

2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 29-Jun-2016	4. REQUISITION/PURCHASE REQ. NO. 1300504930-0003, 130577039, 1300577435,	5. PROJECT NO. (If applicable) N/A
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6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 mary.wassink@navy.mil 301-757-2611	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375	CODE S2101A	SCD: C
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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)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7603-M803 10B. DATED (SEE ITEM 13) 16-Jun-2015
CAGE CODE 1BMA2	FACILITY CODE	[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) 'Mutual Agreement of the Parties'

E. IMPORTANT: Contractor [ ] is not, [ X ] 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) Christin J Simpson, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Renee D. Hoover (Signature of person authorized to sign)	15C. DATE SIGNED 12-Jul-2016	16B. UNITED STATES OF AMERICA BY /s/Christin J Simpson (Signature of Contracting Officer)
		16C. DATE SIGNED 13-Jul-2016

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## GENERAL INFORMATION

The purposes of this modification are to:

- 1) Exercise Option Year I CLINs and realign ceiling as delineated below with the incorporation of Wage Determination No.: 2015-2103 - Revision No.: 2 - Date Of Revision: 12/29/2015
- 2) Revise Section C, Statement of Work, to include AARGM-ER language.
- 3) Provide incremental funding provided by PRs 1300504930-0003, 1300577039, 1300577435 and 1300577436 as delineated in the table below.

Accordingly, said Task Order is modified as follows:

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

All other terms and conditions of this Task Order remain in full force and effect.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,970,554.81 by \$784,229.12 to \$2,754,783.93.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710001	RDT&E	0.00	58,841.70	58,841.70
710002	RDT&E	0.00	64,194.75	64,194.75
710101	WPN	0.00	78,537.00	78,537.00
710201	O&MN,N	0.00	22,343.39	22,343.39
710301	PANMC	0.00	122,230.73	122,230.73
710401	PANMC	0.00	21,034.81	21,034.81
710501	PANMC	0.00	29,938.60	29,938.60
710701	O&MN,N	0.00	24,029.94	24,029.94
710801	APN	0.00	17,244.19	17,244.19
711001	O&MN,N	0.00	38,811.63	38,811.63
711201	WPN	0.00	37,490.34	37,490.34
711301	WPN	0.00	22,696.22	22,696.22
711401	O&MN,N	0.00	7,811.05	7,811.05
711501	RDT&E	0.00	54,351.00	54,351.00
711701	WPN	0.00	1,844.15	1,844.15

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712001	PANMC	0.00	6,795.37	6,795.37
712101	PANMC	0.00	12,648.80	12,648.80
712201	PANMC	0.00	19,301.09	19,301.09
712401	O&MN,N	0.00	29,776.33	29,776.33
712501	RDT&E	0.00	7,898.03	7,898.03
712601	FMS	0.00	35,705.00	35,705.00
712701	FMS	0.00	35,705.00	35,705.00
910001	WPN	0.00	25,000.00	25,000.00
910101	WPN	0.00	10,000.00	10,000.00

The total value of the order is hereby increased from \$2,271,141.41 by \$2,305,879.91 to \$4,577,021.32.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7100	0.00	198,910.99	198,910.99
7101	0.00	198,875.82	198,875.82
7102	0.00	79,028.16	79,028.16
7103	0.00	289,260.39	289,260.39
7104	0.00	96,804.56	96,804.56
7105	0.00	49,101.88	49,101.88
7106	0.00	0.00	0.00
7107	0.00	145,193.49	145,193.49
7108	0.00	62,654.23	62,654.23
7109	0.00	0.00	0.00
7110	0.00	126,028.27	126,028.27
7112	0.00	63,974.71	63,974.71
7113	0.00	31,987.36	31,987.36
7114	0.00	23,386.37	23,386.37
7115	0.00	284,150.76	284,150.76
7117	0.00	31,670.71	31,670.71
7118	0.00	0.00	0.00
7120	0.00	17,865.53	17,865.53
7121	0.00	17,865.53	17,865.53
7122	0.00	31,670.71	31,670.71
7123	0.00	0.00	0.00
7124	0.00	31,670.71	31,670.71
7125	0.00	31,670.71	31,670.71

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7126	0.00	101,834.51	101,834.51
7127	0.00	101,834.51	101,834.51
9100	0.00	246,600.00	246,600.00
9101	0.00	43,840.00	43,840.00
9102	0.00	0.00	0.00

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

CLIN/SLIN	From	To
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	BASE: ARM - SOW - 3.2.1 (RDT&E)	1.0	LO	██████████	██████████	\$256,103.55
700001	R408	Funding (RDT&E)					
700002	R408	Funding in support of CLIN 7000 (RDT&E)					
700003	R408	Funding in support of CLIN 7000 (RDT&E)					
700004	R408	Funding in support of CLIN 7000 (RDT&E)					
7001	R408	BASE: ARM - SOW - 3.2.2 (WPN)	1.0	LO	██████████	██████████	\$159,757.04
700101	R408	Funding (WPN)					
700102	R408	Funding in support of CLIN 7001 (WPN)					
7002	R408	BASE: ARM - SOW - 3.2.3 (O&MN,N)	1.0	LO	██████████	██████████	\$66,896.37
700201	R408	Funding (O&MN,N)					
700202	R408	Funding in support of CLIN 7002 (O&MN,N)					
700203	R408	Funding in support of CLIN 7002 (O&MN,N)					
7003	R408	BASE: AIRBORNE ROCKETS - SOW - 3.3.1 (PANMC)	1.0	LO	██████████	██████████	\$370,396.16
700301	R408	Funding (PANMC)					
700302	R408	Funding in support of CLIN 7003 (PANMC)					
700303	R408	Funding in support of CLIN 7003 (PANMC)					
7004	R408	BASE: AMMO <\$5M - SOW - 3.3.2 (PANMC)	1.0	LO	██████████	██████████	\$87,449.29
700401	R408	Funding (PANMC)					
700402	R408	Funding in support of 7004 (PANMC)					
7007	R408	BASE: AIRBORNE ROCKETS/JATO/AMMO <\$5M - SOW - 3.3.5 (O&MN,N)	1.0	LO	██████████	██████████	\$121,046.75
700701	R408	Funding (O&MN,N)					
700702	R408	Funding in support of CLIN 7007 (O&MN,N)					
700703	R408	Funding in support of CLIN 7007 (O&MN,N)					
7008	R408	BASE: AGS/CDWS - SOW - 3.4.1 (APN)	1.0	LO	██████████	██████████	\$51,629.31
700801	R408	Funding (APN)					
700802	R408	Funding in support of CLIN 7008 (APN)					
7009	R408	BASE: AGS/MGA - SOW - 3.4.2 (PANMC)	1.0	LO	██████████	██████████	\$5,142.47
700901	R408	Funding (PANMC)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700902	R408	Funding in support of CLIN 7009 (PANMC)					
7010	R408	BASE: AGS - SOW - 3.4.3 (O&MN,N)	1.0	LO	██████████	██████████	\$119,943.92
701001	R408	Funding (O&MN,N)					
701002	R408	Funding in support of CLIN 7010 (O&MN,N)					
701003	R408	Funding in support of CLIN 7010 (O&MN,N)					
7012	R408	BASE: PGM/MAVERICK - SOW - 3.5.2 (WPN)	1.0	LO	██████████	██████████	\$112,246.52
701201	R408	Funding (WPN)					
701202	R408	Funding in support of CLIN 7012 (WPN)					
7013	R408	BASE: PGM/SOPGM - SOW - 3.5.3 (WPN)	1.0	LO	██████████	██████████	\$67,952.76
701301	R408	Funding (WPN)					
7014	R408	BASE: PGM/HELLFIRE/MAVERICK/SOPGM - SOW - 3.5.4 (O&MN,N)	1.0	LO	██████████	██████████	\$23,386.37
701401	R408	Funding (O&MN,N)					
7015	R408	BASE: JAGM - SOW - 3.6.1 (RDT&E)	1.0	LO	██████████	██████████	\$164,700.20
701501	R408	Funding (RDT&E)					
701502	R408	Funding in support of CLIN 7015 (RDT&E)					
7017	R408	BASE: HARM MODS - SOW - 3.7.1 (WPN)	1.0	LO	██████████	██████████	\$26,699.86
701701	R408	Funding (WPN)					
701702	R408	Funding in support of CLIN 7017 (WPN)					
7018	R408	BASE: JSOW - WPN - 3.7.2 (WPN)	1.0	LO	\$0.00	\$0.00	\$0.00
7020	R408	BASE: AIRBORNE ROCKETS - SOW - 3.7.4 (PANMC)	1.0	LO	██████████	██████████	\$26,699.84
702001	R408	Funding (PANMC)					
702002	R408	Funding in support of CLIN 7020 (PANMC)					
702003	R408	Funding in support of CLIN 7020 (PANMC)					
7021	R408	BASE: AMMO <\$5M - SOW - 3.7.5 (PANMC)	1.0	LO	██████████	██████████	\$13,399.84
702101	R408	Funding (PANMC)					
702102	R408	Funding in support of CLIN 7021 (PANMC)					
7022	R408	BASE: MGA - SOW - 3.7.6 (PANMC)	1.0	LO	██████████	██████████	\$26,699.86
702201	R408	Funding (PANMC)					
702202	R408	Funding in support of CLIN 7022 (PANMC)					
7023	R408	BASE: General Purpose Bombs - SOW - 3.7.7 (PANMC)	1.0	LO	\$0.00	\$0.00	\$0.00
7024	R408	BASE: HARM MODS/AIRBORNE ROCKETS/AMMO <\$5M/MGA/JSOW/GENERAL PURPOSE BOMBS - SOW - 3.7.8 (O&MN,N)	1.0	LO	██████████	██████████	\$40,049.86

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
702401	R408	Funding (O&MN,N)					
702402	R408	Funding in support of CLIN 7024 (O&MN,N)					
702403	R408	Funding in support of CLIN 7024 (O&MN,N)					
7025	R408	BASE: JAGM - SOW - 3.7.9 (RDT&E)	1.0	LO	██████████	██████████	\$26,699.86
702501	R408	Funding (RDT&E)					
702502	R408	Funding in support of CLIN 7025 (RDT&E)					
7026	R408	BASE: SOW - 3.8.1 (FMS Case #AE-P-GAM)	1.0	LO	██████████	██████████	\$132,600.79
702601	R408	Funding (FMS)					
702602	R408	Funding in support of CLIN 7026 (FMS)					
7027	R408	BASE: SOW - OCF 3.8.2 (Fund Type - TBD)	1.0	LO	██████████	██████████	\$81,200.79
702701	R408	Funding (Fund Type - TBD)					
702702	R408	Funding in support of CLIN 7027 (Fund Type - TBD)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7028		Base Period: Technical Data in accordance with Contract Data Requirements Lists (CDRLs) A001 - A006 (NSP)	1.0	LO			NSP
7029		Technical Data in accordance with OPSEC	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7030	R408	BASE: 10% Increased Capacity for CLINs 7000-7027 (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$198,070.14
7100	R408	OPTION 1: ARM - SOW - 3.2.1 (RDT&E)	1.0	LO	██████████	██████████	\$198,910.99
710001	R408	Funding in support of CLIN 7100 (RDT&E)					
710002	R408	Funding in support of CLIN 7100 (RDT&E)					
7101	R408	OPTION 1: ARM - SOW - 3.2.2 (WPN)	1.0	LO	██████████	██████████	\$198,875.82
710101	R408	Funding in support of CLIN 7101 (WPN)					
7102	R408	OPTION 1: ARM - SOW - 3.2.3 (O&MN,N)	1.0	LO	██████████	██████████	\$79,028.16
710201	R408	Funding in support of CLIN 7102 (O&MN,N)					
7103	R408	OPTION 1: AIRBORNE ROCKETS - SOW - 3.3.1 (PANMC)	1.0	LO	██████████	██████████	\$289,260.39

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710301	R408	Funding in support of CLIN 7103 (PANMC)					
7104	R408	OPTION 1: AMMO <\$5MIL -SOW - 3.3.2 (PANMC)	1.0	LO	██████████	██████████	\$96,804.56
710401	R408	Funding in support of CLIN 7104 (PANMC)					
7105	R408	OPTION 1: JATO - SOW - 3.3.3 (PANMC)	1.0	LO	██████████	██████████	\$49,101.88
710501	R408	Funding in support of CLIN 7105 (PANMC)					
7106	R408	OPTION 1: AIRBORNE ROCKETS - SOW - 3.3.4 (RDT&E)	1.0	LO	\$0.00	\$0.00	\$0.00
7107	R408	OPTION 1: AIRBORNE ROCKETS/JATO/AMMO <\$5M - SOW - 3.3.5 (O&MN,N)	1.0	LO	██████████	██████████	\$145,193.49
710701	R408	Funding in support of CLIN 7107 (O&MN,N)					
7108	R408	OPTION 1: AGS/CDWS - SOW - 3.4.1 (APN)	1.0	LO	██████████	██████████	\$62,654.23
710801	R408	Funding in support of CLIN 7108 (APN)					
7109	R408	OPTION 1: AGS/MGA - SOW - 3.4.2 (PANMC)	1.0	LO	\$0.00	\$0.00	\$0.00
7110	R408	OPTION 1: AGS - SOW - 3.4.3 (O&MN,N)	1.0	LO	██████████	██████████	\$126,028.27
711001	R408	Funding in support of CLIN 7110 (O&MN,N)					
7112	R408	OPTION 1: PGM/MAVERICK -SOW- 3.5.2 (WPN)	1.0	LO	██████████	██████████	\$63,974.71
711201	R408	Funding in support of CLIN 7112 (WPN)					
7113	R408	OPTION 1: PGM/SOPGM - SOW - 3.5.3 (WPN)	1.0	LO	██████████	██████████	\$31,987.36
711301	R408	Funding in support of CLIN 7113 (WPN)					
7114	R408	OPTION 1: PGM/HELLFIRE/MAVERICK/SOPGM - SOW - 3.5.4 (O&MN,N)	1.0	LO	██████████	██████████	\$23,386.37
711401	R408	Funding in support of CLIN 7114 (O&MN,N)					
7115	R408	OPTION 1: JAGM - SOW - 3.6.1 (RDT&E)	1.0	LO	██████████	██████████	\$284,150.76
711501	R408	Funding in support of CLIN 7115 (RDT&E)					
7117	R408	OPTION 1: HARM MODS - SOW - 3.7.1 (WPN)	1.0	LO	██████████	██████████	\$31,670.71
711701	R408	Funding in support of CLIN 7117 (WPN)					
7118	R408	OPTION 1: JSOW - SOW - 3.7.2 (WPN)	1.0	LO	\$0.00	\$0.00	\$0.00
7120	R408	OPTION 1: AIRBORNE ROCKETS - SOW - 3.7.4 (PANMC)	1.0	LO	██████████	██████████	\$17,865.53
712001	R408	Funding in support of CLIN 7120 (PANMC)					
7121	R408	OPTION 1: AMMO <\$5MIL - SOW - 3.7.5 (PANMC)	1.0	LO	██████████	██████████	\$17,865.53
712101	R408	Funding in support of CLIN 7121 (PANMC)					
7122	R408	OPTION 1: MGA - SOW - 3.7.6 (PANMC)	1.0	LO	██████████	██████████	\$31,670.71
712201	R408	Funding in support of CLIN 7122 (PANMC)					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7123	R408	OPTION 1: GENERAL PURPOSE BOMBS - SOW - 3.7.7 (PANMC)	1.0	LO	\$0.00	\$0.00	\$0.00
7124	R408	OPTION 1: HARM MODS/AIRBORNE ROCKETS/AMMO <\$5M/MGA/JSOW/GENERAL PURPOSE BOMBS - SOW - 3.7.8 (O&MN,N)	1.0	LO	██████████	██████████	\$31,670.71
712401	R408	Funding in support of CLIN 7124 (O&MN,N)					
7125	R408	OPTION 1: JAGM - SOW - 3.7.9 (RDT&E)	1.0	LO	██████████	██████████	\$31,670.71
712501	R408	Funding in support of CLIN 7125 (RDT&E)					
7126	R408	OPTION 1: SOW - 3.8.1 (FMS Case #IQ-P-AAB)	1.0	LO	██████████	██████████	\$101,834.51
712601	R408	Funding in support of CLIN 7126 (FMS)					
7127	R408	OPTION 1: OCF - 3.8.2 (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$101,834.51
712701	R408	Funding in support of CLIN 7127 (FMS)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7128		Option 1: Technical Data in accordance with Contract Data Requirements Lists (CDRLs) A001 - A006 (NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7130	R408	OPTION 1: 10% Increased Capacity CLINs 7100 - 7127 (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$201,543.99
7200	R408	OPTION 2: ARM - SOW - 3.2.1 (RDT&E) Option	1.0	LO	██████████	██████████	\$191,932.72
7201	R408	OPTION 2: ARM - SOW - 3.2.2 (WPN) Option	1.0	LO	██████████	██████████	\$241,561.24
7202	R408	OPTION 2: ARM - SOW - 3.2.3 (O&MN,N) Option	1.0	LO	██████████	██████████	\$23,386.37
7203	R408	OPTION 2: AIRBORNE ROCKETS - SOW - 3.3.1 (PANMC) Option	1.0	LO	██████████	██████████	\$207,304.52
7204	R408	OPTION 2: AMMO <\$5M - SOW - 3.3.2 (PANMC) Option	1.0	LO	██████████	██████████	\$103,652.26
7205	R408	OPTION 2: JATO - SOW - 3.3.3 (PANMC)	1.0	LO	██████████	██████████	\$92,083.87

