

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
01

3. EFFECTIVE DATE
09-Feb-2017

4. REQUISITION/PURCHASE REQ. NO.
1300601520-0002

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

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
sheryl.pope@navy.mil 301-757-5915

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

SCD: C

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7603 / N00178-14-D-7603-M805

10B. DATED (SEE ITEM 13)

13-Oct-2016

CAGE CODE
1BMA2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

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

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

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

SEE PAGE 2

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

Renee D. Hoover, Contracts Director

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

Gregory T Blew, Contracting Officer

15B. CONTRACTOR/OFFEROR

/s/Renee D. Hoover

(Signature of person authorized to sign)

15C. DATE SIGNED

09-Feb-2017

16B. UNITED STATES OF AMERICA

BY /s/Gregory T Blew

(Signature of Contracting Officer)

16C. DATE SIGNED

17-Feb-2017

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this bilateral modification is to incrementally fund CLIN/SLIN 7000/700002 in the amount of \$453,797.00 and CLIN/SLIN 9000/900002 in the amount of \$19,990.00. Also changed the PCO name and address and added CDRLs, DD254, J4 and the following clauses in Section I due to GFE compliance: 52.245-1 GOVERNMENT PROPERTY(JAN 2017) Alternate I (2012). 52.245-2 Government Property Installation Operation Services (APR 2012). 52.245-9 Use and Charges (Apr 2012) 252.211-7007 Reporting of Government-Furnished Property (AUG 2012). 252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (APR 2012) 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011) 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011) 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR2012) 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012).

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$570,000.00 by \$473,787.00 to \$1,043,787.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700002	RDT&E	0.00	453,797.00	453,797.00
900002	RDT&E	0.00	19,990.00	19,990.00

The total value of the order is hereby increased from \$1,048,627.65 by \$0.00 to \$1,048,627.65.

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	Labor in accordance with SOW Base (RDT&E)	1.0	LO			\$1,023,787.04
700001	R408	Funding in support of CLIN 7000 (RDT&E)					
700002	R408	Funding in support of CLIN 7000 (RDT&E)					

For Cost Type / NSP Items

7020		Data in Support of CLIN 7000 in accordance with CDRL A001 - A003 NSP	1.0	LO			NSP
7030		OPSEC Plan in accordance with CDRL A004 NSP	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7050	R408	Labor Increase Capacity Base Year (RDT&E) Option	1.0	LO			\$102,378.70
7100	R408	Labor in accordance with SOW Option I (RDT&E) Option	1.0	LO			\$1,209,397.91

For Cost Type / NSP Items

7120		Data in Support of CLIN 7100 in accordance with CDRL A001 - A003 NSP	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7150	R408	Labor Increase Capacity Option I (RDT&E) Option	1.0	LO			\$120,939.79
7200	R408	Labor in accordance with SOW Option II (RDT&E) Option	1.0	LO			\$1,466,454.38

For Cost Type / NSP Items

7220		Data in Support of CLIN 7200 in accordance with CDRL A001 - A003 NSP	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7250	R408	Labor Increase Capacity Option II (RDT&E) Option	1.0	LO			\$146,645.44
7300	R408	Labor in accordance with SOW Option III (RDT&E) Option	1.0	LO			\$1,617,384.46

For Cost Type / NSP Items

7320		Data in Support of CLIN 7300 in accordance with CDRL A001 - A003	7320	NSP		1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7350	R408	Labor Increase Capacity Option III (RDT&E) Option	1.0	LO			\$161,738.45
7400	R408	Labor in accordance with SOW Option IV (RDT&E) Option	1.0	LO			\$1,993,093.03

For Cost Type / NSP Items

7420		Data in Support of CLIN 7400 in accordance with CDRL A001 - A003	NSP			1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7450	R408	Labor Increase Capacity Option IV (RDT&E) Option	1.0	LO			\$199,309.30

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	ODC/Travel and material in support of CLIN 7000 (RDT&E)	1.0	LO	
900001	R408	Funding in Support of CLIN 9000 (RDT&E)			
900002	R408	Funding in Support of CLIN 9000 (RDT&E)			
9050	R408	ODC increase capacity for base year (RDT&E) Option	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R408	ODC/Travel and material in support of CLIN 7100 (RDT&E) Option	1.0	LO	
9150	R408	ODC increase capacity for option I (RDT&E) Option	1.0	LO	
9200	R408	ODC/Travel and material in support of CLIN 7200 (RDT&E) Option	1.0	LO	
9250	R408	ODC increase capacity for option II (RDT&E) Option	1.0	LO	
9300	R408	ODC/Travel and material in support of CLIN 7300 (RDT&E) Option	1.0	LO	
9350	R408	ODC increase capacity for option III (RDT&E) Option	1.0	LO	
9400	R408	ODC/Travel and material in support of CLIN 7400 (RDT&E) Option	1.0	LO	
9450	R408	ODC increase capacity for option IV (RDT&E) Option	1.0	LO	

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

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

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

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

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

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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.

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Unmanned Carrier Aviation Program (PMA-268)

Contractor Support Services (CSS)

Statement of Work

1.0 INTRODUCTION

The Chief of Naval Operations (CNO) has directed the Navy to move boldly into unmanned and machine autonomous technologies accelerating long-range, persistent, sea-based unmanned ISR and strike capabilities into the Carrier Air Wing (CVW). The Unmanned Carrier Aviation Program has been established to implement the CNO's vision. The Unmanned Carrier Aviation Program is responsible to the Program Executive Officer (Unmanned Aviation and Strike Weapons) (PEO(U&W)) for managing all cost, schedule, performance, and risk mitigation activities associated with design, development, integration, test, and delivery of a unmanned carrier-based Unmanned Air System capability to the Fleet. The Unmanned Carrier Aviation Program consists of an executive leadership team (Program Manager and functional leads), Program Integration integrated product team (IPT), Air Segment IPT, Control System and Connectivity (CS&C) IPT, Carrier Integration IPT, and X-47B/UCAS-D IPT. This SOW supports all Unmanned Carrier Aviation program teams.

