Trusted Associate Sponsorship System (TASS, <https://www.dmdc.osd.mil/tass/>) has automated the paper application process using DD Form 1172-2, Application for DoD CAC Defense Enrollment Eligibility Reporting System (DEERS) Enrollment. The COR for this contract is the designated Government representative authorized to verify and sign the web-based DD Form 1172-2.

Compliance with DoD security policy and applicable USAF and USN security directives and methods will be required.

Contractor employees required to routinely travel to the Pentagon or other DoD offices within the National Capitol Region (NCR) in support of this contract will be required to obtain a Pentagon/other DoD facility badge/identification (ID), Common Access Card (CAC), system accounts (log-on and email), and/or NMCI access.

Security Requirements for Overseas Travel:

For travel requirements/restrictions to any foreign country, see the Foreign Clearance Guide (FCG) the following website for applicable information:
<https://www.fcg.pentagon.mil/fcg.cfm>

All contractor personnel must be at least eighteen (18) years of age and U.S. citizens.

A DD254 (**Section J, Attachment 9**) will be provided at the time of award.

This is a DoD work effort that involves access to and/or the safeguarding of classified information material. The security policies, procedures, and requirements stipulated in the National Industrial Security Program Operating Manual (NISPOM), and any supplements thereto are applicable. To include, applicable Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulations (DFARS).

The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directives-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, Federal Information Processing Standards Publication (FIPS PUB) number 201) and HSPD-12, SOP, Personnel Security Process, dated November 18, 2005. The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federal controlled facility or access to a Federal information system. The security policies, procedures and requirements stipulated in the

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NISPOM and supplements thereto are applicable, to include the following security requirements and/or guidance whenever contract performance will occur on a DoD installation or within a DoD controlled facility or activity:

The contractor shall possess or acquire a facility clearance equal to the highest classification stated in the above paragraph in accordance with the NISPOM for contract performance. Disclosure of Information: The contractor shall not release to anyone outside the contractor's organization or outside the F-35 program entities (contractors, subcontractors, government facilities) any classified information, regardless of medium (e.g., film, tape, document, etc.), pertaining to any part of this contract or any program related to this contract, unless: (1) The CO has given prior written approval; or (2) The information is otherwise in the public domain before the date of release. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the CO, COR and F-35 TPOC at least forty-five (45) days before the proposed date for the release. The contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the contract prime contractor to the CO, COR and F-35 TPOC.

The contractor's procedures for protecting against unauthorized disclosure of information shall not require DoD employees or members of the Armed Forces to relinquish control of their work product, whether classified or not, to the contractor.

Prior to beginning operations involving classified information at the Government facility, the offeror must possess, or acquire prior to award of a contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification 9, DD Form 254, attached to this solicitation, the contractor shall enter into a security agreement (or understanding) with the local Government security office. This will ensure contractors follow local security procedures while performing at the Government facility. As a minimum, the agreement shall identify the security actions that will be performed: (a) By the Government facility for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security reviews under DoD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and (b) Jointly by the contractor and the installation, such as packaging and addressing. The security policies, procedures and requirements stipulated in the NISPOM and supplements thereto are applicable, to include the following security requirements and/or guidance whenever contract performance will occur on a DoD installation or within a DoD controlled facility or activity:

Pursuant to Section 808 of Pub. L. 102-190 (DFARS 204, Subpart 204.402(2)), DoD employees or members of the Armed Forces who are assigned to or visiting a contractor facility and are engaged in oversight of an acquisition program will retain control of their work product. Classified work products of DoD employees or members of the Armed Forces shall be handled in accordance with DoD 5220.22-M. Contractor procedures for protecting against unauthorized disclosure of information shall not require DoD employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to a contractor.

If a visit to a contractor facility will require access to classified information, the visitors must give the contractor advance written notice.

When contract performance will involve classified information, the CO shall ensure that the DD Form 254, Contract Security Classification Specification, includes the complete mailing address of the Information Security Program Manager (ISPM) and the responsible MAJCOM security forces. Promptly after contract award, the CO shall provide a copy of the DD Form 254 to each addressee on the DD Form 254.