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7206	R408	OPTION 2: AIRBORNE ROCKETS - SOW - 3.3.4 (RDT&E)	1.0	LO	██████████	██████████	\$20,944.46
		Option					
7207	R408	OPTION 2: AIRBORNE ROCKETS/JATO/AMMO <\$5M - SOW - 3.3.5 (O&MN,N)	1.0	LO	██████████	██████████	\$46,772.75
		Option					
7208	R408	OPTION 2: AGS/CDWS - SOW - 3.4.1 (APN)	1.0	LO	██████████	██████████	\$63,594.05
		Option					
7209	R408	OPTION 2: AGS/MGA - SOW - 3.4.2 (PANMC)	1.0	LO	██████████	██████████	\$112,000.39
		Option					
7210	R408	OPTION 2: AGS - SOW - 3.4.3 (O&MN,N)	1.0	LO	██████████	██████████	\$93,545.49
		Option					
7212	R408	OPTION 2: PGM/MAVERICK - SOW - 3.5.2 (WPN)	1.0	LO	██████████	██████████	\$70,006.63
		Option					
7213	R408	OPTION 2: PGM/SOPGM -SOW - 3.5.3 (WPN)	1.0	LO	██████████	██████████	\$70,006.63
		Option					
7214	R408	OPTION 2: PGM/HELLFIRE/MAVERICK/SOPGM - SOW - 3.5.4 (O&MN,N)	1.0	LO	██████████	██████████	\$23,386.37
		Option					
7215	R408	OPTION 2: JAGM - SOW - 3.6.1 (RDT&E)	1.0	LO	██████████	██████████	\$288,413.02
		Option					
7216	R408	OPTION 2: JAGM - SOW - 3.6.2 (WPN)	1.0	LO	██████████	██████████	\$70,006.63
		Option					
7217	R408	OPTION 2: HARM MODS - SOW - 3.7.1 (WPN)	1.0	LO	██████████	██████████	\$19,590.61
		Option					
7218	R408	OPTION 2: JSOW - SOW - 3.7.2 (WPN)	1.0	LO	██████████	██████████	\$9,795.31
		Option					
7219	R408	OPTION 2: JAGM - SOW - 3.7.3 (WPN)	1.0	LO	██████████	██████████	\$9,795.31
		Option					
7220	R408	OPTION 2: AIRBORNE ROCKETS -SOW - 3.7.4 (PANMC)	1.0	LO	██████████	██████████	\$9,795.31
		Option					
7221	R408	OPTION 2: AMMO <\$5MIL - SOW - 3.7.5 (PANMC)	1.0	LO	██████████	██████████	\$9,795.31
		Option					
7222	R408	OPTION 2: MGA - SOW - 3.7.6 (PANMC)	1.0	LO	██████████	██████████	\$9,795.31

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7223	R408	OPTION 2: GENERAL PURPOSE BOMBS - SOW - 3.7.7 (PANMC)	1.0	LO	██████████	██████████	\$9,795.31
		Option					
7224	R408	OPTION 2: HARM MODS/AIRBORNE ROCKETS/AMMO <\$5M/MGA/JSOW/GENERAL PURPOSE BOMBS - SOW - 3.7.8 (O&MN,N)	1.0	LO	██████████	██████████	\$19,590.61
		Option					
7225	R408	OPTION 2: JAGM - SOW - 3.7.9 (RDT&E)	1.0	LO	██████████	██████████	\$19,590.61
		Option					
7226	R408	OPTION 2: SOW - 3.8.1 (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	\$102,660.44
		Option					
7227	R408	OPTION 2: OCF - 3.8.2 (Fund Type - TBD)	1.0	LO	██████████	██████████	\$102,660.44
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7228		Option 2: Technical Data in accordance with Contract Data Requirements Lists (CDRLs) A001 - A006 (NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7230	R408	OPTION 2: 10% Increased Capacity CLINs 7200 - 7227 (Fund Type - TBD)	1.0	LO	██████████	██████████	\$204,146.19
		Option					
7300	R408	OPTION 3: ARM - SOW - 3.2.1 (RDT&E)	1.0	LO	██████████	██████████	\$194,811.72
		Option					
7301	R408	OPTION 3: ARM - SOW - 3.2.2 (WPN)	1.0	LO	██████████	██████████	\$245,184.66
		Option					
7302	R408	OPTION 3: ARM - SOW - 3.2.3 (O&MN,N)	1.0	LO	██████████	██████████	\$23,386.37
		Option					
7303	R408	OPTION 3: AIRBORNE ROCKETS - SOW - 3.3.1 (PANMC)	1.0	LO	██████████	██████████	\$210,414.10
		Option					
7304	R408	OPTION 3: AMMO <\$5M - SOW - 3.3.2 (PANMC)	1.0	LO	██████████	██████████	\$105,207.05

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7305	R408	OPTION 3: JATO - SOW - 3.3.3 (PANMC)	1.0	LO	██████████	██████████	\$93,465.13
		Option					
7306	R408	OPTION 3: AIRBORNE ROCKETS - SOW - 3.3.4 (RDT&E)	1.0	LO	██████████	██████████	\$21,258.63
		Option					
7307	R408	OPTION 3: AIRBORNE ROCKETS/JATO/AMMO <\$5M - SOW - 3.3.5 (O&MN,N)	1.0	LO	██████████	██████████	\$46,772.75
		Option					
7308	R408	OPTION 3: AGS/CDWS - SOW - 3.4.1 (APN)	1.0	LO	██████████	██████████	\$64,547.96
		Option					
7309	R408	OPTION 3: AGS/MGA - SOW - 3.4.2 (PANMC)	1.0	LO	██████████	██████████	\$113,680.40
		Option					
7310	R408	OPTION 3: AGS - SOW - 3.4.3 (O&MN,N)	1.0	LO	██████████	██████████	\$93,545.49
		Option					
7312	R408	OPTION 3: PGM/MAVERICK - SOW - 3.5.2 (WPN)	1.0	LO	██████████	██████████	\$71,056.73
		Option					
7313	R408	OPTION 3: PGM/SOPGM -SOW - 3.5.3 (WPN)	1.0	LO	██████████	██████████	\$71,056.73
		Option					
7314	R408	OPTION 3: PGM/HELLFIRE/MAVERICK/SOPGM - SOW - 3.5.4 (O&MN,N)	1.0	LO	██████████	██████████	\$23,386.37
		Option					
7315	R408	OPTION 3: JAGM - SOW - 3.6.1 (RDT&E)	1.0	LO	██████████	██████████	\$292,739.22
		Option					
7316	R408	OPTION 3: JAGM - SOW - 3.6.2 (WPN)	1.0	LO	██████████	██████████	\$71,056.73
		Option					
7317	R408	HARM MODS - SOW - 3.7.1 (WPN)	1.0	LO	██████████	██████████	\$19,884.47
		Option					
7318	R408	OPTION 3: JSOW - SOW - 3.7.2 (WPN)	1.0	LO	██████████	██████████	\$9,942.24
		Option					
7319	R408	OPTION 3: JAGM - SOW - 3.7.3 (WPN)	1.0	LO	██████████	██████████	\$9,942.24
		Option					
7320	R408	OPTION 3: AIRBORNE ROCKETS - SOW - 3.7.4 (PANMC)	1.0	LO	██████████	██████████	\$9,942.24
		Option					
7321	R408	OPTION 3: AMMO <\$5MIL - SOW - 3.7.5 (PANMC)	1.0	LO	██████████	██████████	\$9,942.24

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7322	R408	OPTION 3: MGA - SOW - 3.7.6 (PANMC)	1.0	LO	██████████	██████████	\$9,942.24
		Option					
7323	R408	OPTION 3: GENERAL PURPOSE BOMBS - SOW - 3.7.7 (PANMC)	1.0	LO	██████████	██████████	\$9,942.24
		Option					
7324	R408	OPTION 3: HARM MODS/AIRBORNE ROCKETS/AMMO <\$5M/MGA/JSOW/GENERAL PURPOSE BOMBS - SOW - 3.7.8 (O&MN,N)	1.0	LO	██████████	██████████	\$19,884.47
		Option					
7325	R408	OPTION 3: JAGM - SOW - 3.7.9 (RDT&E)	1.0	LO	██████████	██████████	\$19,884.47
		Option					
7326	R408	OPTION 3: SOW - 3.8.1 (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	\$103,498.75
		Option					
7327	R408	OPTION 3: OCF - 3.8.2 (Fund Type - TBD)	1.0	LO	██████████	██████████	\$103,498.75
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7328		Option 3: Technical Data in accordance with Contract Data Requirements Lists (CDRLs) A001 - A006 (NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7330	R408	OPTION 3: 10% Increased Capacity CLINs 7300 - 7327 (Fund Type - TBD)	1.0	LO	██████████	██████████	\$206,787.44
		Option					
7400	R408	OPTION 4: ARM - SOW - 3.2.1 (RDT&E)	1.0	LO	██████████	██████████	\$197,733.89
		Option					
7401	R408	OPTION 4: ARM - SOW - 3.2.2 (WPN)	1.0	LO	██████████	██████████	\$248,862.43
		Option					
7402	R408	OPTION 4: ARM - SOW - 3.2.3 (O&MN,N)	1.0	LO	██████████	██████████	\$23,386.37
		Option					
7403	R408	OPTION 4: AIRBORNE ROCKETS - SOW - 3.3.1 (PANMC)	1.0	LO	██████████	██████████	\$213,570.31

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7404	R408	OPTION 4: AMMO <\$5M - SOW - 3.3.2 (PANMC)	1.0	LO	██████████	██████████	\$106,785.15
		Option					
7405	R408	OPTION 4: JATO - SOW - 3.3.3 (PANMC)	1.0	LO	██████████	██████████	\$94,867.11
		Option					
7406	R408	OPTION 4: AIRBORNE ROCKETS - SOW - 3.3.4 (RDT&E)	1.0	LO	██████████	██████████	\$21,577.50
		Option					
7407	R408	OPTION 4: AIRBORNE ROCKETS/JATO/AMMO <\$5M - SOW-3.3.5 (O&MN,N)	1.0	LO	██████████	██████████	\$46,772.75
		Option					
7408	R408	OPTION 4: AGS/CDWS - SOW - 3.4.1 (APN)	1.0	LO	██████████	██████████	\$65,516.18
		Option					
7409	R408	OPTION 4: AGS/MGA - SOW - 3.4.2 (PANMC)	1.0	LO	██████████	██████████	\$115,385.60
		Option					
7410	R408	OPTION 4: AGS - SOW - 3.4.3 (O&MN,N)	1.0	LO	██████████	██████████	\$93,545.49
		Option					
7412	R408	OPTION 4: PGM/MAVERICK - SOW - 3.5.2 (WPN)	1.0	LO	██████████	██████████	\$72,122.59
		Option					
7413	R408	OPTION 4: PGM/SOPGM - SOW - 3.5.3 (WPN)	1.0	LO	██████████	██████████	\$72,122.59
		Option					
7414	R408	OPTION 4: PGM/HELLFIRE/MAVERICK/SOPGM - SOW - 3.5.4 (O&MN,N)	1.0	LO	██████████	██████████	\$23,386.37
		Option					
7415	R408	OPTION 4: JAGM - SOW - 3.6.1 (RDT&E)	1.0	LO	██████████	██████████	\$297,130.31
		Option					
7416	R408	OPTION 4: JAGM - SOW - 3.6.2 (WPN)	1.0	LO	██████████	██████████	\$72,122.59
		Option					
7417	R408	OPTION 4: HARM MODS - SOW - 3.7.1 (WPN)	1.0	LO	██████████	██████████	\$20,182.73
		Option					
7418	R408	OPTION 4: JSOW - SOW - 3.7.2 (WPN)	1.0	LO	██████████	██████████	\$10,091.37
		Option					
7419	R408	OPTION 4: JAGM - SOW - 3.7.3 (WPN)	1.0	LO	██████████	██████████	\$10,091.37
		Option					
7420	R408	OPTION 4: AIRBORNE ROCKETS - SOW - 3.7.4 (PANMC)	1.0	LO	██████████	██████████	\$10,091.37