2.0 SCOPE OF WORK

This is a Non-Performance-Based task order. Support is provided to multiple Integrated Product Teams by this contract. The contractor shall provide project management support services to the IPTs through all phases of the Unmanned Carrier Aviation acquisitions. Specific task requirements are outlined in paragraph 3.0 below.

3.0 REQUIREMENTS

The SOW for this task order is laid out in paragraph format in order to facilitate tracking and task identification. General Support Requirements will be addressed initially, and then specific tasks will be stated.

3.1 General Support Requirements

3.1.1 Electronic Capabilities. The contractor shall prepare documents and software packages compatible with the Government IT environment through the security classification of Secret. Current environment is as follows:

Microsoft Windows 7

Microsoft Project 2003/2007/2010

Microsoft Excel 2003/2007/2010

Microsoft Word 2003/2007/2010

Microsoft PowerPoint 2003/2007/2010

Microsoft Outlook 2003/2007/2010

Microsoft Access 2007/2010

Microsoft SharePoint 2007/2010

Microsoft Visio

Adobe Acrobat

Adobe Publisher

Navy Enterprise Resource Planning

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3.1.2 Meetings. The contractor may attend meetings in an advisory capacity. The contractor shall develop detailed meeting minutes (CDRL A001), which shall include a summary of agenda items, discussions and action items. The contractor shall track action items to ensure actions are completed in a timely manner, (CDRL A001).

3.2 Research, Development, Test & Evaluation Support (RDT&E) CPFF Labor.

3.2.1 The contractor shall provide project management support to Integrated Product Teams (IPTs) and the functional leads. Support consists of, but is not limited to, coordinate, support and assist in project meetings, IPT meetings, special advisory boards, working groups, and other program-wide activities. Publish detailed minutes and action items recorded during team meetings. Ensure that action items are entered into an action tracking tool, and that the action items are answered in a timely manner. Identify, develop, and deliver to the IPT and functional leads metrics on all facets of project execution to include spend plan development, analysis of cost/burn rate data, staffing recommendations, responses to data calls, and documentation development. Enter staffing requirements into the Total Force Readiness tool. Assist in document and briefing material development for the IPT and functional leads. Assist the IPT and functional leads in developing roadmaps for upgrades to system capabilities, technology refreshment/product improvement, and science/technology insertion points.

3.2.2 The Contractor shall assist with acquisition documentation development support to the Unmanned Carrier Aviation team. Assist in developing, reviewing, analyzing, and revising Unmanned Carrier Aviation documentation as required. Documents include, but are not limited to: procurement initiation documents (PIDs), statements of work, delivery schedules, justifications/approvals, and Milestone A/B/C documents. Documents are developed in accordance with DoD 5000.2-series, DoD 5000.2R-series, SECNAVINST 5000.2-series, as well as applicable PEO(U&W) and NAVAIR instructions. Enter data into the Procurement Management Tool and other acquisition databases. Monitor status to ensure documents flow through the applicable processes without hindrance. Implement corrective actions when required to ensure documents are completed on schedule.

3.2.3 The Contractor shall provide support to the Unmanned Carrier Aviation Operations team. Manage the timely receipt and response of actions assigned to include: congressional inquiries, data calls, budget drills, action items, and status updates. Assist with the development of briefs, issue sheets, white papers, and other project documents.

3.2.4 The Contractor shall provide cybersecurity support to the Unmanned Carrier Aviation Cybersecurity team. The Contractor shall assist in developing cybersecurity inputs to UAS acquisition documentation, the Unmanned Carrier Aviation Program Protection Plan (PPP) and all associated attachments/annexes, the Cybersecurity Strategy, and the System Security Engineering Working Group charter. The Contractor shall assist the Government in preparing documentation supporting Unmanned Carrier Aviation Systems Authority To Operate (ATO) requirements for both operational and developmental hardware, software, and facilities. The contractor shall ensure that all documentation is prepared IAW requirements contained in DODI 8500.01, "Cybersecurity". The Contractor shall prepare artifacts supporting the cybersecurity Risk Management Framework (RMF) and CYBERSAFE requirements for Unmanned Carrier Aviation. The Contractor shall maintain a Level 1 or higher certification per Cyber Security Work Force (CSWF) standards.

3.2.5 The Contractor shall provide Public Affairs assistance for all media inquiries and public release of acquisition information and/or project status. Develop, prepare, and provide graphics support for executive level briefs and presentations and produce professional quality copies. Route both Government-generated and prime contractor-generated documents, presentations and other correspondence through the NAVAIR Public Affairs Office (PAO).

3.2.6 The Contractor shall provide support functions integral to the execution of the projects within Unmanned Carrier Aviation. Support functions include but are not limited to, processing classified and unclassified materials related to execution of Unmanned Carrier Aviation development projects in accordance with policy, managing and processing visit requests relating to Unmanned Carrier Aviation events, and providing general support for project related correspondence and travel. Provide support for the preparation, scheduling, coordination, and post evaluation of meetings, conferences and technical reviews. Coordinate and participate in working groups, meetings, and conferences to establish a continuity-of-operations plan. Evaluate and update the continuity-of-operations plan as required.