Work on this project may require that personnel have access to Privacy and other sensitive information. Personnel shall adhere to the Privacy Act, Title 5 of the United States code, section 552a and applicable Client Agency rules and regulations.

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Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this contract, until made public or specifically authorized by the Government. The contractor shall not use, disclose, or reproduce third party companies' proprietary data, other than as authorized and required in performance of this contract. Personnel working on this project will be required to sign a Non-Disclosure Agreement (NDA) (**Section J, Attachment 5**) immediately upon their start on the project. The contractor's procedures for protecting against unauthorized disclosure of information shall not require DoD employees or members of Armed Forces to relinquish control of their work product, whether classified or not, to the contractor.

H.4 TECHNICAL ASSISTANCE AGREEMENT

In order for the contractor, to include subcontractors, consultants, and teaming partners, to engage in technical discussions (defense services) with the F-35 Foreign Government Defense Agencies within the F-35 Program, all F-35 contractors (to include any subcontractors, consultants, or teaming partners) shall have a TAA authorizing export privileges with the cooperative partners as well as the active Foreign Military Sales (FMS) participants. In order to submit a TAA, the offeror, including any subcontractors, consultants, or teaming partners must be registered with the Director, Defense Trade Controls (DDTC), and U.S. DoS (renewable each year) within 10 days of contract award. Upon award, a TAA shall be submitted to DDTC within thirty (30) days after TOA requesting authorization to participate in defense services with the F-35 Partners/participants Government Defense Agencies. Note, registration does not confer any export privileges but is a prerequisite to export licensing approval. If a company (including subcontractors, consultants, or teaming partners) has already registered with DDTC, the proposal shall include the company's DDTC Registration number and expiration date.

H.5 PROPRIETARY INFORMATION AGREEMENTS

The contractor shall obtain, and continue to maintain throughout the life of the TO, Proprietary Information Agreements (PIAs) with each of the critical F-35 Prime and subcontractor firms as well as commercial technical information relationships with all key F-35 U.S. and foreign contractors. These agreements allow contractors to share sensitive internal design documents, models, and projections. The contractor shall have PIAs with Lockheed Martin Aerospace, Pratt & Whitney, Northrop Grumman Air Combat Systems and Northrop Grumman Electronic Systems within 60 days of the start of the transition period. A list of additional required PIAs will be given to the contractor upon award and the agreements shall be in place no later than six (6) months after TO award (TOA). A list of additional required PIAs may be given to the contractor upon award and the agreements shall be in place on an as needed basis.

H.6 NON-DISCLOSURE REQUIREMENTS

H.6.1 NON-DISCLOSURE REQUIREMENTS

If this contract requires the contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall ensure that all of its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the contract: Execute and submit an "Contractor or Subcontractor Employee Non-Disclosure Agreement" Form (**see Section J.1, Attachment 5**) prior to the commencement of any work on the contract. They are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or quote information, or source selection information.

All proposed replacement contractor personnel also must submit a Non-Disclosure Agreement (NDA) and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this contract or obtained by the Government is only to be used in the performance of the contract. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such

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information by its personnel, as defined above.

H.7 KEY PERSONNEL

H.7.1 KEY PERSONNEL SUBSTITUTION

Key Personnel requirements are listed in Section C.

Key personnel are those personnel considered essential to successful contractor performance. The contractor shall not replace any personnel designated as key personnel without the written concurrence of the CO. This notification shall be no later than ten (15) days (thirty (30) days if a security clearance must be obtained in advance of any proposed substitution and shall include justification (including résumé(s) and labor category of proposed substitution(s) in sufficient detail to permit evaluation of the impact on contract performance. The Government will approve initial contractor key personnel at time of award. Replacement key personnel will be approved via modification to the contract. Prior to utilizing other than personnel specified in quotes in response to a request for proposal (RFP), the contractor shall notify the Government CO and the COR. Substitute personnel qualifications shall be equal to, or greater than, those of the person(s) being substituted for. If the Government CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the contract, the contractor may be subject to default action.

H.8 NON-KEY PERSONNEL

Non-Key Personnel requirements are listed in Section C.

H.9 TRANSITION TO GOVERNMENT POSITIONS

The Government, at their discretion, may convert the services listed in this SOW to Government personnel during the PoP of this contract.