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7421	R408	OPTION 4: AMMO <\$5M - SOW- 3.7.5 (PANMC)	1.0	LO	██████████	██████████	\$10,091.37
		Option					
7422	R408	OPTION 4: MGA - SOW - 3.7.6 (PANMC)	1.0	LO	██████████	██████████	\$10,091.37
		Option					
7423	R408	OPTION 4: GENERAL PURPOSE BOMBS - SOW - 3.7.7 (PANMC)	1.0	LO	██████████	██████████	\$10,091.37
		Option					
7424	R408	OPTION 4: HARM MODS/AIRBORNE ROCKETS/AMMO <\$5M/MGA/JSOW/GENERAL PURPOSE BOMBS - SOW - 3.7.8 (O&MN,N)	1.0	LO	██████████	██████████	\$20,182.73
		Option					
7425	R408	OPTION 4: JAGM - SOW - 3.7.9 (RDT&E)	1.0	LO	██████████	██████████	\$20,182.73
		Option					
7426	R408	OPTION 4: SOW - 3.8.1 (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	\$104,349.64
		Option					
7427	R408	OPTION 4: OCF - 3.8.2 (Fund Type - TBD)	1.0	LO	██████████	██████████	\$104,349.64
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7428		Option 4: Technical Data in accordance with Contract Data Requirements Lists (CDRLs) A001 - A006 (NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7430	R408	OPTION 4: 10% Increased Capacity CLINs 7400 - 7427 (Fund Type - TBD)	1.0	LO	██████████	██████████	\$209,468.29
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Base: IAW SOW Para 5.0, 5.1 - 5.3 (Travel)in support of CLINs 7000 - 7026 (Fund Type - TBD)	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900001	R408	Funding (RDT&E)			
900002	R408	Funding in support of CLIN 9000 (FMS)			
900003	R408	Funding in support of CLIN 9000 (FMS)			
9001	R408	Base: IAW SOW Para 5.0, 5.1 - 5.3 (Materials) in support of CLINs 7000 - 7026 (Fund Type - TBD)	1.0	LO	██████████
900101	R408	Funding (RDT&E)			
900102	R408	Funding in Support of CLIN 9001 (FMS)			
9002	R408	Base: IAW SOW Para 4.0, 4.1 - 4.3 (NMCI) in support of CLINs 7000 - 7026 (RDT&E)	1.0	LO	██████████
900201	R408	Funding (RDT&E)			
9003	R408	BASE: CIC 10% ODC IN SUPPORT OF CLIN 9000 - 9001 (Fund Type - OTHER) Option	1.0	LO	██████████
9100	R408	OPTION 1 - IAW SOW Para 5.0, 5.1 - 5.3 (Travel) (Fund Type - OTHER)	1.0	LO	██████████
910001	R408	Funding in support of CLIN 9100 (WPN)			
9101	R408	OPTION 1 - IAW SOW Para 5.0, 5.1 - 5.3 (Materials) (Fund Type - OTHER)	1.0	LO	██████████
910101	R408	Funding in support of CLIN 9101 (WPN)			
9102	R408	OPTION 1 - IAW SOW Para 4.0, 4.1 - 4.3 (NMCI) (Fund Type - OTHER)	1.0	LO	\$0.00
9103	R408	OPTION 1 CIC 10% ODC IN SUPPORT OF CLIN 9100 - 9101 (Fund Type - OTHER) Option	1.0	LO	██████████
9200	R408	OPTION 2 - IAW SOW Para 5.0, 5.1 - 5.3 (Travel) (RDT&E) Option	1.0	LO	██████████
9201	R408	OPTION 2 - IAW SOW Para 5.0, 5.1 - 5.3 (Materials) (RDT&E) Option	1.0	LO	██████████
9202	R408	OPTION 2 - IAW SOW Para 4.0, 4.1 - 4.3 (NMCI) (RDT&E) Option	1.0	LO	██████████
9203	R408	OPTION 2 CIC 10% ODC IN SUPPORT OF CLIN 9200 - 9201 (Fund Type - OTHER) Option	1.0	LO	██████████
9300	R408	OPTION 3 IAW SOW Para 5.0, 5.1 - 5.3 (Travel) (RDT&E) Option	1.0	LO	██████████
9301	R408	OPTION 3 - IAW SOW Para 5.0, 5.1 - 5.3 (Materials) (RDT&E) Option	1.0	LO	██████████
9302	R408	OPTION 3 IAW SOW Para 4.0, 4.1 - 4.3 (NMCI) (RDT&E)	1.0	LO	██████████



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9303	R408	OPTION 3 CIC 10% ODC IN SUPPORT OF CLIN 9300 - 9301 (Fund Type - OTHER)	1.0	LO	██████████
		Option			
9400	R408	OPTION 4 - IAW SOW Para 5.0, 5.1 - 5.3 (Travel) (RDT&E)	1.0	LO	██████████
		Option			
9401	R408	OPTION 4 - IAW SOW Para 5.0, 5.1 - 5.3 (Materials) (RDT&E)	1.0	LO	██████████
		Option			
9402	R408	OPTION 4 - IAW SOW Para 4.0, 4.1 - 4.3 (NMCI) (RDT&E)	1.0	LO	██████████
		Option			
9403	R408	OPTION 4 CIC 10% ODC IN SUPPORT OF CLIN 9400 - 9401 (Fund Type - OTHER)	1.0	LO	██████████
		Option			

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **1.0 INTRODUCTION**

1.1 The Naval Air Systems Command (NAVAIR) organizations to be supported is the NAVAIR Headquarters, Direct & Time Sensitive Strike Weapon Systems Office (PMA-242) co-located at Patuxent River, MD and Huntsville, AL.

1.2 PMA-242 is currently managing a wide variety of ACAT level weapon systems at various stages of their acquisition life cycles in support of the United States Navy and Marine Corps operating forces, other activities of the U.S. Armed Forces foreign allies and Foreign Military Sales (FMS). This Statement of Work (SOW) defines the tasks to support the PMA-242, Direct and Time Sensitive Strike Weapons Programs.

#### **2.0 SCOPE OF WORK**

2.1 This is a Performance-Based, Cost-Plus-Fixed-Fee (CPFF) type task order. The program type tasks are CPFF. There are multiple Integrated Product Teams and programs that are supported by this contract. The effort to support these programs is outlined below and aligned by fund type for tracking and billing purposes. The contractor shall provide technical support services to PMA-242 through all phases of naval aircraft and aviation weapon system acquisition including research, design, development, engineering, procurement; test and evaluation (T&E), training, facilities and equipment, repair and modification, in-service engineering and logistics support. The contractor shall provide the required levels of experience and qualifications in program/project administration; technical and financial management, configuration, production, budgeting, requirements, systems engineering, logistics, and program support to PMA-242. Additionally, the contractor shall assist the program office in developing technology roadmaps identifying pathways to procure and deliver new warfighting capabilities, and support the preparation and management of science and technology funded proposals and efforts. This SOW includes essential services for the technical execution of program/project administration required by PMA-242. Where applicable, the contractor shall utilize Navy Enterprise Resource Planning (NERP) in the performance of this SOW.

2.2 These support services are required for the following PMA-242 weapon systems: Advanced Anti-Radiation Guided Missile (AARGM), Advanced Anti-Radiation Guided Missile Extended Range (AARGM-ER), High Speed Anti-Radiation Missile (HARM), Joint Air-to-Ground Missile (JAGM), Advanced Precision Kill Weapon System (APKWS), Crew Served

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Weapons/Common Defense Weapon System (CDWS), Medium Caliber Gun and Ammunition Systems, legacy in-service weapons (Hellfire, Maverick, Machine Gun Ammunition), Marine Location Markers and Paraflares under the Ammunition less than \$5 million program, Airborne Rockets and Launchers, Jet Assisted Take Offs (JATOs) and other weapons assigned to the Program Office. In addition, PMA-242 support shall liaison with PMA-201, Headquarters Marine Corps and OPNAV staff to work parallel efforts to support Conventional Strike Ordnance.

**3.0 REQUIREMENTS:** The SOW for this Task Order is structured in paragraph format by fund type to facilitate tracking and task identification. General support requirements are initially addressed, followed by program specific tasks. The contractor shall perform tasks to support the PMA-242 IPTs in various stages of their acquisition life cycle from development through sustainment.

### **3.1 General Support Requirements**

3.1.1 Electronic Capabilities. The contractor shall maintain the capability to prepare documents and software packages compatible with the Government Automatic Data Processing (ADP) environment through the security classification of Top Secret. Current environment is as follows:

- Microsoft Windows 7
  
- Microsoft Project 2010
  
- Microsoft Outlook 2010
  
- Microsoft Excel 2010

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- Microsoft Word 2010

- Microsoft Power Point 2010

- Adobe Acrobat X

Sharepoint

3.1.2 Graphics Capabilities. The contractor shall assemble, organize, edit print, and distribute technical and programmatic materials for presentations.

3.1.3 Documentation. The contractor shall provide technical recommendations for program documentation in accordance with DOD and SECNAV 5000 series.

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

3.1.5 Facilities. Approximately 95 percent of work will be performed at Government sites:

- Patuxent River, MD (80 percent)
- Huntsville, AL (10 percent). SOW task performance under paragraph 3.6.1
- Washington, DC (5 percent). SOW task performance under paragraph 3.7

Approximately 5 percent of work to be performed at the contractor site. The contractor shall locate and secure conference room facilities with VTC capability for conducting meetings at the classification level of Secret within 10 miles of the government site.

3.1.6 Security. Only U.S. citizens may perform under this contract. The level of clearance

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required to perform tasking under this contract is up to, and including, Top Secret (TS) Sensitive Compartmented Intelligence (SCI).

**3.2 Anti-Radiation Missile (ARM) Labor:** PMA-242 is the lead agent for the development, procurement, and sustainment of the AGM-88 family of ARM weapons, including the AGM-88 B/C High Speed Anti-Radiation Missile (HARM) and the AGM-88E Advanced Anti-Radiation Guided Missile and Advanced Anti-Radiation Guided Missile Extended Range (AARGM-ER). The HARM is integrated on the F/A-18, EA-6B and the F-16. The AARGM is an Acquisition Category I program that is currently in Full Rate Production, and provides significant enhanced Suppression of Enemy Air Defenses (SEAD) capability to the warfighter. AARGM is an upgrade, and complement, to the legacy HARM. AARGM is integrated on the F/A-18 (A-F) and EA-18G platforms, and future integration efforts on the Italian Tornado ECR platform is underway. The AARGM-ER program provides hardware and software modifications to improve AARGM's operational capabilities, including extended range, survivability, and effectiveness against complex, new and emerging threats.

The contractor shall provide program/project administration; technical, configuration and design review, budgetary, production, and acquisition management support for the ARM integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations for PMA-242 as required on the Anti-Radiation Missiles.

### **3.2.1 RD TEN Funding (ARM)**

3.2.1.1 Provide engineering and technical support for the ARM and/or AARGM RDT&E,N programs, including Block 1 Upgrade development, Integrated Broadcast Receiver development, and activities to support all platforms mentioned in Block 2 activities, AARGM-ER, in paragraph 3.2. Provide concept development, design reviews, and engineering development for ARM and/or AARGM-ER RDT&E,N programs.

3.2.1.2 Perform T&E planning, monitoring, evaluation and reporting for ARM and/or AARGM-ER RDT&E programs. Analyze test data to support fielding of ARM and/or AARGM-ER upgrades and/or operational improvements. Conduct studies and provide reports pertaining to evaluation and analysis of ARM and/or AARGM-ER RDT&E system performance.

3.2.1.3 Investigate ARM and/or AARGM-ER RDT&E,N program problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities for the ARM and/or AARGM-ER RDT&E,N programs. Provide technical recommendations regarding improving design, development, T&E and other processes relating to ARM and/or AARGM-ER RDT&E,N program.

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3.2.1.4 Analyze/evaluate existing ARM and/or AARGM-ER RDT&E,N systems and advanced technologies, review/analyze system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDT&E,N systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.2.1.5 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of an end item, or for any product improvement efforts that require DT or OT&E by an independent test agency.

3.2.1.6 Provide systems engineering, independent assessments, Business Case Analysis (including cost analysis), schedule analysis, data and recommendations for ARM and/or AARGM-ER RDT&E,N programs.

3.2.1.7 Identify platform and kill-chain/network integration requirements. Provide technical integration and software deliverables for commonality applications as they relate to the ARM and/or AARGM-ER RDT&E,N programs.

3.2.1.8 Evaluate technical directives for applicability to ARM and/or AARGM-ER RDT&E,N programs. Recommends reviews and evaluates ARM and/or AARGM-ER RDT&E program documentation for technical accuracy. Provide analysis and technical advice to program office on matters relating to the ARM and/or AARGM-ER RDT&E,N programs.

3.2.1.9 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the ARM and/or AARGM-ER RDT&E,N programs.

3.2.1.10 Conduct T&E planning, especially as it applies to National Systems involvement in AARGM Testing.

3.2.1.11 Work with various Tactical Data Display processor communities to evolve the capability to display AARGM WIA reports for Battle Damage Assessment (BDA) purposes.

3.2.1.12 Collect, compile and analyze project and cost data for ARM and/or AARGM-ER engineering, logistics, and developmental testing for incorporation into team work plans, data

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calls, and supporting financial documentation.

3.2.1.13 Perform financial and cost analyses on the ARM and/or AARGM-ER program engineering requirements, logistics requirements, and test and integration efforts and provide recommendations on various strategies to support development and testing, their potential return on investment, and associated risk to the program.

3.2.1.14 Develop, maintain and provide analysis of development and testing schedule leading to all significant milestones.

3.2.1.15 Provide management support to include: program briefings, technical reports, risk management, configuration management, scheduling analysis, project plan development, information distribution, financial analysis, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings.

3.2.1.16 Develop, prepare, and consolidate input for program level briefings to be presented by the Program Manager, Deputy Program Manager or IPT.

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

### **3.2.2 WPN Funding (ARM)**

3.2.2.1 Evaluates technical directives for applicability to the AGM-88 family of weapons. Recommends reviews and evaluates AGM-88 family of weapons. AGM-88 documentation for technical accuracy. Provides analysis and technical advice to program office on matters relating to the AGM-88 family of weapons. Provides technical recommendations for strategy and technical solutions.

3.2.2.2 Provide production support for technical efforts related to the AGM-88 family of weapons. This includes coordination with industry as well as government agencies.

3.2.2.3 Provide engineering and technical support for AGM-88 product improvements.

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3.2.2.4 Perform engineering/production planning, monitoring, evaluation and reporting for AGM-88 family of weapons.

3.2.2.5 Investigate HARM Mods program engineering/production problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment and facilities for the AGM-88 family of weapons. Provide technical recommendations regarding AGM-88 family of weapons. including quality assurance.

3.2.2.6 Analyze/evaluate existing ARM systems and advanced technologies, reviews/analyzes system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing ARM systems, and technical documentation as necessary for the AGM-88 family of weapons.

3.2.2.7 Identify integration requirements for the AGM-88 family of weapons.

3.2.2.8 Develop and maintain production delivery schedule for the AGM-88 family of weapons.

3.2.2.9 Provide management support to include: program briefings, technical reports, risk management, scheduling analysis, project plan development, information distribution, financial analysis, configuration management, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings for the AGM-88 family of weapons.

3.2.2.10 Develop, prepare, and consolidate input for program level briefings to be presented by the Program Manager, Deputy Program Manager or IPT for the AGM-88 family of weapons.

3.2.2.11 Provide financial analysis support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in Navy Enterprise Resource Planning (NERP) for the AGM-88 family of weapons.

### **3.2.3 O&M,N Funding (ARM)**



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3.2.3.1 Provide project support operations services to the project logistics managers integral to the operation and sustainment of the Anti-Radiation Missile (ARM) systems weapons maintenance program.

3.2.3.2 Provide support to the project logistics managers in developing and implementing weapons maintenance cost planning, budget projections, and program health assessments.

3.2.3.3 Assist the project logistics manager in the development, preparation, and update of input to weapons maintenance program briefs to ensure data is accurate and consistent with approved plans and key program events.

3.2.3.4 Assist the project logistics manager in analyzing and validating weapons maintenance program projected and actual cost data and then recommend changes to ensure program requirements and alternate acquisition strategies are properly priced, phased, balanced, and executable.

3.2.3.5 Assist the project logistics manager in reviewing and analyzing funding execution status for all weapons maintenance programs.

3.2.3.6 Assist the project logistics manager in preparing program briefings, technical reports, financial analysis, and meeting coordination. Attend project and program management reviews and assist project logistics manager in preparing the minutes of the meetings.

3.2.3.7 Assist the project logistics manager in preparing technical reports/presentations/briefings using Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat software.

3.2.3.8 Assist the project logistics manager in maintaining configuration control of missile maintenance briefing materials via management of both the unclassified "Share-drive" and the Secret Internet Protocol Router Network (SIPRNET)/classified computer room.

3.2.3.9 Assist the project logistics manager with gathering, coordinating, validating and submitting documentation required to execute contracting actions necessary to comply with the NAVAIR Procurement Initiation Package (PID) process, in support of the weapons maintenance program.

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**3.3 Airborne Rockets, Ammunition less than \$5 million and JATOs programs:** The Airborne Rockets program covers the existing 2.75 and 5.00 inch Rocket System and any future development efforts, Marine Location Markers (MLMs) and Paraflares under the Ammunition less than \$5 million as well as the Jet Assist Take Off (JATOs), which are small rocket motors that provide auxiliary thrust in launching targets, UAVs and aircraft. The legacy items within the Airborne Rockets program are in the production and sustainment phase of their lifecycle. The Advanced Precision Kill Weapon System (APKWS) program is also included in the Airborne Rockets program, which was a Navy led System Development and Demonstration (SD&D) program that is currently producing a low cost Semi Active Laser (SAL) precision guidance section for existing 2.75 inch unguided rockets.