3.2.7 The Contractor shall provide project integration support to IPT and functional leads. Provide recommendations on various strategies which ensure successful project execution. Assist IPT and functional leads in developing work plans. Ensure work plans align across IPTs, external stakeholders, and that the work plans align with project schedule and goals. Identify internal & external work interfaces and provide recommendations to ensure

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activities are fully coordinated. Ensure that IPT activities are fully and correctly included in the integrated government schedule.

3.2.8 The Contractor shall provide support to the Security Manager and assist in establishing processes and procedures to ensure operations, personnel, industrial, physical and acquisition security support Unmanned Carrier Aviation activities. Establish and implement a classified inventory system to ensure classified documents are controlled. Establish and publish end-of-day security procedures in accordance with established NAVAIR Security procedures. Prepare classified material for dissemination to external organizations using established Department of Defense, Department of the Navy, and NAVAIR processes. The contractor shall develop and implement physical security policies, instructions, and guidance for Unmanned Carrier Aviation. Provide secondary support by entering visit request data into the Base Access Security Information Control System (BASICS II) and validating security clearances using the Joint Personnel Adjudication System (JPAS).

3.2.9 The Contractor shall provide acquisition support of project data and equipment, Government Furnished Equipment (GFE), Government Furnished Information (GFI), Government Furnished Property (GFP), and hardware/software configuration items. Services will be provided to ensure inclusion of issues relating to system supportability and availability. The contractor shall use established processes and tools to track, monitor, acquire, and coordinate shipment and/or disposition of GFE/GFI/GFP. Maintain liaison with vendor, other program offices and DoD activities to facilitate hardware, software, and data acquisition and disposition.

3.2.10 The Contractor shall provide Configuration Management/Data Management (CM/DM) for Unmanned Carrier Aviation. Establish, implement, and populate a configuration and data management control system in accordance with established processes. Establish and facilitate configuration control boards (CCBs). As required, the contractor shall provide recommendations on ECPs, assist the Government in identifying and reviewing contract deliverables, and develop documentation supporting configuration control boards. Ensure project documentation contains appropriate markings and distribution statements. Assist the Unmanned Carrier Aviation team by assisting the Government in preparing contract data requirements lists (CDRLs) for use in contract documentation. Download contract deliverables from prime vendors integrated data environment(s) and disseminate to the Unmanned Carrier Aviation team. Track vendor deliverable schedules to ensure that packages are reviewed by the Government in a timely manner. As necessary, develop acceptance/rejection documentation for vendor deliverables for approval by the Government. Ensure that all CDRL data are entered into the Unmanned Carrier Aviation CDRL Tracking tool.

3.2.11 The Contractor shall provide support to the Unmanned Carrier Aviation risk management process. Support shall be consistent with the NAVAIRINST 5000.21 series of instructions. Facilitate risk management boards. Maintain a comprehensive risk data base. Ensure all Unmanned Carrier Aviation personnel are trained in the risk management process. Ensure that risk data entered into the risk database is accurate and valid. Assist team personnel in identifying risks, establishing risk mitigation plans, and verifying timely closure of risks. Coordinate vendor risks, mitigation plans, and data exchanges with government activities. When required, provide risk assessments and mitigation status.

4.0 DELIVERABLES (NSP)

The contractor shall prepare detailed meeting minutes for various meetings in accordance with CDRL (A001). The contractor shall provide data deliverables for the Unmanned Carrier Aviation program as specified on the approved DD Form 1423 Contract Data Requirements Lists (CDRLs), Contractor's Progress, Status and Management Report (A002), and Funds and Man-Hour Expenditure Report (A003). The contractor shall prepare an Operations Security Plan in accordance with the CDRL (A004) Operations Security Plan.

5.0 SPECIAL CONSIDERATIONS:

5.1 Security

Security clearance eligibility and requirements for contractor personnel, up to and including Secret, are required. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M of February 28, 2006, with Change 1 of March 28, 2013, and DoDM 5200.01, Information Security Manual. The DoD Contract Security Classification Specification, DD Form 254, Attachment J5, defines program specific security requirements. All controlled unclassified information shall be appropriately identified and marked as

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For Official Use Only in accordance with DoDM 5200.01, Information Security Program: Controlled Unclassified Information (CUI) Volume 4 (enclosure 3). Contractor office spaces shall meet the safeguarding requirements for storage of controlled unclassified and classified documents, equipment, and materials (up to SECRET), in accordance with applicable instructions. All Contractor facilities shall provide the System Authorization Access Request Navy, (SAAR-N) form (OPNAV 5239/14) for each new employee. A security requirement per labor category follows in Table 1.

Table 1

Position/labor category	Security Clearance Level	Interim Clearance	Final Obtained Within
Facility Clearance	Secret		Upon Contract Award
Senior Cybersecurity and Information Assurance Specialist	Secret	At Contract Award	60 Days After Contract Award
Cybersecurity and Information Assurance Specialist	Secret	At Contract Award	60 Days After Contract Award
Personnel Security Specialist	Secret	At Contract Award	60 Days After Contract Award
Acquisition Specialist	Secret	At Contract Award	60 Days After Contract Award
Configuration Management Analyst	Secret	At Contract Award	60 Days After Contract Award
Program Analyst	Secret	At Contract Award	60 Days After Contract Award
Program Analyst, Senior	Secret	At Contract Award	60 Days After Contract Award
Administrative Assistant	Secret	At Contract Award	60 Days After Contract Award
Logistics Analyst	Secret	At Contract Award	60 Days After Contract Award

5.1.2 Operations Security:

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM) and DoDM 5200.01, Information Security Manual. All controlled unclassified information shall be appropriately identified and marked as For Official Use Only in accordance with DoDM 5200.01, Information Security Program: Controlled Unclassified Information (CUI) Volume 4 (enclosure 3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, equipment, and materials in accordance with Operations Security (OPSEC) requirements. All controlled unclassified technical information shall be appropriately identified and marked with the following distribution statement:

DISTRIBUTION STATEMENT F: Further dissemination is permitted only as directed by the Program Executive Officer (Unmanned Aviation and Strike Weapons), (Enter date document was created) or higher authority. 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

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

The contractor shall prepare an Operations Security Plan for government review in accordance with the CDRL A004.