H.10 F-35 JPO On-Boarding Procedures

When a contractor's notification of an employee's departure is sent to the COR, the COR will work with the F-35 JPO's Human Resources Division and the appropriate IPT to verify if hiring a replacement is required. This process of informing the contractor that a valid requirement exists for a recently vacated position can take up to five business days. If the recently vacated position is no longer a valid requirement, the position will be descoped from the contract.

When a valid requirement is confirmed and relayed to the contractor, the contractor shall verify that the new candidate for the requirement meets the minimal clearance requirements established in H.3 Security Requirements. Once the name of the candidate and the proposed start date are provided to the Government, the new employee can begin work no earlier than ten business days from the date of the notification to the Government. The Government will issue an acceptance or rejection of a candidate's proposed start date within two business days upon receipt of an arrival notification. The F-35 JPO's on boarding process in the standard for all new employees, unless due to IPT urgency a waiver of the ten business days is warranted.

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

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic

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

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

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

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

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered

with respect to the suppliers and/or equipment used in performance of this Task Order. The task order issued under the contract 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

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

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

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

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

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

[] (2) To the extent the contractor prepares and furnishes complete specifications covering non-developmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production

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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 12 months after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(b)(1))

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

(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

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such
agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not
be used
in performing for the Department of Defense additional work in the same field as work performed
under this
contract if such additional work is procured competitively. (FAR 9.505)

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract
assists
substantially in the preparation of a statement of work or specifications, the contractor shall be
ineligible to
perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based
on such
statement of work or specifications. The contractor shall not incorporate its products or services in
such
statement of work or specifications unless so directed in writing by the Contracting Officer, in which
case
the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the
Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a
supplier of, any system, subsystem or major component utilized for or in connection with any item or
work
statement prepared or other services performed or materials delivered under this contract, and is
procured
on a competitive basis, by the Department of Defense with 12 months after completion
of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or
major component for which the contractor is the sole source of supply or which it participated in
designing
or developing. (FAR 9.505-4(b))

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

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

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

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(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.

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

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

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

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

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

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

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

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

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

5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION

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(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.

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

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

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

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

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

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

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

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

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

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

(d) The prime contractor acknowledges that the Government has the right to use ISCs

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as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

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

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

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

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

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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)".

5252.243-9504 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 email address and telephone number of the Contracting Officer is: Clifford J. Stevens, phone 703-602-5056, email clifford.stevens@jsf.mil

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS

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CONTRACT (NAVAIR)(MAY 2014)

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

(1) Government property currently accountable and managed under the following contracts:
None

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

(2) Government furnished property to be provided under this contract: See Attachment 10.

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

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract: See Attachment 10.

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

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract. None

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

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

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

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

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SECTION I CONTRACT CLAUSES

CONTRACT CLAUSES IN SECTION I IN THE CONTRACTOR'S BASIC SEAPORT-E IDIQ ARE INCORPORATED INTO THIS TASK ORDER BY REFERENCE.

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—**

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(I) FINANCIAL INTERESTS OF THE COVERED EMPLOYEE, OF CLOSE FAMILY MEMBERS, OR OF OTHER MEMBERS OF THE COVERED EMPLOYEE’S HOUSEHOLD;

(II) OTHER EMPLOYMENT OR FINANCIAL RELATIONSHIPS (INCLUDING SEEKING OR NEGOTIATING FOR PROSPECTIVE EMPLOYMENT OR BUSINESS); AND

(III) GIFTS, INCLUDING TRAVEL.

(2) FOR EXAMPLE, FINANCIAL INTERESTS REFERRED TO IN PARAGRAPH (1) OF THIS DEFINITION MAY ARISE FROM—

(I) COMPENSATION, INCLUDING WAGES, SALARIES, COMMISSIONS, PROFESSIONAL FEES, OR FEES FOR BUSINESS REFERRALS;

(II) CONSULTING RELATIONSHIPS (INCLUDING COMMERCIAL AND PROFESSIONAL CONSULTING AND SERVICE ARRANGEMENTS, SCIENTIFIC AND TECHNICAL ADVISORY BOARD MEMBERSHIPS, OR SERVING AS AN EXPERT WITNESS IN LITIGATION);