### **3.3.1. PANMC Funding (Airborne Rocket Program)**

3.3.1.1 Provide engineering and technical support to the Airborne Rocket program for acquisition, programmatic, requirements, technical, operational, tactical and logistics efforts. Analyze, evaluate, and provide recommendations for Total Ownership Cost (TOC), Cost As an Independent Variable (CAIV) and Life Cycle Cost (LCC) evaluations and associated management plans.

3.3.1.2 Collect, compile and analyze project and cost data for Airborne Rockets production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.3.1.3 Perform financial analyses on the Airborne Rockets program production engineering and logistics requirements to support production integration efforts and provide recommendations on various strategies to support integration, potential return on investment, and associated risk to the program.

3.3.1.4 Evaluate technical directives for applicability to the Airborne Rockets program. Recommend, review, and evaluate Airborne Rockets program documentation for technical accuracy. Provide analysis and technical advice to the program office on matters relating to the Airborne Rockets procurement program. Provide technical recommendation for strategy and technical solutions.

3.3.1.5 Provide production planning, operational requirements assessment and validation, logistics and tactical employment considerations and training requirements for the Airborne Rockets program. Provide plans for maintenance engineering and logistics supportability efforts.

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3.3.1.6 Evaluate technical and production issues; provide support and recommendations to PMA-242, HQMC and OPNAV N98 related to weapon systems costs for the Airborne Rockets program.

### **3.3.2. PANMC Funding (Ammunition less than \$5 million Program)**

3.3.2.1 Provide engineering and technical support to the Ammunition less than \$5 million program for acquisition, programmatic, requirements, technical, operational, tactical and logistics efforts. Analyze, evaluate, and provide recommendations for TOC, CAIV and LCC evaluations and associated management plans.

3.3.2.2 Collect, compile and analyze project and cost data for Ammunition less than \$5 million production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.3.2.3 Perform financial analyses on the Ammunition less than \$5 million production engineering and logistics requirements to support production integration efforts and provide recommendations on various strategies to support integration, potential return on investment, and associated risk to the program.

3.3.2.4 Evaluate technical directives for applicability to the Ammunition less than \$5 million program. Recommend, review, and evaluate Airborne Rockets program documentation for technical accuracy. Provide analysis and technical advice to the program office on matters relating to the Ammunition less than \$5 million procurement program. Provide technical recommendation for strategy and technical solutions.

3.3.2.5 Provide production planning, operational requirements assessment and validation, logistics and tactical employment considerations and training requirements for the Ammunition less than \$5 million program. Provide plans for maintenance engineering and logistics supportability efforts.

3.3.2.6 Evaluate technical and production issues, provide support and recommendations to PMA-242, HQMC, OPNAV N98 related to weapon systems costs for the Ammunition less than \$5 million program.

### **3.3.3. PANMC Funding (JATOs Program)**

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3.3.3.1 Provide engineering and technical support to the JATOs program for acquisition, programmatic, requirements, technical, operational, tactical and logistics efforts. Analyze, evaluate, and provide recommendations for TOC, CAIV and LCC evaluations and associated management plans.

3.3.3.2 Collect, compile and analyze project and cost data for JATOs production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.3.3.3 Perform financial analyses on the JATOs production engineering and logistics requirements to support production integration efforts and provide recommendations on various strategies to support integration, potential return on investment, and associated risk to the program.

3.3.3.4 Evaluate technical directives for applicability to the JATOs program. Recommend, review, and evaluate Airborne Rockets program documentation for technical accuracy. Provide analysis and technical advice to the program office on matters relating to the JATOs procurement program. Provide technical recommendation for strategy and technical solutions.

3.3.3.5 Provide production planning, operational requirements assessment and validation, logistics and tactical employment considerations and training requirements for the JATOs program. Provide plans for maintenance engineering and logistics supportability efforts.

3.3.3.6 Evaluate technical and production issues, provide support and recommendations to PMA-242, HQMC, OPNAV N78 related to weapon systems costs for the JATOs program.

### **3.3.4 RDTEN Funding (Airborne Rocket Program)**

3.3.4.1 Provide engineering analysis and provide recommendations for aircraft integration from USMC rotary- and fixed wing platforms in the Urban Close Air Support (CAS) environment for the Airborne Rockets program.

3.3.4.2 Provide engineering analysis and provide recommendations for aircraft integration from USN rotary- and fixed wing platforms in the Maritime environment for the Airborne Rockets program.

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3.3.4.3 Identify and provide recommendations relative to aircraft interface problems associated with scheduled optimization efforts for MIL-STD-1760 compatible rocket launchers.

3.3.4.4 Provide systems integration analysis, independent assessments, data and recommendations, and supportability analysis for the Airborne Rockets program.

3.3.4.5 Collect, compile and analyze project and cost data for the Airborne Rockets engineering, logistics, and developmental testing for incorporation into team work plans, data calls, and supporting financial documentation. Perform financial analyses on the Airborne Rockets program engineering requirements, logistics requirements, and test and integration efforts and provide recommendations on various strategies to support development and testing, their potential return on investment, and associated risk to the program.

**3.3.5 O&M,N Funding (Airborne Rockets, JATOs and Ammunition less than \$5 million)**

3.3.5.1 Provide support operations services to the project logistics managers integral to the operation and sustainment of the Airborne Rockets, JATOs and Ammunition less than \$5 million systems weapons maintenance program.

3.3.5.2 Provide support to the project logistics managers in developing and implementing weapons maintenance cost planning, budget projections, and program health assessments.

3.3.5.3 Assist the project logistics manager in the development, preparation, and update of input to weapons maintenance program briefs to ensure data is accurate and consistent with approved plans and key program events.

3.3.5.4 Assist the project logistics manager in analyzing and validating weapons maintenance program projected and actual cost data and then recommend changes to ensure program requirements and alternate acquisition strategies are properly priced, phased, balanced, and executable.

3.3.5.5 Assist the project logistics manager in reviewing and analyzing funding execution status for all weapons maintenance programs.

3.3.5.6 Assist the project logistics manager in preparing program briefings, technical reports, financial analysis, and meeting coordination. Attend project and program management reviews and assist project logistics manager in preparing the minutes of the meetings.

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3.3.5.7 Assist the project logistics manager in preparing technical reports/presentations/briefings using Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat software.

3.3.5.8 Assist the project logistics manager in maintaining configuration control of missile maintenance briefing materials via management of both the unclassified "Share-drive" and the Secret Internet Protocol Router Network (SIPRNET)/classified computer room.

3.3.5.9 Assist the project logistics manager with gathering, coordinating, validating and submitting documentation required to execute contracting actions necessary to comply with the NAVAIR Procurement Initiation Package (PID) process, in support of the weapons maintenance program.

**3.4 Aircraft Gun Systems (AGS) Labor:** The contractor shall provide support for the Crew Served Weapon (CSW) Systems, Medium Cal Guns and Medium Cal Ammunition under the Machine Gun Ammunition (MGA) program. This includes CSW such as the GAU-16, XM-218, M240 and GAU-21 as well as medium caliber guns to include the 20mm M61A1, 20mm M61A2, 20mm M197 and 25mm GAU-12 aircraft gun systems. The Common Defense Weapon System (CDWS) is integrated on multiple platforms to include the H-53, UH-1 MH-60R/S and MV-22. The remaining systems are fully fielded systems managed by the PMA-242 program office. In addition, the contractor shall provide support for new programs such as F-35 Weapon System.

#### **3.4.1 APN Funding (CDWS)**

3.4.1.1 Provide Engineering/logistics, technical and acquisition support for the Common Defense Weapon System (CDWS) to include review and evaluation of production design data and documentation, CDWS program problems/failures during production.

3.4.1.2 Provide production planning, operational requirements assessment and validation, logistics and tactical employment considerations and training requirements for CDWS program. Provide plan for maintenance engineering and logistics supportability efforts.

3.4.1.3 Collect, compile and analyze project and cost data for CDWS production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.4.1.4 Perform financial analyses on the CDWS program production engineering and logistics requirements to support production integration efforts and provide recommendations on various

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strategies to support integration, potential return on investment, and associated risk to the program.

### **3.4.2 PANMC Funding (MGA)**

3.4.2.1 Collect, compile and analyze project and cost data for Machine Gun Ammunition (MGA) production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.4.2.2 Perform financial analyses on the MGA program production engineering and logistics requirements to support production integration efforts and provide recommendations on various strategies to support integration, potential return on investment, and associated risk to the program.

3.4.2.3 Evaluate technical and production issues; provide support and recommendations to PMA-242, HQMC, and OPNAV N98 related to MGA weapon systems costs.

### **3.4.3 O&M,N Funding (AGS)**

3.4.3.1 Provide support operations services to the project logistics managers integral to the operation and sustainment of the Aircraft Guns Systems weapons maintenance program.

3.4.3.2 Provide support to the project logistics managers in developing and implementing weapons maintenance cost planning, budget projections, and program health assessments.

3.4.3.3 Assist the project logistics manager in the development, preparation, and update of input to weapons maintenance program briefs to ensure data is accurate and consistent with approved plans and key program events.

3.4.3.4 Assist the project logistics manager in analyzing and validating weapons maintenance program projected and actual cost data and then recommend changes to ensure program requirements and alternate acquisition strategies are properly priced, phased, balanced, and executable.

3.4.3.5 Assist the project logistics manager in reviewing and analyzing funding execution status for

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all weapons maintenance programs.

3.4.3.6 Assist the project logistics manager in preparing program briefings, technical reports, financial analysis, and meeting coordination. Attend Program Management Reviews and assist program logistics manager in preparing the minutes of the meetings.

3.4.3.7 Assist the project logistics manager in preparing technical reports/presentations/briefings using Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat software.

3.4.3.8 Assist the project logistics manager in maintaining configuration control of missile maintenance briefing materials via management of both the unclassified "Share-drive" and the Secret Internet Protocol Router Network (SIPRNET)/classified computer room.

3.4.3.9 Assist the project logistics manager with gathering, coordinating, validating and submitting documentation required to execute contracting actions necessary to comply with the NAVAIR Procurement Initiation Package (PID) process, in support of the weapons maintenance program.

**3.5 Precision Guided Munitions (PGM) Labor:** These items include the Hellfire missile, Maverick missile and Stand-Off Precision guided Munitions (SOPGM). These weapons are in the sustainment phase of their life cycle with the potential for procurement/production for more Hellfire, Laser Maverick and SOPGM missiles.

### **3.5.1 WPN Funding (Hellfire Missile Program)**

3.5.1.1 Evaluates technical directives for applicability to the Hellfire program. Recommends reviews and evaluates Hellfire program documentation for technical accuracy. Provides analysis and technical advice to the program office on matters relating to the Hellfire program. Provides technical recommendations for strategy and technical solutions.

3.5.1.2 Provide production support for technical efforts related to the Blast Fragmentation and Thermobaric Hellfire missile systems. This includes coordination with industry as well as government agencies such as NAWCWD-China Lake, NSWC-Indian Head, and the Army's Joint Attack Munition Systems Project Office.

3.5.1.3 Provide engineering and technical support for Hellfire product improvements.



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3.5.1.4 Perform engineering planning, monitoring, evaluation and reporting for the Hellfire program.

3.5.1.5 Investigate Hellfire program engineering problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities for the Hellfire program. Provide technical recommendations regarding the Hellfire program.

3.5.1.6 Analyze/evaluate existing PGM systems and advanced technologies, reviews/analyzes system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing PGM systems, and technical documentation as necessary for the Hellfire program.

3.5.1.7 Identify integration requirements for the Hellfire program.

3.5.1.8 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the Hellfire program.

3.5.1.9 Collect, compile and analyze project and cost data for Hellfire engineering and logistics for incorporation into team work plans, data calls, and supporting financial documentation.

3.5.1.10 Perform financial analyses on Hellfire engineering requirements and logistics requirements efforts and provide recommendations on various strategies, their potential return on investment, and associated risk to the program.

### **3.5.2 WPN Funding (Laser Maverick Program)**

3.5.2.1 Evaluates technical directives for applicability to the Laser Maverick program. Recommends reviews and evaluates Maverick program documentation for technical accuracy. Provides analysis and technical advice to the program office on matters relating to the Laser Maverick program. Provides technical recommendations for strategy and technical solutions.

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3.5.2.2 Provide production support for technical efforts related to the Blast Fragmentation and Thermobaric Laser Maverick missile systems. This includes coordination with industry as well as government agencies such as NAWCWD-China Lake, NSWC-Indian Head, and the Army's Joint Attack Munition Systems Project Office.

3.5.2.3 Provide engineering and technical support for Laser Maverick program product improvements.

3.5.2.4 Perform engineering planning, monitoring, evaluation and reporting for Laser Maverick program.

3.5.2.5 Investigate Laser Maverick program engineering problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities for the Laser Maverick program. Provide technical recommendations regarding PGMs for the Laser Maverick program.

3.5.2.6 Analyze/evaluate existing PGM systems and advanced technologies, reviews/analyzes system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing PGM systems, and technical documentation as necessary for the Laser Maverick program.

3.5.2.7 Identify integration requirements for the Laser Maverick program.

3.5.2.8 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the Laser Maverick program.

3.5.2.9 Collect, compile and analyze project and cost data for Laser Maverick engineering and logistics for incorporation into team work plans, data calls, and supporting financial documentation.

3.5.2.10 Perform financial analyses on Laser Maverick engineering requirements and logistics requirements efforts and provide recommendations on various strategies, their potential return on investment, and associated risk to the program.

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### **3.5.3 WPN Funding (SOPGM Program)**

3.5.3.1 Evaluates technical directives for applicability to the SOPGM program. Recommends reviews and evaluates SOPGM program documentation for technical accuracy. Provides analysis and technical advice to the program office on matters relating to the SOPGM program. Provides technical recommendations for strategy and technical solutions.

3.5.3.2 Provide production support for technical efforts related to the SOPGM missile systems. This includes coordination with industry as well as government agencies such as NAWCWD-China Lake, NSWC-Indian Head, and the Army's Joint Attack Munition Systems Project Office.

3.5.3.3 Provide engineering and technical support for SOPGM product improvements.

3.5.3.4 Perform engineering planning, monitoring, evaluation and reporting for the SOPGM program.

3.5.3.5 Investigate the SOPGM program engineering problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities for the SOPGM program. Provide technical recommendations regarding the SOPGM program.

3.5.3.6 Analyze/evaluate existing PGM systems and advanced technologies, reviews/analyzes system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing PGM systems, and technical documentation as necessary for the SOPGM program.

3.5.3.7 Identify integration requirements for the SOPGM program.

3.5.3.8 Provide technical and engineering information and recommendations in response to

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Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the SOPGM program.

3.5.3.9 Collect, compile and analyze project and cost data for SOPGM engineering and logistics for incorporation into team work plans, data calls, and supporting financial documentation.

3.5.3.10 Perform financial analyses on SOPGM engineering requirements and logistics requirements efforts and provide recommendations on various strategies, their potential return on investment, and associated risk to the program.

#### **3.5.4 O&M,N Funding (Hellfire, Laser Maverick and SOPGM weapons)**

3.5.4.1 Provide support operations services to the project logistics managers integral to the operation and sustainment of the Hellfire, Laser Maverick and SOPGM\_weapons maintenance program.

3.5.4.2 Provide support to the project logistics managers in developing and implementing weapons maintenance cost planning, budget projections, and program health assessments.