5.1.3 For Official Use Only (FOUO) Information

For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-18) available at: http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf and DoD 5400.7-R, and Freedom of Information Program Chapter 3 (pages 31-42) available at: <http://www.dtic.mil/whs/directives/corres/pdf/54007r.pdf>.

5.1.4 Public Key Infrastructure (PKI)

The Contractor shall implement Department of Defense (DoD) PKI policy per DODI 8520.2. The Contractor shall obtain and utilize PKI certificates issued by approved External Certificate Authority (ECA), for the purposes of protecting all controlled unclassified information (CUI). The Contractor shall utilize encryption via DoD PKI digital certificates on all e-mail messages containing CUI, and sensitive information, including but not limited to:

For Official Use Only (FOUO) content, Privacy data, Contract Information, Unclassified Technical Data, Accountability information and e-mail that discusses any matter that may serve as an OPSEC indicator, per DoDI 8520.2. The Contractor shall utilize PKI when interacting with DoD PKI Enabled information systems and accessing DoD sensitive information.

5.1.5 ACCESSING GOVERNMENT INFORMATION TECHNOLOGY (IT) SYSTEMS

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

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

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor

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documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

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

5.2 Non-Disclosure Agreements:

In the performance of the task order, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the task order execute a non-disclosure agreement satisfactory to the Task Order Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor and employees' duties with respect to non-public information and promise to comply with those obligations. The contractor shall provide signed Non-Disclosure Agreements for each employee supporting PMA-268 upon contract award. Consistent with the terms and conditions of paragraph (e)(5) of NAVAIR clause 5252.209-9510 Organizational Conflicts of Interest (Services), with respect to proprietary data of third parties, and DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract for other than Government purposes, and shall not do so for any commercial or personal purpose. In the event that the Contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or on-going agreement with respect to which contracts services are to be performed; the Contractor shall consider such interest a potential conflict of interest under NAVAIR 5252.209-9510(g) and promptly disclose it to the Contracting Officer.

5.3 Identification Badges and Access to Government Facilities As work under this effort will include both on-Government site and off-Government site support, Contractor identification (ID) badges will be issued by the Government to on-site Contractor personnel. In accordance with NASPAXRIV Instruction 5510.15L, May 31, 2006, 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 Government will not check out Contractor personnel unless all media, including Common Access Cards (CAC) are returned in accordance with the instruction identified previously in this paragraph. 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 (A001, A002).

5.4 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.

5.5 Compressed Work Schedule (CWS)

The Contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday–Friday. Services and staffing shall be provided for each office at least 8 hours per day during the normal working hours.

DEFINITION: The Compressed Work Schedule (CWS) is an alternative work schedule to the traditional five 8.5-hour workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule, an employee completes the following schedule within a two-week period: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one Friday is alternately worked as 8.5 hours (which includes a 30-minute lunch), and one Friday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one

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week and 36 work hours the other. The Contractor awarded this contract, with agreement by the COR or Assistant COR (ACOR), 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. The contractor shall coordinate CWS attendance so that services and staffing for the Unmanned Carrier Aviation program is provided 5 days per week Monday through Friday.

5.6 Telework

Department of Defense Instruction 1035.01 of 4 April 2012 will be used as a guide for determining situations where teleworking is feasible. Approval or denial of teleworking agreements will be based upon, but not limited to, mission requirements, type of work being performed, and the needs of the Unmanned Carrier Aviation program.

(a) For telework to be authorized by the COR 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:

- i. Written agreement between company and employee;
- ii. Work Site of Telework;
- iii. Time and Attendance; Work Performance; Overtime;
- iv. Security and Equipment;
- v. Liability and Injury Compensation; Standards of Conduct; Mileage Savings; and
- vi. Length of Agreement
- vii. Specifics on the employees' telework and emergency planning policies.

(2) Proposed definitive amount of work or level of effort to be accomplished.

(3) Guaranteed savings to the Government if authorized to Telecommute.

(4) Measures in place to ensure project will be on schedule and auditable for reimbursement.

(5) Access to NMCI, if access is required for performance.

(b) If telecommuting is requested after a task order has been placed, concurrence from the Contracting Officer and the COR/ACOR is required. Furthermore paragraphs 6.6(a)(1)(i) through 6.6(a)(1)(v) must be addressed in the contractor's request for telecommuting.

(c) The Government reserves the right to revisit any telework agreements in place every three months.

(d) The Government reserves the right to prohibit telework on any task order where the Government determines it to not be in its best interest.

5.7 Operations During Government Furlough Period

This Statement of Work paragraph only applies to U.S. Navy appropriated funding.

Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order may be reduced at a commensurate amount for the tenure of the civilian furlough.

(b) The contractor is not required to remain on standby and should take every effort to minimize its overhead costs during the reduction. At the conclusion of the civilian furlough period, the level of effort will revert to the prior rate.

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The contractor will not be required to immediately revert to the prior level of effort, but rather will be allowed a reasonable amount of time to revert to the prior rate.