(III) SERVICES PROVIDED IN EXCHANGE FOR HONORARIUMS OR TRAVEL EXPENSE REIMBURSEMENTS;

(IV) RESEARCH FUNDING OR OTHER FORMS OF RESEARCH SUPPORT;

(V) INVESTMENT IN THE FORM OF STOCK OR BOND OWNERSHIP OR PARTNERSHIP INTEREST (EXCLUDING DIVERSIFIED MUTUAL FUND INVESTMENTS);

(VI) REAL ESTATE INVESTMENTS;

(VII) PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY INTERESTS; OR

(VIII) BUSINESS OWNERSHIP AND INVESTMENT INTERESTS.

(B) REQUIREMENTS. THE CONTRACTOR SHALL—

(1) HAVE PROCEDURES IN PLACE TO SCREEN COVERED EMPLOYEES FOR POTENTIAL PERSONAL CONFLICTS OF INTEREST, BY—

(I) OBTAINING AND MAINTAINING FROM EACH COVERED EMPLOYEE, WHEN THE EMPLOYEE IS INITIALLY ASSIGNED TO THE TASK UNDER THE CONTRACT, A DISCLOSURE 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

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CONSULTATION WITH THE CONTRACTING AGENCY;

(II) PROHIBIT USE OF NON-PUBLIC INFORMATION ACCESSED THROUGH PERFORMANCE OF A GOVERNMENT CONTRACT FOR PERSONAL GAIN; AND

(III) OBTAIN A SIGNED NON-DISCLOSURE AGREEMENT TO PROHIBIT DISCLOSURE OF NON-PUBLIC INFORMATION ACCESSED THROUGH PERFORMANCE OF A GOVERNMENT CONTRACT.

(3) INFORM COVERED EMPLOYEES OF THEIR OBLIGATION—

(I) TO DISCLOSE AND PREVENT PERSONAL CONFLICTS OF INTEREST;

(II) NOT TO USE NON-PUBLIC INFORMATION ACCESSED THROUGH PERFORMANCE OF A GOVERNMENT CONTRACT FOR PERSONAL GAIN; AND

(III) TO AVOID EVEN THE APPEARANCE OF PERSONAL CONFLICTS OF INTEREST;

(4) MAINTAIN EFFECTIVE OVERSIGHT TO VERIFY COMPLIANCE WITH PERSONAL CONFLICT-OF-INTEREST SAFEGUARDS;

(5) TAKE APPROPRIATE DISCIPLINARY ACTION IN THE CASE OF COVERED EMPLOYEES WHO FAIL TO COMPLY WITH POLICIES ESTABLISHED PURSUANT TO THIS CLAUSE; AND

(6) REPORT TO THE CONTRACTING OFFICER ANY PERSONAL CONFLICT-OF-INTEREST VIOLATION BY A COVERED EMPLOYEE AS SOON AS IT IS IDENTIFIED. THIS REPORT SHALL INCLUDE A DESCRIPTION OF THE VIOLATION AND THE PROPOSED ACTIONS TO BE TAKEN BY THE CONTRACTOR IN RESPONSE TO THE VIOLATION. PROVIDE FOLLOW-UP REPORTS OF CORRECTIVE ACTIONS TAKEN, AS NECESSARY. PERSONAL CONFLICT-OF-INTEREST VIOLATIONS INCLUDE—

(I) FAILURE BY A COVERED EMPLOYEE TO DISCLOSE A PERSONAL CONFLICT OF INTEREST;

(II) USE 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—

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(1) THAT EXCEED \$150,000; AND

(2) IN WHICH SUBCONTRACTOR EMPLOYEES WILL PERFORM ACQUISITION FUNCTIONS CLOSELY ASSOCIATED WITH INHERENTLY GOVERNMENTAL FUNCTIONS (I.E., INSTEAD OF PERFORMANCE ONLY BY A SELF-EMPLOYED INDIVIDUAL).

(END OF CLAUSE)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(A) EXCEPTIONS FROM CERTIFIED COST OR PRICING DATA.