3.5.4.3 Assist the project logistics manager in the development, preparation, and update of input to weapons maintenance program briefs to ensure data is accurate and consistent with approved plans and key program events.

3.5.4.4 Assist the project logistics manager in analyzing and validating weapons maintenance program projected and actual cost data and then recommend changes to ensure program requirements and alternate acquisition strategies are properly priced, phased, balanced, and executable.

3.5.4.5 Assist the project logistics manager in reviewing and analyzing funding execution status for all weapons maintenance programs.

3.5.4.6 Assist the project logistics manager in preparing program briefings, technical reports, financial analysis, and meeting coordination. Attend project management reviews and assist project logistics manager in preparing the minutes of the meetings.

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3.5.4.7 Assist the project logistics manager in preparing technical reports/presentations/briefings using Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat software.

3.5.4.8 Assist the project logistics manager in maintaining configuration control of missile maintenance briefing materials via management of both the unclassified "Share-drive" and the Secret Internet Protocol Router Network (SIPRNET)/classified computer room.

3.5.4.9 Assist the project logistics manager with gathering, coordinating, validating and submitting documentation required to execute contracting actions necessary to comply with the NAVAIR Procurement Initiation Package (PID) process, in support of the weapons maintenance program.

### **3.6 Joint Air-to-Ground Missile (JAGM) Labor:**

The contractor shall provide support for the JAGM program which is a US Army led ACAT IC Pre-MDAP program currently in the Technology Development (TD) phase with plans to start Engineering, Manufacturing and Development (EMD) in 2015. JAGM will be integrated on the AH-1Z platform. PMA-242 has personnel co-located at the US Army's Joint Attack Munition Systems program office located in Huntsville, AL as well as Patuxent River, MD and China Lake, CA supporting the JAGM program.

#### **3.6.1 RDTEN Funding (JAGM)**

3.6.1.1 Provide System Engineering (SE) expertise in the development, coordination, scheduling and funding of contractor SE strategies to the JAGM SE IPT lead in support of the JAGM System Engineering Technical Review (SETR). The contractor shall provide support in identification of issues and recommend solutions to the SE IPT lead. The contractor may act as the contractor SE IPT lead as required by the JAGM Overarching SE lead.

3.6.1.1.1 Provide System engineering support in platform integration design development during all phases. Focus will be on ensuring system compatibility and suitability for Platform Integration into US Navy and USMC platforms (threshold: AH-1Z). Platform Integration will also support EDRAP, flight clearance process, and coordination of platform integration efforts.

3.6.1.1.2 Provide engineering and technical support for the JAGM RDT&E program. Provide support for System

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Engineering design reviews (IAW NAVAIRINST 4355.19) and engineering development for the JAGM program.

3.6.1.1.3 Provide system engineering expertise for various phases of the JAGM program that will include trade-off analysis, engineering approach analysis, independent analysis, and data assessment.

3.6.1.1.4 Perform tasking such as updating acquisition documentation; schedule reviews/corrections (Integrated Master Schedule (IMS) and contractors schedules); platform integration plan; System Engineering Plan (SEP); Test and Evaluation Master Plan (TEMP); software integration plan; and data analysis.

3.6.1.1.5 Perform engineering analysis and assessment to system and subsystem of Government furnished data pertaining to weapons and stores management subsystems.

3.6.1.1.6 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits for the JAGM program.

3.6.1.1.7 Provide technical support for analysis of risk assessment and provide mitigation plan for the JAGM program.

3.6.1.1.8 Collect, compile and analyze project and cost data for manufacturing/production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation .

3.6.1.2 Provide Logistic expertise in the development, coordination, scheduling and funding of contractor Logistic strategies to the JAGM Logistics IPT lead in support of the JAGM System Integrated Logistics Support (ILS). The contractor shall provide support in identification of issues and recommend solutions to the Logistics IPT lead. The contractor may act as the contractor Logistics IPT lead as required by the JAGM Overarching Logistics lead.

3.6.1.2.1 Provide Logistics support for the JAGM RDT&E program. Provide recommendations on supportability concept development, design considerations for the support concept, and development assistance for JAGM ILS program.

3.6.1.2.2 Develop design supportability alternatives and trade-offs and make recommendations

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that assure life cycle costs are optimized. Provide analysis and rationale for the JAGM program.

3.6.1.2.3 Coordination and guidance in the preparation of the NAVAIR Acquisition Logistics Support Plan (ALSP) and the Logistics Requirements and Funding Summary (LRFS) for the JAGM program.

3.6.1.2.4 Develop and evaluate reliability and maintainability program plans, measurements, testing plans, and testing procedures for the JAGM program.

3.6.1.2.5 Evaluate the tenants of Condition Based Maintenance Plus (CBM+) for applicability and affordability in maintenance concept development and analyses and provide recommendations to the JAGM program APML.

3.6.1.2.6 Recommend methodologies to determine suitability and maturity of system and equipment designs and their current or potential impact upon logistic supportability for the JAGM program.

3.6.1.2.7 Provide supportability considerations in the Systems Engineering Plan (SEP), Test and Evaluation Management Plan (TEMP), and Cost and Analysis Requirements Description (CARD). Provide maintenance planning inputs including Configuration Management (CM), Corrosion Control (CC), Reliability Centered Maintenance (RCM), Condition Based Maintenance (CBM), diagnostics and prognostics, and Diminished Manufacturing Sources/Material Shortages (DMSMS) for the JAGM program.

3.6.1.3 Provide Test and Evaluation (T&E) expertise in the development, coordination, scheduling and funding of contractor T&E strategies to the JAGM T&E IPT lead in support of all phases of the JAGM Program. The contractor shall provide support in identification of issues and recommend solutions to the T&E IPT lead. The contractor may act as the contractor T&E IPT lead as required by the JAGM Overarching T&E lead.

3.6.1.3.1 Support review and coordination of T&E crosswalks/test matrices of performance and capability of prime contractor and joint service plans to user/JAGM System requirements. Support review of prime contractor requirements and traceability of design for conducting system integration and interoperability tests and demonstrations.

3.6.1.3.2 Provide Navy T&E expertise and oversight to JAGM System prime contractor and/or

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government sponsored test on-site monitoring, observing, tracking, and reporting of test events defined in the JAGM System TD Phase and EMD Phase (tower testing, captive flight testing, and ground missile flight tests).

3.6.1.3.3 Identify Navy T&E issues and formulate and provide alternatives for issue resolution. Report issues and recommended solutions to the PMA-242 office. Work with Navy test agencies as required coordinating Navy test events for the JAGM program.

3.6.1.3.4 Review test plans, attend test readiness reviews, flight readiness reviews, and provide comments to the test reports on both hardware and software test events. Work with the JAGM System prime contractors and lead service to assess technical performance as it relates to system verification as directed by the JAGM APMT&E.

3.6.1.3.5 Support the preparation, conduct and completion of the IPT input to the JAGM T&E WIPTs as scheduled by the Joint Air to Ground System (JAGM) Project Office.

3.6.1.3.6 Support the development and coordination of T&E IPT charters, technical meetings and working groups. Attend prime contractor T&E and System Engineering IPT meetings as required by the JAGM System contract, and provide coordinating information up to the JAGM Navy APMT&E on a recurring basis.

3.6.1.3.7 Provide Navy T&E support to the JAGM APMT&E in support of Milestone B documentation preparation to include, but not limited to, a Test and Evaluation Master Plan (TEMP) and Master Objectives Matrix (MOM).

3.6.1.3.8 Coordinate T&E activities with Project Management Agencies for US Navy and USMC platforms (AH-1Z) to support Developmental Test Shots, Developmental Test Assist shots, Integrated Test and Operational Test (Post Milestone B) for the JAGM program.

3.6.1.3.9 Provide programmatic support to include the coordination with the lead service for program acquisition documentation, program management plans, agreements, and other program information. Provide technical recommendations on program briefings and documentation. Support JAGM related source selection evaluations as permitted by law and regulation. Develop, prepare, and coordinate inputs for JAGM program briefings to be presented by the Program Manager or their staff. Attend Program Management Reviews or JAGM meetings and coordinate agendas and minutes for the meetings.

3.6.1.3.10 Provide technical and programmatic recommendations on responses to external



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organizations including, but not limited to Congress, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the JAGM program. Provide support to update and organize program files and databases on Program Office hard drives.

### **3.6.2 WPN Funding (JAGM)**

3.6.2.1 Evaluates technical directives for applicability to the JAGM program. Recommends reviews and evaluates JAGM program documentation for technical accuracy. Provides analysis and technical advice to the program office on matters relating to the JAGM program. Provides technical recommendations for strategy and technical solutions.

3.6.2.2 Provide production support for technical efforts related to the AGM-114R missile system. This includes coordination with industry as well as government agencies such as NAWCWD-China Lake, NSWC-Indian Head, and the Army's Joint Attack Munitions Systems Project Office for the JAGM program.

3.6.2.3 Provide engineering and technical support for JAGM program product improvements.

3.6.2.4 Perform engineering planning, monitoring, evaluation and reporting for JAGM program.

3.6.2.5 Investigate JAGM program engineering problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities for the JAGM program. Provide technical recommendations.

3.6.2.6 Analyze/evaluate JAGM systems and advanced technologies, reviews/analyzes system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing JAGM system, and technical documentation as necessary.

3.6.2.7 Identify integration requirements for the JAGM program.

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3.6.2.8 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the JAGM program.

3.6.2.9 Collect, compile and analyze project and cost data for JAGM engineering and logistics for incorporation into team work plans, data calls, and supporting financial documentation.

3.6.2.10 Perform financial analyses on the JAGM program engineering requirements and logistics requirements efforts and provide recommendations on various strategies, their potential return on investment, and associated risk to the program.

**3.7 Air to Ground Weapons Support Labor:** This requirement is in support of multiple weapons. The location for this support is Washington, DC. This includes HARM Mods, Airborne Rockets, Marine Location Markers (MLMs) under the Ammunition less than \$5 million program, Machine Gun Ammunition (MGA), Joint Stand-Off Weapons Systems (JSOW), General Purpose Bombs, and JAGM. These efforts require a thorough understanding of the acquisition process and a high level of experience in dealing with senior members of the Acquisition workforce. Experience in addressing technical issues in regards to weapon systems acquisition management and incorporating them into drafts of recommendations, point papers, and correspondence for IPT Leads to respond to technical inquiries from Congress, OPNAV, HQMC, DASN, and other Government agencies is required.

### **3.7.1 WPN Funding (HARM Mods Program)**

3.7.1.1 Provide engineering recommendations to the management team on the need for program documentation, reviews and meetings. Attend, participate, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation for the HARMS Mods program.

3.7.1.2 Review technical improvement documentation for completeness and accuracy the HARM Mods program.

3.7.1.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements the HARM Mods program.

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### **3.7.2 WPN Funding (JSOW Program)**

3.7.2.1 Provide engineering recommendations to the management team on the need for program documentation, reviews and meetings. Attend, participate, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation for the JSOW program.

3.7.2.2 Review technical improvement documentation for completeness and accuracy for the JSOW program.

3.7.2.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the JSOW program.

### **3.7.3 WPN Funding (JAGM Program)**

3.7.3.1 Provide engineering recommendations to the management team on the need for program documentation, reviews and meetings. Attend, participate, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation for the JAGM program

3.7.3.2 Review technical improvement documentation for completeness and accuracy for the JAGM program.

3.7.3.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the JAGM program.

### **3.7.4 PANMC Funding (Airborne Rockets program.)**

3.7.4.1 Provide engineering recommendations to the management team on the need for program documentation, reviews and meetings. Attend, participate, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation for the Airborne Rockets program.

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3.7.4.2 Review technical improvement documentation for completeness and accuracy for the Airborne Rockets program.

3.7.4.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the Airborne Rockets program.

### **3.7.5 PANMC Funding (Ammunition less than \$5 million program.)**

3.7.5.1 Provide engineering recommendations to the management team on the need for program documentation, reviews and meetings. Attend, participate, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation for the Ammunition less than \$5 million program.

3.7.5.2 Review technical improvement documentation for completeness and accuracy for the Ammunition less than \$5 million program.

3.7.5.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the Ammunition less than \$5 million program.

### **3.7.6 PANMC Funding (MGA program.)**

3.7.6.1 Provide engineering recommendations to the management team on the need for program documentation, reviews and meetings. Attend, participate, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation for the MGA program.

3.7.6.2 Review technical improvement documentation for completeness and accuracy for the MGA program.

3.7.6.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the MGA program.

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### **3.7.7 PANMC Funding (General Purpose Bombs program.)**

3.7.7.1 Provide engineering recommendations to the management team on the need for program documentation, reviews and meetings. Attend, participate, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation for the General Purpose Bombs program.

3.7.7.2 Review technical improvement documentation for completeness and accuracy for the General Purpose Bombs program.

3.7.7.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements for the General Purpose Bombs program.

### **3.7.8 O&M,N Funding (HARM Mods, Airborne Rockets, Ammunition less than \$5 million, Machine Gun Ammunition (MGA), Joint Stand-Off Weapons Systems (JSOW) and General Purpose Bombs programs)**

3.7.8.1 Provide engineering recommendations to the management team on the need for project documentation, reviews and meetings. Attend, participate, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation for HARM Mods, Airborne Rockets, Ammunition less than \$5 million, Machine Gun Ammunition (MGA), Joint Stand-Off Weapons Systems (JSOW) and General Purpose Bombs programs.

3.7.8.2 Review technical improvement documentation for completeness and accuracy.

3.7.8.3 Provide recommendations for operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements.

### **3.7.9 RD TEN Funding (JAGM)**

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3.7.9.1 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits for the JAGM program.

3.7.9.2 Provide technical support for analysis of risk assessment and provide mitigation plan for the JAGM program.

3.7.9.3 Collect, compile and analyze project and cost data for manufacturing/production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation .

3.7.9.4 Provide recommendations on supportability concept development, design considerations for the support concept, and development assistance for JAGM ILS program.

3.7.9.5 Develop design supportability alternatives and trade-offs and make recommendations that assure life cycle costs are optimized. Provide analysis and rationale for the JAGM program.

### **3.8 FMS and OCF Technical Requirements:**

The Contractor shall perform the following scope of work as identified in the Foreign Military Sales (FMS) and Other Customer Funds (OCF) delivery task order for PMA-242 programs.

#### **3.8.1 FMS Technical Requirements**

3.8.1.1 Provide program support. Use greater judgment and initiative in handling wide variety of situations an conflicts involving clerical and program functions of the office. Ensure documents and correspondence is prepared in accordance with the Navy Correspondence Manual, Navy directives and systems. Conduct program, record keeping, and file maintenance.

3.8.1.2 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference rooms. Update travel schedules and resolve scheduling conflicts.

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3.8.1.3 Specific deliverables include: Prepare the bi-weekly Weekly Activity Report (WAR); prepare and process government travel requests; prepare and distribute summary minutes of daily stand-up meeting; prepare and process message traffic. Manage the PMA-242 database archiving system. Provide training on clerical systems to PMA-242 personnel.

3.8.1.4 Provide specific FMS support to the Operations Officer and the IPT leads in the area of program management and audio-visual support.

3.8.1.5 FMS Liaison with NMCI and base telephone office to coordinate their support for computer, hardware and telephone related issues.

3.8.1.6 Develop, and maintain the program office weapons delivery schedule for all program office.

3.8.1.7 Provide FMS management support for all PMA-242 programs to include: program briefings, technical reports, financial analysis, and meeting coordination. Develop FMS Price and Availability (P&A) data, Letter of Offer and Acceptance (LOA). Amendments and Modifications. Attend FMS Program Management Reviews and prepare the briefs and minutes of the meetings including the recorded action items. Research track and report on status of FMS PMR action items. These management support services shall apply at both the program and project levels.