(c) During the civilian furlough period, unless otherwise authorized by the contracting officer, the Government Installation Work Schedule will be modified consistent with furlough direction provided by leadership. At the conclusion of the civilian furlough period, the Government Installation Work Schedule will revert to the prior established schedule, if any. This revision to the normal work week is not the result of an Executive Order or an administrative leave determination.

5.8 Proprietary Information Agreements

The contractor shall enter into a Proprietary Information Agreement with the Prime Air Segment Contractor.

5.9 Government Spaces

The Government will provide spaces for all personnel located at and performing on government site.

6.0 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, only.

Engineering or Engineering discipline - when used in relation to educational or work experience requirements, "engineering or engineering discipline" shall mean any of the following subjects, disciplines or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical, systems engineering, or nuclear engineering.

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.

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

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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 Mathematics or Sciences.

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

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.

6.1 Personnel

6.1.1 Labor Category Qualifications

Allowable Substitutions: Specified at the labor category level.

If Experience is authorized as an 'alternative' to a degree requirement; 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 Degree PLUS 2 years experience;*
- 2. An AA degree AND total of 6 years (4 years to meet education requirement PLUS 2 additional years to meet experience);*
- 3. No Degree: Total Experience would be 10 years (8 years to meet Education and 2 years to meet experience).*

6.1.2 Labor Categories

Program Analyst

Education: BS or BA degree in a Business, Management or "Relevant Technical Discipline". ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience; OR a high school diploma and 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; 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). Must have experience processing program acquisition, funding and contract documentation for military programs.

Acquisition Specialist

Education: BS or BA degree in a Business, Management or "Relevant Technical Discipline". ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience; OR a high school diploma and an additional eight (8) years of experience may be substituted for a BS or BA degree.

Experience: At least six (6) years of experience related to weapon systems acquisition, including logistics, research and development, configuration management or systems analysis/design. Demonstrated knowledge in one or more of the following areas: program management, systems engineering, system acquisition, financial management, test and

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evaluation or integrated logistics support. Demonstrated knowledge, and/or familiarity with the DoD and SECNAV 5000 acquisition series, Federal and DoD acquisition regulations and PPBE process. Has demonstrated knowledge in one or more of the following areas: system acquisition, acquisition documentation, configuration management, risk analysis and Government furnished equipment (GFE) or Government furnished information (GFI.)

Senior Cybersecurity and Information Assurance Specialist

Education: BS or BA degree in Computer Science, Information Systems or a "Relevant Technical Discipline".
ALLOWABLE SUBSTITUTION: A High School diploma and an additional ten (10) years of experience can be substituted for a BS or BS degree.

Experience: At least ten (10) years of practical experience and either a broad background in numerous cybersecurity technologies/policy organizations or have deep background in a specific cyber technology such as Cross Domain Solutions, Multi-Level Security (MLS), Host Based Security Systems, Identity Management Solutions, Intrusion Detection/Prevention Systems, Public Key Infrastructure, Mobile Device Management, Wireless Security Solutions, Communications Security (COMSEC), Cryptography, or other emerging cyber technology solution; AND must meet current DoD 8570.01M training requirements.

Cybersecurity and Information Assurance Specialist:

Education: BS or BA degree in Computer Science, Information Systems or a "Relevant Technical Discipline".
ALLOWABLE SUBSTITUTION: A High School diploma and an additional five (5) years of experience can be substituted for a BS or BS degree.

Experience: At least five (5) years of practical experience and either a broad background in numerous cybersecurity technologies/policy organizations or have deep background in a specific cyber technology such as Cross Domain Solutions, Multi-Level Security (MLS), Host Based Security Systems, Identity Management Solutions, Intrusion Detection/Prevention Systems, Public Key Infrastructure, Mobile Device Management, Wireless Security Solutions, Communications Security (COMSEC), Cryptography, or other emerging cyber technology solution; AND must meet current DoD 8570.01M training requirements.

Administrative Assistant

Education: High School diploma or GED.

Experience: At least one (1) year of experience in a customer and business oriented position.

Program Analyst, Senior (KEY)

Education: MS or MA degree in a Business, Management, or "Relevant Technical Discipline"; **ALLOWABLE SUBSTITUTION:** A BS or BA degree or PMI certification and an additional three (3) years of experience can be substituted for an MS or MA degree. An AS or AA degree and an additional five (5) years' experience may be substituted for the degree requirement.

Experience: At least ten (10) years' 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 10 years of recent work experience related to analysis and planning. Familiarity with SECNAV, OPNAV, and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work Requests, Requisitions, Contract Data Requirements List, and DD254 is required. Demonstrated experience in the program/project status, earned value management and schedules.

Personnel Security Specialist

Education: AS or AA degree.

Experience: At least two (2) years of experience. Secret clearance required.

Logistics Analyst

Education: BS or BA degree. **ALLOWABLE SUBSTITUTION:** An additional five (5) years of acquisition or operational logistics management experience may be substituted for a BS or BA degree.

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Experience: At least six (6) years of experience in operational logistics support/maintenance engineering, or Demonstrated Master Logistician (DML) plus three (3) years of recent experience in acquisition logistics/maintenance engineering. Three (3) years of experience in technical analysis of operational ILS requirements. Three (3) years of specific experience in operational logistics planning. Experience or education demonstrating ability to perform ILS studies, analysis, and evaluations in support of DoD weapons systems/equipment. ALLOWABLE SUBSTITUTION: An MS or MA degree may be substituted for two (2) years of operations logistics experience.

Configuration Management Analyst

Education: BS or BA degree.