(1) IN LIEU OF SUBMITTING CERTIFIED COST OR PRICING DATA, OFFERORS MAY SUBMIT A WRITTEN REQUEST FOR EXCEPTION BY SUBMITTING THE INFORMATION DESCRIBED IN THE FOLLOWING SUBPARAGRAPHS. 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) COMMERCIAL ITEM EXCEPTION. FOR A COMMERCIAL ITEM EXCEPTION, THE OFFEROR SHALL SUBMIT, AT A MINIMUM, INFORMATION ON PRICES AT WHICH THE SAME ITEM OR SIMILAR ITEMS HAVE PREVIOUSLY BEEN SOLD IN THE COMMERCIAL MARKET THAT IS ADEQUATE FOR EVALUATING THE REASONABLENESS OF THE PRICE FOR THIS ACQUISITION. SUCH INFORMATION MAY INCLUDE --

(A) 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 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 PRICES, INCLUDING HOW THE PROPOSED PRICE RELATES TO THE PRICE OF RECENT SALES IN QUANTITIES SIMILAR TO THE PROPOSED QUANTITIES;

(B) FOR MARKET-PRICED ITEMS, THE SOURCE AND DATE OR PERIOD OF THE MARKET QUOTE OR OTHER BASIS FOR MARKET PRICE, THE BASE AMOUNT, AND APPLICABLE DISCOUNTS. IN ADDITION, DESCRIBE THE NATURE OF THE MARKET;

(C) FOR ITEMS INCLUDED ON AN ACTIVE FEDERAL SUPPLY SERVICE MULTIPLE AWARD SCHEDULE CONTRACT, PROOF THAT AN EXCEPTION HAS BEEN GRANTED FOR THE SCHEDULE ITEM.

(2) THE OFFEROR 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 PROVISION, 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 OFFEROR'S DETERMINATION OF THE PRICES TO BE OFFERED IN THE CATALOG OR MARKETPLACE.

(B) REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA. IF THE OFFEROR IS NOT GRANTED AN EXCEPTION FROM THE REQUIREMENT TO SUBMIT CERTIFIED COST OR PRICING DATA, THE FOLLOWING APPLIES:

(1) THE OFFEROR SHALL PREPARE AND SUBMIT CERTIFIED COST OR PRICING DATA, AND 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

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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 CONTRACT AWARD (EXCEPT FOR UNPRICED ACTIONS SUCH AS LETTER CONTRACTS), THE OFFEROR SHALL SUBMIT A CERTIFICATE OF CURRENT COST OR PRICING DATA, AS PRESCRIBED BY FAR 15.406-2.

(END OF PROVISION)

52.216-1 TYPE OF CONTRACT (APR 1984)

THE GOVERNMENT CONTEMPLATES AWARD OF A COST PLUS FIXED FEE (CPFF) CONTRACT RESULTING FROM THIS SOLICITATION.

(END OF PROVISION)

52.216-8 FIXED FEE (JUN 2011)

(A) THE GOVERNMENT SHALL PAY THE CONTRACTOR FOR PERFORMING THIS CONTRACT THE FIXED FEE SPECIFIED IN THE SCHEDULE.

(B) PAYMENT OF THE FIXED FEE SHALL BE MADE AS SPECIFIED IN THE SCHEDULE; PROVIDED THAT THE CONTRACTING OFFICER WITHHOLDS A RESERVE NOT TO EXCEED 15 PERCENT OF THE TOTAL FIXED FEE OR \$100,000, WHICHEVER IS LESS, TO PROTECT THE GOVERNMENT'S INTEREST. THE CONTRACTING OFFICER SHALL RELEASE 75 PERCENT OF ALL FEE WITHHOLDS UNDER THIS CONTRACT AFTER RECEIPT OF AN ADEQUATE CERTIFIED FINAL INDIRECT COST RATE PROPOSAL COVERING THE YEAR OF PHYSICAL COMPLETION OF THIS CONTRACT, PROVIDED THE CONTRACTOR HAS SATISFIED ALL OTHER CONTRACT TERMS AND CONDITIONS, INCLUDING THE SUBMISSION OF THE FINAL PATENT AND ROYALTY REPORTS, AND IS NOT DELINQUENT IN SUBMITTING FINAL VOUCHERS ON PRIOR YEARS' SETTLEMENTS. THE CONTRACTING OFFICER MAY RELEASE UP TO 90 PERCENT OF THE FEE WITHHOLDS UNDER THIS CONTRACT BASED ON THE CONTRACTOR'S PAST PERFORMANCE RELATED TO THE SUBMISSION AND SETTLEMENT OF FINAL INDIRECT COST RATE PROPOSALS.