3.8.1.8 Develop, prepare, and consolidate input for program level briefings to cover multiple IPTs and be presented by the Program Manager, Deputy Program Manager or their staff to all levels of US government and foreign personnel.

### **3.8.2 OCF Technical Requirements:**

3.8.2.1 Provide program support. Use greater judgment and initiative in handling wide variety of situations and conflicts involving clerical and program functions of the office. Ensure documents and correspondence is prepared in accordance with the Navy Correspondence Manual, Navy directives and systems. Conduct program, record keeping, and file maintenance.

3.8.2.2 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference rooms. Update travel schedules and resolve scheduling conflicts.

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3.8.2.3 Specific deliverables include: Prepare the bi-weekly Weekly Activity Report (WAR); prepare and process government travel requests; prepare and distribute summary minutes of daily stand-up meeting; prepare and process message traffic. Manage the PMA-242 database archiving system. Provide training on clerical systems to PMA-242 personnel.

3.8.2.4 Provide specific FMS support to the Operations Officer and the IPT leads in the area of program management and audio-visual support.

3.8.2.5 FMS Liaison with NMCI and base telephone office to coordinate their support for computer, hardware and telephone related issues.

3.8.2.6 Develop, and maintain the program office weapons delivery schedule for all program office.

3.8.2.7 Provide FMS management support for all PMA-242 programs to include: program briefings, technical reports, financial analysis, and meeting coordination. Attend FMS Program Management Reviews and prepare the briefs and minutes of the meetings including the recorded action items. Research, track and report on status of FMS PMR action items. These management support services shall apply at both the program and project levels.

3.8.2.8 Develop, prepare, and consolidate input for program level briefings to cover multiple IPTs and be presented by the Program Manager, Deputy Program Manager or their staffs to all levels of US Government and foreign personnel.

#### **4.0 NMCI Requirements**

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

#### **5.0 Travel and Materials**

5.1 Travel and materials are to be provided by the contractor only when essential to the performance of tasks assigned and approved by the COR.



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5.2 Material purchases must be approved by the Task Order Manager (TOM). Material support may include the following: office supplies, reproduction, shipping and special binders, as well as hotel conference support.

5.3 Local and long distance travel will be required for this effort. Travel to the following locations is anticipated during the period of performance: Los Angeles, CA, Ridgecrest, CA, Rome, IT, Washington DC, China Lake, CA, Huntsville, AL, San Diego, Ca, Rock Island, IL, Pt. Mugu, CA, Eglin AFB, FL, Hill AFB, UT, Yuma, AZ, Brussels, Belgium, Mechanicsburg, PA, Pensacola, FL, and Burlington, VT. During the performance of the tasking, additional travel may be required.

## **6.0 Contractor Document Requirements (Deliverables)**

6.1 Monthly Progress and Financial Status Report: The contractor shall provide a progress and financial status report in accordance with the Contract Data Requirement List (CDRL A001). The report shall include work accomplished since submittal of the last report, both monthly and cumulative man-hour labor costs expended by labor category and material and travel costs.

6.2 The contractor shall prepare and submit a Funds and Man-Hour Expenditure Report (CDRL A002) to address work completed to date.

6.3 CDRL A003 is reserved.

6.4 The contractor shall prepare and submit an Information Technology (IT) Personnel Security Report for COR (CDRL A004) for all employees requiring access to Government IT systems.

6.5 The contractor shall prepare and submit an IT Personnel Security Report for NAVAIR Security (CDRL A004) for all employees requiring access to Government IT systems.

6.6 CDRL A005 is reserved.

6.7 The contractor shall prepare and submit Technical Reports, Analyses and Studies for Services (CDRL A006).

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## **7.0 Identification of Contractor Personnel:**

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

Contractor identification (ID) badges will be issued by the Government to on-site contractor personnel. In accordance with NASPAXRIV Instruction 5510.15N, 31 October 2007, identification badges must be displayed at all times. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The contractor shall return all media, including CAC cards in accordance with instructions identified previously in this paragraph.

## **8.0 Program Security**

**8.1 Security Classification.** Personnel performing on this delivery order must hold a security clearance of SECRET or TOP SECRET/Sensitive Compartmented Intelligence (TS/SCI) as required for key billet.

**8.2 Security Requirements.** All personnel and/or labor category equivalents identified within this SOW must be a U.S. Citizen and have or be able to obtain an interim Secret Clearance within thirty (30) days of the contract award resulting from this solicitation, and must obtain the final Secret Clearance within sixty (60) days of the contract award resulting from this solicitation. The contractor shall have a SECRET Facility clearance in accordance with the DD Form 254 incorporated as Attachment in Section J. The contractor shall ensure that all personnel, prior to award, have a minimum of Department of Defense (DoD) National Agency Check (NAC), or equivalent. The contractor shall ensure that personnel meet eligibility requirements for clearance/access to classified information at the level required (Secret) prior to starting work. After personnel have received their security clearance, the contractor shall ensure that all personnel maintain their security clearance in order to perform the work assigned and access the facilities required to perform the work.

**8.3 Common Access Card (CAC).** The contractor shall ensure that all personnel requiring access

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to Government information systems comply with the requirements to obtain a CAC. Contractor personnel are responsible to obtain and maintain a current CAC, after approval by the PMA 242 contractor CAC Trusted Agent. CAC request shall be initiated using the Trusted Associate Sponsorship System Consent to Monitor (TASS) (<https://www.dmdc.osd.mil/TASS/>). A Trusted Agent (TA) will be identified by the Government to the Contractor for CAC issuance. CAC applicants should submit an initial request for a CAC or government credential to the Trusted Agent (TA) and log in to TASS to complete and submit the online application for government credentials. The sponsoring DoD Agency provides the Applicant Request Form which is the necessary information and appropriate paperwork required for obtaining a government credential. The Applicant's employer then vets the Applicant using the DoD approved process. Once the Applicant, Contracting Agency, and Sponsoring Agency provide the necessary information, the Applicant submits the required information to the TA. The TA must verify that the employer organization has vetted the Applicant and establish the affiliation of the Applicant with the service or agency. Once the TA confirms the vetting and ensures all other requirements have been satisfied, he or she creates an application in TASS for submission. Once the TA submits a new application for an Applicant, the TA provides the Applicant (via secure means) the TASS weblink and his or her user ID and temporary password. The Applicant can then log in to TASS to complete and submit the application. Once the TA submits the application, the Applicant has seven days to complete an initial log in to TASS and begin the application process, or TASS automatically disables the Applicant's application.

Per DTM 08-003, the Next Generation CAC Implementation Guidance document, initial CAC issuance requires, at a minimum, the completion of FBI fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation.

**8.4 Access to Government Facilities.** The contractor shall provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD (see NAVAIR Clause 5252.204-9502 Requirements for Local Security System (NAVAIR) (OCT 2005) in Section C). In addition, the contractor shall provide quarterly reports with gains/losses and any changes to current personnel.

**8.5 Operations Security (OPSEC).** The Contractor shall develop, implement, and maintain an OPSEC program to protect controlled unclassified and classified activities, information, equipment, and material used or developed by the Contractor and any subcontractor during performance of the contract. The Contractor shall be responsible for the subcontractor implementation of the OPSEC requirements. This program may include Information Assurance and Communications Security (COMSEC). The OPSEC program shall be in accordance with National Security Decision Directive (NSDD) 298, and at a minimum shall include:

- 1) Assignment of responsibility for OPSEC direction and implementation.
- 2) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
- 3) Establishment of OPSEC education and awareness training.

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- 4) Provisions for management, annual review, and evaluation of OPSEC programs.
- 5) Flow down of OPSEC requirements to subcontractors when applicable.

While performing onboard NAVAIR or NAVAIR sites, the Contractor shall comply with the provisions of OPNAVINST 3432.1, the local Command/Facility 3432 instruction series (OPSEC), as well as any procedures identified in Program-Specific OPSEC Plans and/or Program Protection Plans (PPPs), as applicable.

**8.6 Public Key Infrastructure (PKI).** Public Key Infrastructure (PKI) encryption is the chosen compliant DoD standard for protecting Controlled Unclassified Information (CUI) during transmission. CUI is defined as U.S. Government data that is NOT CLASSIFIED and that has NOT BEEN PUBLICALLY RELEASED. CUI includes but is not limited to data that is labeled or considered: For Official Use Only (FOUO), Privacy data, Contract Information, Unclassified Technical Data, Accountability information, DoD Sensitive but Unclassified (SBU). Failure to encrypt CUI during electronic transmission is considered a security weakness and must be reported to the Program Information Assurance Manager (PIAM) and the Command Security Manager via the contractor's responsible individual. The contractor shall require its personnel to adhere to the required PKI policies stated herein when transmitting CUI. The contractor shall implement DoD PKI policy per DoDI 8520.02. The contractor shall obtain and utilize PKI certificates issued by an approved External Certificate Authority (ECA) for the purposes of protecting all CUI. Approved PKI will be utilized by the contractor, its subcontractors, and suppliers when transmitting CUI via electronic means. Public Key Enablement (PKE) is the chosen DoD standard for authentication at the application level. The contractor shall utilize PKI when interacting with DoD PKI/PKE information systems and accessing DoD CUI or sensitive information.

**8.7 Electronic Mail (E-Mail).** The contractor shall utilize digital signature and encryption via DoD PKI or ECA digital certificates on all electronic mail (e-mail) messages containing CUI or e-mail messages that discusses any matter that may serve as an OPSEC indicator, per DoDI 8520.02. If contractor personnel support multiple email addresses for use under this contract then a separate PKI certificate is required for each email address. Unapproved accounts, such as AOL, HOTMAIL or YAHOO, will not be used for official business under this contract unless specifically authorized to do so by the Government per CJCSI 6510.01F.

**8.8 Data at Rest (DAR).** The contractor shall ensure that an approved DoD product is utilized for Data at Rest (DAR) that is stored on mobile computing devices such as laptops and personal digital assistants (PDAs), or removable storage media. The cryptography shall be National Institute of Standards and Technology (NIST) Federal Information Processing Standard 140-2 (FIPS 140-2) compliant and a mechanism shall be established to ensure encrypted data can be recovered in the event the primary encryption system fails.

**8.9 Web Sites, Electronic Rooms (E-Rooms) and Collaboration Tools.** The contractor shall utilize DoD compliant PKI digital certificates to use as authenticators for accessing all DoD web sites

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and/or e-rooms and collaboration tools. Per DON/CIO MEMORANDUM FOR DISTRIBUTION  
SUBJ: RELEASE OF DEPARTMENT OF THE NAVY ENTERPRISE ARCHITECTURE VERSION  
1.0 Rule #7 DON Utilization of DoD

Mandated Enterprise Services and NAVAIR POLICY and NAVAL POLICY R 121925Z FEB 13  
MANDATORY NAVY-WIDE ASHORE USE OF DEFENSE CONNECT ONLINE the contractor  
shall utilize the official DoD remote conferencing collaboration tool, Defense Connect Online  
(DCO) (<https://www.dco.dod.mil>) for all electronic collaborative efforts that contain DoD  
information. Before hosting services such as but not limited to: web sites, e-rooms and Sharepoint  
sites that contain DoD CUI information, the contractor shall investigate existing government tools  
and services to meet these requirements. In the event that existing services cannot be utilized, the  
contractor shall obtain government approval prior to implementing or utilizing any such services. If  
such services are deemed necessary by the government then, these tools shall be web based  
applications that enhance data delivery and distribution to include electronic collaboration and  
management tools. These efforts shall supplement existing legacy systems, and the Navy's goals of  
web enablement of new technology and applications. Any developed systems shall utilize DoD PKI  
and PKE digital certificates as an authenticating mechanism and utilize existing encryption methods  
(i.e. Secure Sockets Layer (SSL) or Transport Layer Security (TLS) for the protection of CUI data.

**8.10 Contractor Owned Unclassified Network Security.** The contractor shall take means  
(defense-in-depth measures) necessary to protect the confidentiality, integrity, and availability of  
government-controlled unclassified information in the same manner as the contractor would protect  
its own unclassified company proprietary information. Access to government CUI from an external  
source shall use DoD ECA PKI certificates for authentication. The contractor shall ensure that  
contractor-owned or operated unclassified IT network assets (including assets used for contractor  
Teleworkers) used to process sensitive government information (CUI) are managed and maintained  
in accordance with (IAW) commercial best practices, vendor-specific, or other nationally or  
internationally-recognized IT configuration and management standards (e.g., Contract Instruction  
Services (CIS), Control

Objectives for Information and related Technology (COBIT®), Common Criteria (CC), National  
Information Assurance Program (NIAP), DoD, Defense Information Systems Agency (DISA),  
International Computer Security Association (ICSA), National Industrial Security Program (NIST),  
National Security Agency (NSA), System Administration, Networking, and Security Institute (SANS),  
Sarbanes-Oxley (SOX), ISO/IEC 27002:2005.

**8.11 Information Security Requirements for Protection of Unclassified for Protection of  
Unclassified DOD Information on Non-DOD Systems.** The contractor shall safeguard  
unclassified DoD information stored on non-DoD information systems to prevent the loss, misuse,  
and unauthorized access to or modification of this information. The contractor shall:

a. Not process DoD information on public computers (e.g., those available for use by the general  
public in kiosks or hotel business centers) or computers that do not have access control.

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- b. Protect information by no less than one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
  
- c. Sanitize media (e.g., overwrite) before external release or disposal.
  
- d. Encrypt the information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks per paragraph, Data at Rest.
  
- e. Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
  
- f. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
  
- g. Do not post DoD information to Web sites that are publicly available. Access control may be provided by an internal company intranet which adheres to paragraph, Contractor Owned Unclassified Network Security.
  
- h. Provide protection against computer network intrusions and data exfiltration, including no less than the following:
  - i. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
  
  - j. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
  
- k. Prompt application of security-relevant software patches, service packs, and hot fixes.
  
- l. Comply with other Federal and DoD information protection and reporting requirements for specified categories of information (e.g., Critical Program Information (CPI), Personally Identifiable Information (PII), export controlled information) IAW the requirements of the contract.

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**8.12 Classified Systems.** All classified information to be transmitted via electronic media shall use a cryptographic system authorized by the Director, National Security Agency in accordance with SECNAV M-5510.36 DoN Information Security Manual; SECNAV M-5510.30, DoN Personnel Security Manual; DoD Manual 5200.02, DoD Information Security Program: Overview, Classification and Declassification; and, DoD 5220.22M, National Industrial Security Operating Manual.

**8.13 Classified Spillages.** All classified spillages either initiated or received by the contractor containing NAVAIR data shall be reported to the Program Information Assurance Manager (PIAM) and the Command Security Manager within 24 hours of the incident.

**8.14 Protection of Information.** The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure, identify, mark, safeguard and control distribution of controlled unclassified and classified information in accordance with (IAW) DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) and DoDM 5200.01, DoD Information Security Program Manual, 24 Feb 2012 with changes of 19 Mar 13. The DoD Contract Security Classification Specification, DD Form 254, Section J - Attachment, to the award package (or specific delivery order, if applicable), defines security requirements and provides classification guidance. All controlled unclassified technical information shall be appropriately identified and marked as For Official Use Only (FOUO) IAW DoDM 5200.01 All controlled unclassified and classified technical information shall carry an appropriate Distribution Statement IAW DoDM 5200.01 and/or DoDI 5230.24, Distribution Statements on Technical Documents. All Contractor facilities shall provide appropriate means of storing controlled unclassified and classified information, equipment, and material IAW DoDM 5200.01 and DoD 5220.22-M. Identified directives are available at: <http://www.dtic.mil/whs/directives/corres/pdf>. Security clearance eligibility and requirements for contractor personnel, up to and including Secret, are required. The Contractor shall comply with Navy Security Regulations. All persons engaged in work while on Government property shall be subject to search of their person and vehicle at any time by the Government, and shall report any known or suspected security violations to the Security Department (7.4). The Contractor shall remove from performance any person who endangers life, property, or national security through improper conduct. The Contractor shall conform to the provisions of DoD 5500.7-R, 'Joint Ethics Regulation.'