Experience: At least six (6) years program experience; a minimum of three (3) years out of the prior six (6) years of program experience must include aircraft systems configuration management. Demonstrated program experience in the configuration management process must include: configuration identification, control, audit, and status; DOD configuration management policies, procedures, review cycles, instructions and standards; engineering change proposal evaluations; and Operational and Safety Improvement Program (OSIP) procedures. Demonstrated experience with aircraft and system avionics, subsystems, ancillary equipment, and ground support equipment development, testing, production, and operational use.

6.2 Personnel Functional Requirements/Duties

Program Analyst

Functional Requirements: Analyzes program requirements, status, budget and schedules. Performs program management, technical, or business case analyses. Participates as a member of and/or supports the specified Program Integrated Product Teams (IPTs); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Program Analyst, Senior (KEY)

Functional Requirements: Performs critical program management, technical, or business analysis of major DoD acquisition systems and provides recommendations to ensure program success. Provides program analysis support for all aspects of the program. Participates as a member of and/or supports the overall Program and Integrated Product Teams (IPTs). Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Acquisition Specialist

Functional Requirements: Supports and drafts program milestone related documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Supports the development of program acquisition documentation such as Acquisition Plans (AP), Acquisition Strategy Reports (ASR), Procurement Initiation Document (PID), Statement of Work (SOW), funding documents, contract awards, agreements, and Acquisition Program Baseline Agreements (APBA). Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission requirements. Attends, participates, supports, analyzes, provides input, develops, prepares and reports on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Utilizes business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management. Participates in meetings and supports specified Program Integrated Product Teams (IPTs).

Personnel Security Specialist

Functional Requirements: Assist AIR 7.4, Program Offices and field activities in the determination of position sensitivity and clearance level. Support management of personnel clearance tracking systems and verification of security clearances. Provide data management and support for Personnel Security investigations. Develop, participate in, and/or provide Personnel Security training and awareness.

Senior Cybersecurity and Information Assurance Specialist

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Functional Requirements: Serves as a functional expert in support of tasking that involves advanced knowledge of Information Assurance policy or technical cybersecurity solutions necessary to ensure the safe operation and/or accreditation of complex CEAT systems. This support would include evaluating the integration of emerging cybersecurity technologies into multiple enterprise CEAT systems, performing penetration testing, performing cyber forensics, system security engineering, integrating identify management solutions, developing mitigation strategies to reduce risk for CEAT systems with a high cyber-attack risk, interfacing with senior policy and accrediting authorities across various DoD services and Combatant Commands, and defining program plans for obtaining all necessary authorization and connection approvals.

Cybersecurity and Information Assurance Specialist

Functional Requirements: Serves as a functional expert in support of tasking that involves advanced knowledge of Information Assurance policy or technical cybersecurity solutions necessary to ensure the safe operation and/or accreditation of complex CEAT systems. This support would include evaluating the integration of emerging cybersecurity technologies into multiple enterprise CEAT systems, performing penetration testing, performing cyber forensics, system security engineering, integrating identify management solutions, developing mitigation strategies to reduce risk for CEAT systems with a high cyber-attack risk, interfacing with senior policy and accrediting authorities across various DoD services and Combatant Commands, and defining program plans for obtaining all necessary authorization and connection approvals.

Logistics Analyst

Functional Requirements: Provides support to Senior Logistics Manager and correspondingly to the Program Office APML/Deputies and LEMs across the full spectrum of ILS elements. Support SMEs for respective organizations, including IMRL, SE, P&P, Tech Data, etc. Performs various tasks related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

Configuration Management Analyst

Functional Requirements: Performs the necessary functions of configuration management for control of technical (hardware and software) configurations of laboratory or project assets. Apply government-instituted processes for documentation, change control management, data management, reconfiguration, base lining, data management, and other relevant processes. Ensure adherence to institutionalized processes and procedures.

Administrative Assistant

Functional Requirements: In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.

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

8.0 Government Furnished Property: For personnel working on-site at the Government's facility (Patuxent River, MD), the government will provide desk space, office furnishings, telephone support, photocopy, and facsimile equipment. The Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this contract/order. Software necessary to perform tasks, beyond the NMCI core

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applications, will be provided by the government, unless otherwise indicated.

For personnel that do not work at NAVAIR, Patuxent River, MD (off-site) the contractor shall provide all necessary office equipment. The Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this contract/order. The government will make available, to the contractor, any existing documents, drawings or databases required to perform tasks under this order/contract.

9.0 Enterprise-Wide Contractor Manpower Application (ECMRA):

9.1 The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for PMA-268 via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

1. W, Lease/Rental of Equipment;
2. X, Lease/Rental of Facilities;
3. Y, Construction of Structures and Facilities;
4. S, Utilities ONLY;
5. V, Freight and Shipping ONLY

The Contractor is required to completely fill in all required data fields using the following web address

<http://doncmra.nmci.navy.mil>

9.2 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 direct questions to the help desk at: <http://doncmra.nmci.navy.mil>

10.0 Performance Metrics: The work herein shall be Level of Effort (LOE). The evaluation and rating process will be in accordance with the Surveillance Activity Checklist, Attachment J3.

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SECTION D PACKAGING AND MARKING

13RA HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

13RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____
 (Name of Individual Sponsor)

 (Name of Requiring Activity)

 (City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

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

Contractor performance will be inspected in accordance with the metrics provided in the Surveillance Activity Checklist, Attachment J3 to the contract.

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

Items 7000, 7050 and Option Items 7100, 7150, 7200, 7250, 7300, 7350, 7400, 7450 - 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 - Surveillance Activity Checklist. The Checklist 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>.