(END OF CLAUSE)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 30 DAYS BEFORE THE EXPIRATION OF THE CURRENT PERIOD OF PERFORMANCE.

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 five years.

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52.219-13 -- Notice of Set-Aside of Orders

Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

52.222-46 -- Evaluation of Compensation for Professional Employees.

Evaluation of Compensation for Professional Employees (Feb 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

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(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of Provision)

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 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.

52.244-2 SUBCONTRACTS (Oct 2010)

(a) Definitions. As used in this clause—

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

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The

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term does not include computer software or data incidental to contract administration, such as financial and/or management information.

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement

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shall not include
any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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(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:

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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covered Government support contractors;

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

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Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract.

No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract.

Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

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(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

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marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial

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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)

52.222-29 -- Notification of Visa Denial.

Notification of Visa Denial (June 2003)

It is a violation of Executive Order 11246, for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of Clause)

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation.

Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

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The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

52.247-63 -- Preference for U.S.-Flag Air Carriers.

Preference for U.S.-Flag Air Carriers (June 2003)

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

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): *[State reasons]*:

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e),

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in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

52.219-6 -- Notice of Total Small Business Set-Aside.

Notice of Total Small Business Set-Aside (Nov 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

252.203-7003, Agency Office of the Inspector General.

AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General
Investigative Policy and Oversight

Contractor Disclosure Program

4800 Mark Center Drive, Suite 11H25
Alexandria, VA 22350-1500

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Toll Free Telephone: 866-429-8011

(End of clause)

252.204-7005 Oral Attestation of Security Responsibilities.

ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

252.206-7000 Domestic Source Restriction.

DOMESTIC SOURCE RESTRICTION (DEC 1991)

This solicitation is restricted to domestic sources under the authority of 10 U.S.C. 2304(c)(3). Foreign sources, except Canadian sources, are not eligible for award.

(End of provision)

252.217-7000 Exercise of Option to Fulfill Foreign Military Sales Commitments

**EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS
—ALTERNATE I (NOV 2014)**

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) On the date the option is exercised, the Government shall identify the foreign country for the purpose of negotiating any equitable adjustment attributable to foreign military sales. Failure to agree on an equitable adjustment shall be treated as a dispute under the Disputes clause of this contract.

(End of clause)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

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(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of TBD, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

252.227-7000 Non-Estoppel.

NON-ESTOPPEL (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information.

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause—

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

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

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked

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with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

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

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

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

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

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

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

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

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

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

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

Table 1 -- Minimum Security Controls for Safeguarding

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

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System & Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

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

(d) *Cyber incident and compromise reporting.*

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

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

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

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

(ii) Any other activities not included in paragraph (d)(2)(i) of this

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clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

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

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

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

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

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

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

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

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

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information system in violation of any statute.

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment	Description	Date
Attachment 1	Monthly Status Report	11 Feb 15
Attachment 2	Problem Notification Report	11 Feb 15
Attachment 3	Travel Request	8 Dec15
Attachment 4	Consent to Purchase Request	11 Feb 15
Attachment 5	JSF FOUO Policy Non-Disclosure Agreement	11 Feb 15
Attachment 6	JSF Visitor Agreement	11 Feb 15
Attachment 7	Acronyms	11 Feb 15
Attachment 8	Security Regulation References	11 Feb 15
Attachment 9	DD254	09 Sep 15
Attachment 10	GFP	23 Apr 13
Attachment 11	JSF FOUO Policy	17 May 13
Attachment 12	Level of Effort	23 Feb 16
Attachment 13	Incurred Cost and Progress Reporting	8 Dec 15
Attachment 14	SAC	7 Nov 14
Attachment 15	NAWCTSD 4330-60	18 Dec 14
Attachment 16	SOW	23 Feb 16