**8.15 Security and Public Release.** Any information (classified or unclassified) pertaining to the contract shall not be released for public dissemination except as provided by DoD 5220.22-M or unless it has been approved for public release by appropriate U. S. Government authority. Proposed public release shall be submitted for approval prior to release. Subcontractors shall forward public releases through the prime Contractor for endorsement and final concurrence by the Government Contracting Activity (GCA). Transmissions by non-secure facsimile or e-mail is NOT authorized, by either the prime or subcontractor(s). ALL public releases shall be submitted to: Program Executive Officer (U&W), ATTN: PMA-242, Bldg 2272, Room 252, 47123 Buse Road, Patuxent River, MD 20670-1547. NAVAIR form 5720/1 must be completed and attached. Technical papers, briefings, presentations, either unclassified or classified to be presented at classified symposia must be submitted to AIR 7.4.1 for approval prior to presentation. Unclassified material submitted for public release (that is not to be presented at classified symposia) shall be forwarded for review prior to release as

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stated above. Security Classification Guides and other unclassified limited distribution documents (i.e., FOUO, Distribution Statement controlled) are not authorized for public release; therefore, they may not be posted to a publicly accessible web server or transmitted over the internet unless appropriately encrypted. The Contractor shall comply with associated instructions for public release requests identified on the DD form 254 for this contract.

**8.16 Operations Security (OPSEC).** While performing onboard NAVAIR or NAVAIR sites, the Contractor shall comply with the provisions of OPNAVINST 3432.1, the local Command/Facility 3432 instruction series (OPSEC), as well as any procedures identified in Program-Specific OPSEC Plans and/or Program Protection Plans (PPPs), as applicable.

**8.17 Encryption Requirements.** All systems shall adhere to the encryption requirements as defined in the "Encryption of Sensitive Unclassified Data at Rest on Mobile Computing Devices and Removable Storage Media" Memo issued by the DoD CIO on July 03, 2007.

**8.18 Classification Requirements.** All information and material shall meet classification requirements as defined in the DoD Contract Security Classification Specification, DD Form 254, and Section J - Attachment, to the award package (or specific delivery order, if applicable), defines security requirements and provides classification guidance.

## **9.0 Compressed Work Schedule (CWS):**

9.1 The Contractor awarded this contract, with agreement by the Task Order Manager (TOM), may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

**10.0 Telecommuting:** For telecommuting to be authorized by the TOM and the Contracting Officer, the following must be in place with the contractor: (1) written company policy for telecommuting covering all terms and conditions to include, but not limited to, a written agreement between the company and employee; work site of telecommute; and (2) proposed definitive amount of work or level of effort to be accomplished.

## **11.0 Increase in Capacity Provision for Labor (Option):**



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

This requirement is in accordance with Clause H-1 (Increased Capacity within the Period of Performance).

**12.0 Performance Standards:** A Quality Assurance Surveillance Plan (QASP) is incorporated as Attachment (J3).

### **13.0 Minimum Personnel Requirements**

#### DEFINITIONS

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

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

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

*accredited program* - an educational program or course of study offered by a post-secondary educational institution which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

*degree* - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels.

*experience and years of experience* -

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

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

*logistics discipline* - when used in relation to educational or work experience requirements, “logistics” shall mean any of the following specific subjects, disciplines, or areas of work experience: air vehicle, avionics, acquisition logistics, and sustainment logistics.

*technical discipline* - when used in relation to educational or work experience requirements, “technical discipline” shall mean in the field of Engineering, Mathematics or Sciences.

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

## 13.1 Personnel

### 13.1.1 Labor Category Qualifications

Note: If experience is authorized as an ‘alternative’ to a degree for a minimum education degree; the additional experience shall be **IN ADDITION TO** the minimum experience required for that labor category. For example:

*Education: Bachelor’s degree in Computer Science, Information Systems. An associate’s degree and four (4) years of experience may be substituted for a BA/BS, or an additional eight (8) years of experience may be substituted for a BA/BS.*

*Experience: Must have a minimum of two (2) years experience*

*The minimum requirement would be:*

1. *A bachelor’s degree **PLUS** 2 years experience;*
2. *AA degree **AND** total of 6 years (4 years to meet education requirement **PLUS** 2 additional*

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*years to meet experience);*

3. *No Degree: Total experience would be 10 years (8 years to meet education and 2 years to meet experience).*

### **Financial Analyst**

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

Allowable Substitution: An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.

Experience: At least four (4) years financial management experience, two (2) of which must be within DoN. Financial management experience should include financial analysis of business programs, development of cost estimates, program status reports, and knowledge of DoD Federal Management Regulations (FMR), Federal Acquisition Regulation (FAR.), PPBE process and two years of DoN Procurement policies and procedures.

Description: Provides financial and/or accounting support to the activity Accounting Department, Budget Department, Financial Systems Department or Business Operations Department, or other organizational support elements and other activities. Performs managerial/cost accounting, budgeting, funding execution, manpower management, workload, acquisition, document management, system support, and financial analyses to provide efficient allocation and effective utilization of financial resources, making recommendations for improving operations, systems, and reporting. Utilizes Navy ERP to perform financial execution functions. Provides support with a variety of management activities, corporate initiatives, special projects, and data calls which could have significant impact on the organization and its business operations.

Security Clearance: **Secret**

### **Program Analyst, Junior**

Education: AS or AA degree.

Allowable Substitution: An additional four (4) years of experience can be substituted for an AS or AA degree.

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

Provides program office analysis support. Participates in meetings and supports specified Program Integrated Product Teams (IPTs). Tracks program/project status and schedules, takes minutes,

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prepares presentations, reports, studies, documentation. Performs tasks under supervision. "

Security Clearance: **Secret**

### **Program Analyst**

Education: BS or BA degree in a business, management or relevant discipline.

Allowable Substitution: An AS or AA degree and an additional four (4) years of experience OR; an additional six (6) years of experience may be substituted for a BS or BA degree.

Experience: At least four (4) years of experience in program management, technical or business analysis discipline; and included in the four (4) years, there must be At least four (4) years of experience in program management, technical or business analysis; and included in the four (4) years, there must be two (2) years professional experience in technical efforts supporting major weapon systems and components development. Demonstrated experience in the program/project status and schedules. Demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of military acquisition programs (as specified in the DoD 5000 series), Military Interdepartmental Procurement Requests, Work requests, Requisitions, Contract Data Requirements List, and DD 254. PMP certification for this position is considered beneficial/desired. Experienced in using several Government inventory systems such as, but not limited to FEDLOG, ONE TOUCH, along with the Prime contractors inventory management system (IMS).

Principal Duties: Coordinate and manage assigned FMS case/programs, ensuring all terms and conditions of the Letter of Agreement (LOA) are satisfied. Perform tasks with little or no guidance. Demonstrated experience in the program/project status, earned value management and schedules. Performs program management, technical, or business analysis. Participates as a member of the specified Program Integrated Product Teams (IPTs); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies established policies and procedures for financial planning.

Security Clearance: **Secret**

### **Program Analyst Senior**

Education: MS or MA degree in a business, management or relevant discipline.

Allowable Substitution: BS or BA degree or PMI certification and an additional three (3) years of experience can be substituted or an MS or MA degree. An additional five (5) years experience may be substituted for the degree requirement.

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Experience: Must have a minimum of ten (10) years of experience in program management, technical or business analysis discipline, related to weapon systems acquisition and life cycle management; and a minimum of six (6) years out of the ten years of recent work experience related to analysis and planning. Familiarity with SECNAV, OPNAV and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work Requests, Requisitions, Contract Data Requirements List, and DD 254 is required. Demonstrated experience in the program/project status, earned value management and schedules. Leads the execution of complex tasks. PMP certification for this position is considered beneficial/desired.

Principal Duties: Performs critical program management, technical, or business analysis of major DOD acquisition systems and provides recommendations to ensure program success. As a member of IPT, provides program analysis support for all aspects of the program as well as collecting, completing, organizing and interpreting technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Security Clearance: **Secret**

### **Engineer/Scientist III**

Education: BS or BA degree in a "Relevant Engineering/Science Field".

Allowable Substitution: None.

Experience: Must have a minimum of six (6) years experience in a "Relevant Engineering/Science Field".

Principal Duties: Demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems, including FMS. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration principles, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems. "

Security Clearance: **Secret**

### **Engineer (Senior)/Scientist V (Key Personnel)**

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Education: MS or MA Degree in Engineering, Science, Logistics or relevant Engineering/Science discipline.

Allowable Substitution: A BS or BA degree and an additional four (4) years of experience can be substituted for an MS or MA degree.

Experience: Must have a minimum of ten (10) years experience in an engineering position, three (3) of which must be directly related to Naval systems. Demonstrated knowledge in area of engineering expertise.

Principal Duties: Leads the execution of complex tasks. Applies and integrates engineering principles to investigate, analyze, plan, design, develop, implement, test or evaluate military weapons systems, including FMS. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration principles, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapons systems, associated support systems.

Security Clearance: **Top Secret/SCI**

### **Consultant (Key Personnel)**

Degree: BS or BA degree in a business, management or relevant discipline.

Allowable Substitution. None.

Experience: Must have a minimum of ten (10) years of experience, three (3) years of which must be Navy specific.

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

Security Clearance: **Top Secret/SCI**

### **Administrative Assistant,**

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Degree: High School Diploma or General Educational Development (GED)

Allowable Substitution. None.

Experience: Must have a minimum of one (1) years of experience in a customer or business oriented position, one of which must be Navy specific. Applied knowledge of Microsoft Office software, demonstrated oral and written skills, brief preparation, one of which must be within DoD.

Principal Duties: Leads the execution of complex tasks. Provides support to executives and associated staffs. Uses greater judgment and initiative in handling a wide variety of situations and conflicts involving the administrative functions of the office. Participates in developing work deadlines. Composes correspondence requiring some understanding of technical matters; works independently on assigned projects; assist staff members to represent organization at conferences and meetings; reviews outgoing correspondence and alerts writer to any conflict with the file or departure from policies; advises on the resolution of problems; summarizes the content of incoming materials or meetings; ensures that requests for action or information are relayed to the appropriate staff member; interprets requests and helps implement action; makes sure that information is furnished in a timely manner, deadlines are met and action items are tracked for closure. "

Security Clearance: **Secret**

### **13.2 Workforce Matrix**

The Government estimate is 196,800 hours for the entire work effort (Base year plus four option years).

#### **13.2.1 Cumulative Hours**

<u>Labor Category</u>	<u>Base</u>	<u>Option Year 1</u>	<u>Option Year 2</u>	<u>Option Year 3</u>	<u>Option Year 4</u>	<u>Total</u>
Financial Analyst	5,760	5,760	5,760	5,760	5,760	28,800
Program Analyst (Jr)	5,760	5,280	5,280	5,280	5,280	26,880
Program Analyst	9,600	10,080	10,080	10,080	10,080	49,920
Program Analyst (Sr)	5,760	5,760	5,760	5,760	5,760	28,800
Engineer	0	0	0	0	0	0
Engineer (Sr) (Key Personnel)	5,760	5,760	5,760	5,760	5,760	28,800
Consultant (Key Personnel)	960	960	960	960	960	4,800
Administrative Assistant	<u>5,760</u>	<u>5,760</u>	<u>5,760</u>	<u>5,760</u>	<u>5,760</u>	<u>28,800</u>
	39,360	39,360	39,360	39,360	39,360	196,800

#### **13.2.2 Breakout by SOW Tasks Paragraph**

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<u>CLINS</u>	<u>Program</u>	<u>Funding:</u>	<u>Task:</u>	<u>Labor Categories</u>	<u>Base Hours</u>	<u>Option Year 1 Hours</u> 71XX	<u>Option Year 2 Hours</u> 72XX	<u>Option Year 3 Hours</u> 73XX	<u>Option Year 4 Hours</u> 74XX
7000	ARM	RD TEN	3.2.1	Engineer Sr.	1,920	1,920	1,920	1,920	1,920
7000	ARM	RD TEN	3.2.1	Consultant	960	960	960	960	960
7001	ARM	WPN	3.2.2	Financial Analyst	1,920	1,920	1,920	1,920	1,920
7001	ARM	WPN	3.2.2	Program Analyst Jr.	3,840	3,840	3,840	3,840	3,840
7001	ARM	WPN	3.2.2	Program Analyst	1,920	1,920	1,920	1,920	1,920
7002	ARM	O&MN	3.2.3	Admin Assistant	480	480	480	480	480
7003	Airborne Rockets	PANMC	3.3.1	Engineer Sr.	1,440	960	960	960	960
7003	Airborne Rockets	PANMC	3.3.1	Financial Analyst	1,440	960	960	960	960
7003	Airborne Rockets	PANMC	3.3.1	Program Analyst Jr.	1,440	960	960	960	960
7003	Airborne Rockets	PANMC	3.3.1	Program Analyst Sr.	1,440	960	960	960	960
7004	Ammo <\$5M	PANMC	3.3.2	Engineer Sr.	480	480	480	480	480
7004	Ammo <\$5M	PANMC	3.3.2	Financial Analyst	480	480	480	480	480
7004	Ammo <\$5M	PANMC	3.3.2	Program Analyst Jr.	480	480	480	480	480
7004	Ammo <\$5M	PANMC	3.3.2	Program Analyst Sr.	480	480	480	480	480
7005	JATO	PANMC	3.3.3	Engineer Sr.	0	240	240	240	240
7005	JATO	PANMC	3.3.3	Financial Analyst	0	480	480	480	480
7005	JATO	PANMC	3.3.3	Program Analyst	0	480	480	480	480
7005	JATO	PANMC	3.3.3	Program Analyst Sr.	0	480	480	480	480
7006	Airborne Rockets	RD TEN	3.3.4	Engineer Sr.	0	240	240	240	240
7007	Airborne Rockets/JATO/ Ammo <\$5M	O&MN	3.3.5	Admin Assistant	960	960	960	960	960
7008	AGS/CDWS	APN	3.4.1	Program Analyst	1,280	1,280	1,280	1,280	1,280
7009	AGS/MGA	PANMC	3.4.2	Program Analyst	2,560	2,560	2,560	2,560	2,560
7010	AGS	O&MN	3.4.3	Admin Assistant	1,920	1,920	1,920	1,920	1,920
7012	PGM/Maverick	WPN	3.5.2	Financial Analyst	1,280	1,280	640	640	640
7012	PGM/Maverick	WPN	3.5.2	Program Analyst	1,280	1,280	640	640	640
7013	PGM/SOPGM	WPN	3.5.3	Financial Analyst	640	640	640	640	640
7013	PGM/SOPGM	WPN	3.5.3	Program Analyst	640	640	640	640	640
7014	PGM/Hellfire /Maverick/ SOPGM	O&MN	3.5.4	Admin Assistant	480	480	480	480	480
7015	JAGM	RD TEN	3.6.1	Engineer	1,920	1,920	1,920	1,920	1,920
7015	JAGM	RD TEN	3.6.1	Engineer Sr.	1,920	1,920	1,920	1,920	1,920
7016	JAGM	WPN	3.6.2	Financial Analyst	0	0	640	640	640



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7016	JAGM	WPN	3.6.2	Program Analyst	0	0	640	640	640
7017	HARM Mods	WPN	3.7.1	Program Analyst Sr.	320	320	320	320	320
7018	JSOW	WPN	3.7.2	Program Analyst Sr.	160	160	160	160	160
7019	JAGM	WPN	3.7.3	Program Analyst Sr.	0	0	160	160	160
7020	Airborne Rockets	PANMC	3.7.4	Program Analyst Sr.	160	160	160	160	160
7021	Ammo <\$5M	PANMC	3.7.5	Program Analyst Sr.	160	160	160	160	160
7022	MGA	PANMC	3.7.6	Program Analyst Sr.	320	320	160	160	160
7023	General Purpose Bombs	PANMC	3.7.7	Program Analyst Sr.	160	160	160	160	160
7024	HARM Mods/Airborne Rockets/Ammo <\$5M/MGA /JSOW/ General Purpose Bombs	O&MN	3.7.8	Program Analyst Sr.	320	320	320	320	320
7025	JAGM	RD TEN	3.7.9	Program Analyst Sr.	320	320	320	320	320
7026	FMS	FMS	3.8.1	Admin Assistant	480	480	480	480	480
7026	FMS	FMS	3.8.1	Admin Assistant	480	480	480	480	480
7026	FMS	FMS	3.8.1	Program Analyst	480	480	480	480	480
7026	FMS	FMS	3.8.1	Program Analyst	480	480	480	480	480
7027	OCF	OCF	3.8.2	Admin Assistant	480	480	480	480	480
7027	OCF	OCF	3.8.2	Admin Assistant	480	480	480	480	480
7027	OCF	OCF	3.8.2	Program Analyst	480	480	480	480	480
7027	OCF	OCF	3.8.2	Program Analyst	<u>480</u>	<u>480</u>	<u>480</u>	<u>480</u>	<u>480</u>
				Total:	39,360	39,360	39,360	39,360	39,360

**\*Option Year CLINS: Year 1 - 71XX; Year 2 - 72XX; Year 3 - 73XX; Year 4 - 74XX**

#### **14.0 Enterprise-Wide Contractor Manpower Application (ECMRA)**

14.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required in performance of services provided under this contract to PMA-242 via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

14.2 Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the Help Desk at <http://www.ecmra.mil>.