Items 7020, 7030 and Option Items 7120, 7220, 7320 and 7420 - Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A (A001 - A003 and B001). Contract Data Requirements List, DD Form 1423.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
7000 - 7450	Destination	Government	Destination	Government
9000 - 9450	Destination	Government	Destination	Government

Clauses incorporated by reference:

52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

Clauses incorporated by full text:

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by COR/ACOR.

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

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

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

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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".

252.246-7000 Material Inspection and Receiving Report.

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

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at DFARS 252.232-7003 fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/6/2016 - 11/5/2017
9000	11/6/2016 - 11/5/2017

SECTION F DELIVERABLES OR PERFORMANCE

The periods of full performance for the base period is as follows:

7000, 7020, and 7030	11/06/2016 - 11/05/2017
9000 and 9010	11/06/2016 - 11/05/2017

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

7100 through 7120	11/06/2017 - 11/05/2018
9100 through 9110	11/06/2017 - 11/05/2018
7200 through 7220	11/06/2018 - 11/05/2019
9200 through 9210	11/06/2018 - 11/05/2019
7300 through 7320	11/06/2019 - 11/05/2020
9300 through 9310	11/06/2019 - 11/05/2020
7400 through 7420	11/06/2020 - 11/05/2021
9400 through 9410	11/06/2020 - 11/05/2021

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

Clauses incorporated in full text:

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

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

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

- (1) PCO, Code 2.5.1.10.
- (2) ACO, Code TBD.

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: Janice Sebring(COR), 47123 Buse RD, Unit IPT, BLDG. 2272, Suite 254, Patuxent River, MD 20670

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

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The services to be performed herein shall be performed on-site at NAVAIR, Patuxent River, MD, and off-site at the contractor's facilities, located within 30 miles of NAS Patuxent River, MD.

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SECTION G CONTRACT ADMINISTRATION DATA

Section G information is applicable to CLINs 7000, 7100, 7200, 7300, 7400, 9000, 9100, 9200, 9300 and 9400.

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(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).

Combo

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

Government

(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.

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Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00421
Admin DoDAAC	S2101A
Inspect By DoDAAC	N00019
Ship To Code	N00019
Ship From Code	TBD
Mark For Code	N00019
Service Approver (DoDAAC)	N00019
Service Acceptor (DoDAAC)	S2101A
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	HAA819
Other DoDAAC(s)	TBD

(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): Janice Sebring: Janice.sebring@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.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (JAN 2012)

(a) The Contracting Officer has designated/appointed Janice Sebring as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

COR Functions/Duties

(1) Perform production support, surveillance, and status reporting, including timely reporting of potential and

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actual slippages in contract delivery schedules; which includes the following:

- a. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements.
- b. Keep track of funds expended and remaining funds available so as not to overspend on the contract or order;
- c. Pay particular attention to the timely review of invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and that charges are reasonable for the work performed;

(2) Ensure contractor compliance with contractual quality assurance requirements

(3) Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government;

In addition to FAR 42.302(a) Contract Administration functions the following list of duties is applicable to this requirement as well:

(4) Review and evaluate contractors' proposals under [Subpart 15.4](#) and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations to that officer.

(16) Ensure timely notification by the contractor of any anticipated overrun or under run of the estimated cost under cost-reimbursement contracts.

(38) Ensure contractor compliance with contractual quality assurance requirements (see [Part 46](#)).

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations

(58) Ensure timely submission of required reports.

(67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.

(71)(11) Prepare evaluations of contractor performance in accordance with [Subpart 42.15](#).

(b) Any additional contract administration functions not listed in [42.302](#)(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

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

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 142,080 (excluding increased capacity) 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 (to be identified at time of award) 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.

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(d) The level of effort for this contract shall be expended at an average rate of approximately 546 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
(31) Perform production support, surveillance, and status reporting; including timely reporting of potential and actual slippages in contract delivery schedules	COR
(38) Ensure contractor compliance with contractual quality assurance requirements	COR
(51) Consent to placement of subcontracts	PCO
(30) Manage Contractor use of government property	COR

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

Additional Functions	Retained for Performance By:
All functions identified under FAR 42.302 (b)	Retained by PCO

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

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) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

Note: See Attachment J4 Task Order Ceiling Spreadsheet (completed at time of award)

(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

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costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE - See Attachment J4 Task Order Ceiling Spreadsheet (To be completed at time of award).

(End of clause)

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATION (ALTERNATE 1)
(NAVSEA)(JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract lien items, subline items identified. (b) The following payment instructions apply to this contract:

(1) Line item specific: single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) Line item specific: sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) Line item specific: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, the payment office shall make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) Line item specific: by fiscal year. 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.

(5) Line item specific: by cancellation date. If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) Line item specific: proration. If there is more than one ACRN within a contract line item, the payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) Contract-wide: sequential ACRN order. The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) Contract-wide: contracting officer specified ACRN order. The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) Contract-wide: by fiscal year. 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.

(10) Contract-wide: by cancellation date. The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) Contract-wide: proration. The payment office shall make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

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[] (12) Other. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions—

- (i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and
- (ii) Are agreed to by the payment office and the contract administration office.

Accounting Data

SLINID	PR Number	Amount
700001	1300601520	569990.00

LLA :
AA 1761319 J5XQ 251 00019 0 050120 2D 000000 A00003647685
CIN 130060152000001: \$570,000.00

900001	1300601520-0001	10.00
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LLA :
AA 1761319 J5XQ 251 00019 0 050120 2D 000000 A00003647685
CIN 130060152000002: \$10.00

BASE Funding 570000.00
Cumulative Funding 570000.00

MOD 01

700002	1300601520-0002	453797.00
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LLA :
AB 1771319 J5CB 251 00019 0 050120 2D 000000 A10003647685
CIN 130060152000003: \$453,797.00

900002	1300601520-0002	19990.00
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LLA :
AB 1771319 J5CB 251 00019 0 050120 2D 000000 A10003647685
CIN 130060152000004: \$19,990.00

MOD 01 Funding 473787.00
Cumulative Funding 1043787.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

H-1 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%) or 14,208 hours 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.