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## **SECTION D PACKAGING AND MARKING**

### **11RA HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

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

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

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

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

- (1) name and business address of the Contractor: American Electronics, Inc.
- (2) contract number: N00178-14-D-7603
- (3) task order number: M803
- (4) sponsor: James McEwen, Contracting Officer Representative

PMA-242, Bldg. 2272

47123 Buse Road, Patuxent River, MD 20670-1627

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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## SECTION E INSPECTION AND ACCEPTANCE

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance Plan (QASP), Attachment J3 to the contract.

Inspection and Acceptance shall be in accordance with Section E of the Seaport-e multiple award contract.

**Items 7000-7027 and 9000-9003, and Option Items 7100-7127, 7200-7227, 7300-7327, 7400 - 7427, 9100-9103, 9200-9203, 9300-9303 and 9400 - 9403** - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Office's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C SOW and Section J, Attachment J3 - QASP. The QASP defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at <http://www.cpars.csd.disa.mil>. Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A (A001 -A005) under the associated item **7028, 7029, 7128, 7228, 7328, and 7428** must be completed prior to final acceptance of the services identified herein prior to final acceptance of the services identified herein. Acceptance of the Contractor's completed performance for each line item shall be acknowledged via DD Form 250, in accordance with Wide Area Workflow (WAWF) instructions.

**Items 7028 Option Items 7128, 7228, 7328 and 7428** - Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A (A001 -A005) Contract Data Requirements List, DD Form 1423 in support of CLINs **Items 7000-7027 and 9000-9003, and Option Items 7100-7127, 7200-7227, 7300-7327, 7400 - 7427, 9100-9103, 9200-9203, 9300-9303 and 9400 - 9403**. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423. Clauses specified in Section E of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

Items **7000-7027 and 9000-9003, and Option Items 7100-7127, 7200-7227, 7300-7327, 7400 - 7427, 9100-9103, 9200-9203, 9300-9303 and 9400 - 9403** - Inspection and acceptance shall occur upon acceptance of all Exhibit A CDRLs. Additionally, the Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of terms and conditions, in accordance with Section J, Attachment J3 the QASP. The QASP defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at <http://www.cpars.csd.disa.mil>.

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

7000-7999 Destination Government Destination Government  
8000-8999 Destination Government Destination Government  
9000-9999 Destination Government Destination Government

### Clauses Incorporated by Full Text:

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

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

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/1/2015 - 7/31/2016
7001	8/1/2015 - 7/31/2016
7002	8/1/2015 - 7/31/2016
7003	8/1/2015 - 7/31/2016
7004	8/1/2015 - 7/31/2016
7007	8/1/2015 - 7/31/2016
7008	8/1/2015 - 7/31/2016
7009	8/1/2015 - 7/31/2016
7010	8/1/2015 - 7/31/2016
7012	8/1/2015 - 7/31/2016
7013	8/1/2015 - 7/31/2016
7014	8/1/2015 - 7/31/2016
7015	8/1/2015 - 7/31/2016
7017	8/1/2015 - 7/31/2016
7018	8/1/2015 - 7/31/2016
7020	8/1/2015 - 7/31/2016
7021	8/1/2015 - 7/31/2016
7022	8/1/2015 - 7/31/2016
7023	8/1/2015 - 7/31/2016
7024	8/1/2015 - 7/31/2016
7025	8/1/2015 - 7/31/2016
7026	8/1/2015 - 7/31/2016
7027	8/1/2015 - 7/31/2016
7100	8/1/2016 - 7/31/2017
7101	8/1/2016 - 7/31/2017
7102	8/1/2016 - 7/31/2017
7103	8/1/2016 - 7/31/2017
7104	8/1/2016 - 7/31/2017
7105	8/1/2016 - 7/31/2017
7106	8/1/2016 - 7/31/2017
7107	8/1/2016 - 7/31/2017
7108	8/1/2016 - 7/31/2017
7109	8/1/2016 - 7/31/2017
7110	8/1/2016 - 7/31/2017
7112	8/1/2016 - 7/31/2017
7113	8/1/2016 - 7/31/2017
7114	8/1/2016 - 7/31/2017
7115	8/1/2016 - 7/31/2017
7117	8/1/2016 - 7/31/2017
7118	8/1/2016 - 7/31/2017
7120	8/1/2016 - 7/31/2017

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7121	8/1/2016 - 7/31/2017
7122	8/1/2016 - 7/31/2017
7123	8/1/2016 - 7/31/2017
7124	8/1/2016 - 7/31/2017
7125	8/1/2016 - 7/31/2017
7126	8/1/2016 - 7/31/2017
7127	8/1/2016 - 7/31/2017
9000	8/1/2015 - 7/31/2016
9001	8/1/2015 - 7/31/2016
9002	8/1/2015 - 7/31/2016
9100	8/1/2016 - 7/31/2017
9101	8/1/2016 - 7/31/2017
9102	8/1/2016 - 7/31/2017

**CLIN - DELIVERIES OR PERFORMANCE**

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

OPTION YEAR 1 (8/1/2016 - 7/31/2017)

OPTION YEAR 2 (8/1/2017 - 7/31/2018)

OPTION YEAR 3 (8/1/2018 - 7/31/2019)

OPTION YEAR 4 (8/1/2019 - 7/31/2020)

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

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

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item.

(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 Contracting Officer Representative.

(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.

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

The services to be performed herein shall be performed at the following facilities:

Approximately 95 percent of work will be performed at Government sites:

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- Patuxent River, MD (80 percent)
- Huntsville, AL (10 percent). SOW task performance under paragraph 3.6.1
- Washington, DC (5 percent). SOW task performance under paragraph 3.7

Approximately 5 percent of work to be performed at the contractor site.



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## SECTION G CONTRACT ADMINISTRATION DATA

### Clauses incorporated by Full Text:

#### 252.232-7006 Wide Area WorkFlow Payment Instructions.

##### 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 home page at <https://wawf.eb.mil/>

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

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

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

#### **Cost Voucher**

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

#### **Destination**

(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*

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

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

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

a. Service Acceptor (COR): James McEwen: [james.mcewen@navy.mil](mailto:james.mcewen@navy.mil)

(g) *WAWF point of contact.*

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

Not Applicable

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

(End of clause)

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

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

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

(a) The Contracting Officer has designated personnel below as the authorized Contracting Officer’s Representative

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(COR) to perform the following functions, duties, and/or responsibilities as per Section J, **Attachment J2**.

James McEwen  
PMA-242, CSS COR  
Bldg. 2272, 47123 Buse Road  
Patuxent River, MD 20670-1627  
Work Phone: 301-757-7392  
Email: james.mcewen@navy.mil

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

**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, “fixed-fee” in cost-plus-fixed-fee type contracts for level of effort type contracts.

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

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

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

**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 **196,800**, *exclusive of increased capacity option* (refer to Section C, SOW paragraph 13.2 – Workforce Matrix for details) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **820** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective,

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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:

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

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 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 **ten 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)

#### **5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012)**

(a) The level of effort estimated to be ordered during the term of this contract/order is **196,800** man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in the contract/order. The estimated composition of the total man-hours of direct labor by classification is as follows:

**See Section C, SOW paragraph 13.2**

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(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the contract/order is actually expended by the end of the performance period, the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

(e) In performing the contract/order, the contractor may use any reasonable combination of hours for the labor categories in support of section C of this contract/order.

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

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

ESTIMATED ITEM(S)    ALLOTED TO COST    ALLOTED TO FEE    PERIOD OF PERFORMANCE  
See **Attachment J4** Task Order Ceiling Spreadsheet

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

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

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

**FUNDING PROFILE - See Attachment J4 Task Order Ceiling Spreadsheet**

(End of Clause)

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

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

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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.

(End of Clause)

**09RA HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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

(End of Clause)

**10RA HQ B-2-0020 TRAVEL COSTS –ALTERNATE I (NAVSEA) (DEC 2005)**

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

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

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

(d) The Contractor shall not be reimbursed for the following daily local travel costs: (i) travel at U.S. Military Installations where Government transportation is available, (ii) travel performed for personal convenience/errands, including commuting to and from work, and (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Clause)

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

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

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

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

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

(c) Travel Policy.

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

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

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

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

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

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

(End of Clause)

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

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

(End of clause)

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CIN: 130057703900016 \$19,301.09		
712401	1300504930-0003	29776.33
LLA :		
BX 1761804 4D4D 251 00019 0 050120 2D 000000 B50002917992		
CIN: 130050493000020 \$29,776.33		
712501	1300577039	7898.03
LLA :		
BV 1761319 J5BK 251 00019 0 050120 2D 000000 A10003483681		
CIN: 130057703900017 \$7,898.03		
712601	1300577435	35705.00
LLA :		
BY 97-11X8242 28S5 000 74S52 0 065916 2D PIQ344 522680070AAB		
CIN: 130057743500001 \$35,705.00		
712701	1300577436	35705.00
LLA :		

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BZ 97-11X8242 2884 000 74842 0 065916 2D PAT044 602980050AZN  
CIN: 130057743600001 \$35,705.00

910001 1300577039 25000.00  
LLA :  
BT 1751507 J2CG 251 00019 0 050120 2D 000000 A10003483681  
CIN: 130057703900002 \$25,000.00

910101 1300577039 10000.00  
LLA :  
BT 1751507 J2CG 251 00019 0 050120 2D 000000 A10003483681  
CIN: 130057703900003 \$10,000.00

MOD 06 Funding 784229.12  
Cumulative Funding 2754783.93

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

- (a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 5 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

### **H-7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL**

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the Seaport Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.
2. In addition, the Contractor agrees to assign to the Task Order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.
3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
  - an explanation of the circumstances necessitating the substitution;
  - a complete resume of the proposed substitute; and
  - any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

### **5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)**

- (a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Procuring Contracting Officer

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(PCO). Prior to accessing any Government IT System, contractor personnel shall submit completed Systems

Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re- investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [DD2875 12 June 2006.pdf](#)) and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website [IT Positions Process for Contractors.doc](#).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL A004 and CDRL A005. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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

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

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

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

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

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

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

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

(2) "Non-developmental 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).



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- (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 **five (5) years** after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period **five (5) years** after the terms of this contract. (FAR 9.505-2(a)(1))

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

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must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[ X ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense for a period on **one (1) year** after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDDL), DoD 5010.12-L, and DIDs listed therein. The AMSDDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <https://assist.dla.mil/online/start/>.

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To access these documents, select the Quick Search link on the site home page.

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

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

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government- sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

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

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

**5252.227-9507 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.

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

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

(b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place

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an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.

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

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with **Attachment J6** in Section J.

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

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

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

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

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

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

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

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

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

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
NMCI Services provided for off-site contractors - As noted in the Navy NET System. (The list specific to the order can be obtained by the COR from the	NONE					

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designated NMCI POC or AIR 7.2)						

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

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

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

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

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

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

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

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

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

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## SECTION I CONTRACT CLAUSES

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.203-16 Preventing Personal Conflicts of Interest DEC2011

THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT:

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days.

52.217-9 Option To Extend the Term of the Contract (MAR 2000)

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

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

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

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Administrative Assistant - 01020	\$31.41

(End of Clause)

52.222-2 Payment for Overtime Premiums (JUL 1990)

a) The use of overtime is authorized under this contract if the overtime premium does not exceed 160 or the overtime premium is paid for work --

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

(2) By indirect-labor employees such as those performing duties in connection with administration, protection,

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transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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

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

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

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

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

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

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

\*The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

#### 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.

(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

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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.

(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—



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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

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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

(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;

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(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

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

Technical Data to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

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

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

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

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

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

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Contractor Name  
Contractor Address

Expiration Date

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

(End of legend)

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

#### LIMITED RIGHTS

Contract No.  
Contractor Name  
Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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when authorized by the terms of this clause; and

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

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

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

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

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

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

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

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the

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

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

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

(End of clause)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software (FEB 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) “Developed” means that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
- (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
- (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—
  - (A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or
  - (B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

- (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.
- (ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.
- (iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

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

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

(3) *Restricted rights.*

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

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(iii) The Contractor acknowledges that—

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

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

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

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

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

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

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

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

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

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

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

Computer Software to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

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

(End of identification and assertion)

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

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

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.  
Contractor Name  
Contractor Address

Expiration Date

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.  
Contractor Name  
Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract

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number)\_\_\_\_, License No. \_\_\_\_ (Insert license identifier)\_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

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

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

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

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

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

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

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

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

(j) *Limitation on charges for rights in computer software or computer software documentation.*

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

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

(ii) The software or documentation are available to the public without restrictions.

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

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

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

*(k) Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

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

(End of clause)

5252.204-9502 Requirements for Local Security System (NAVAIR) (OCT 2005)

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

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## **SECTION J LIST OF ATTACHMENTS**

### Exhibits:

Exhibit A - Contract Data Requirements Lists (CDRL)

A001 - Monthly Progress and Financial Status Report (Updated Mod 01)

A002 - Funds and Man-Hour Expenditure Report (Updated Mod 02)

A003 - Operational Security (OPSEC) Plan (A003 Removed-Mod 05)

A004 - Information Technology (IT) Personnel Security Report

A005 - Incurred Cost and Progress Reporting (A005 Removed - Mod 01)

A006 - Technical Reports/Analyses/Study/Services

### Attachments:

Attachment J1 - Organizational Conflict of Interest IAW Clause 5252.209-9510

Attachment J2 - COR Appointment Letter (J2 COR letter included - Mod 01)

Attachment J3 – Quality Assurance Surveillance Plan (QASP)

Attachment J4 - Task Order Ceiling Spreadsheet as of Mod 6

Attachment J5 - DD Form 254 Contract Security Classification Specification included via MOD 3

Attachment J6 - NAVAIR Process and Procedures for Direct Funded Contractors (DFCs) Requiring NMCI Access

Attachment J7 - Incurred Cost and Progress Reporting for Services Instructions (J7 Removed - Mod 01)