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

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

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

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

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

5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION (NAVAIR)(OCT 2005)

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

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.

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(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.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAY 2012)

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

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

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

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

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

Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

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

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting

Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

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supplies.

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

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

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

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

Mr. Gregory T. Blew
PCO 2.4.2.2A
Email: Gregory.blew@navy.mil

Naval Air Systems Command
47123 Buse Road, Building 2272
Patuxent River, MD 20670

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 J-1. Task orders issued under the will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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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.

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

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

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

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

[x] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by

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

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

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the 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.

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SECTION I CONTRACT CLAUSES

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with --
- (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and
 - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
- (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.216-8 FIXED FEE (Jun 2011)

- (a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the

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submission and settlement of fina indirect cost rate proposals.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

(a) Definitions. As used in this clause—

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

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

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

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures. “Non-public information” means any Government or third-party information that—
 - (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
 - (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public. “Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

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

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

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

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall—

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

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

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

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

(C) Gifts, including travel; and

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

(2) For each covered employee—

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

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

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

(3) Inform covered employees of their obligation—

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

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

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

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

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

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

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

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

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

(c) Mitigation or waiver.

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

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

(ii) A waiver of the requirement.

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

(3) The Contractor shall—

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

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

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

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

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual). 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)

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(a) Definitions. As used in this clause:

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

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

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

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

(1) Salary and bonus.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

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

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

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

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

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

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

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

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

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

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

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

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

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph

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

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

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

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

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA —Modifications (OCT 2010)

(a) Exceptions from certified cost or pricing data.

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

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

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

(A) If—

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

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

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

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or

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regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

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

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

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Level of Effort (LOE), which includes cost reimbursement (non-fee bearing) items, under the Seaport multiple award contract resulting from this solicitation.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

a) The use of overtime is authorized under this contract if the overtime premium does not exceed *\$0.00 or the overtime premium is paid for work –

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

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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

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

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together 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

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(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.

52.245-1 GOVERNMENT PROPERTY (JAN 2017)

Alternate I (Apr 2012). As prescribed in [45.107](#) (a)(2), substitute the following for paragraph (h)(1) of the basic clause:

(h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

52.245-2 Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

52.245-9 USE AND CHARGES (APR 2012)

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

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

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

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

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

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

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

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37, United States Code; or

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information

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technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

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

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

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

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

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph

(b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

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

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

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

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CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

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

(d) Cyber incident and compromise reporting.

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

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

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

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

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

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

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

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

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

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technology; and

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

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

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

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

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph

(g), in all subcontracts, including subcontracts for commercial items.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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

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Government if—

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

(2) Government purpose rights.

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

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

(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

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limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

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

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be

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furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

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

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

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

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

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

Date

Printed Name and Title

Signature

(End of identification and assertion)

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

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

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containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address
Expiration Date

(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).

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

(i) 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

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U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

(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

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software or provide instructions for using the software.

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

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that—

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

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

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

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

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

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

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

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

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

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

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause; (vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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(3) Restricted rights.

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

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights.

All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

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

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

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

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

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

(4) Specifically negotiated license rights.

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

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

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously 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

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disclosure of computer software made in accordance with paragraph (a)(15) or

(b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

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

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

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

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

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

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

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

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

Computer Software			Name of Person
To be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions***
(LIST)	(LIST)	(LIST)	(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

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

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

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

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address
Expiration Date

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)

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

RESTRICTED RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive

Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in

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computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

252.211-7007 REPORTING OF GFP (AUG 2012)

252.245-7000 Government-Furnished Mapping, Charting, and Geodesy Property (APR 2012)

(a) *Definition.* “Mapping, charting, and geodesy (MC&G) property” means geodetic, geomagnetic, gravimetric, aeronautical, topographic, hydrographic, cultural, and toponymic data presented in the form of topographic, planimetric, relief, or thematic maps and graphics; nautical and aeronautical charts and publications; and in simulated, photographic, digital, or computerized formats.

(b) The Contractor shall not duplicate, copy, or otherwise reproduce MC&G property for purposes other than those necessary for performance of the contract.

(c) At the completion of performance of the contract, the Contractor, as directed by the Contracting Officer, shall either destroy or return to the Government all Government-furnished MC&G property not consumed in the performance of this contract.

(End of clause)

252.245-7001 TAGGING, LABELING AND MARKING GFP (MAY 1994)

(a) The Contractor shall provide an annual report—

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

252.245-7002 Reporting Loss of Government Property (FEB 2011)

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

“Government property” is defined in the clause at FAR 52.245-1, Government Property.

“Loss of Government property” means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Unit acquisition cost” means—

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

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(2) For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Defense Contract Management Agency (DCMA) eTools software application for reporting loss of Government property. Reporting value shall be at unit acquisition cost. The eTools "LTDD of Government Property" toolset can be accessed from the DCMA home page External Web Access Management application at <http://www.dcmsa.com/aboutetools.cfm>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to—

(i) Theft;

(ii) Inadequate storage;

(iii) Lack of physical security; or

(iv) "Acts of God."

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

(End of clause)

252.245-7003 Contractor Property Management System Administration (APR 2012)

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

"Acceptable property management system" means a property system that complies with the system criteria in paragraph (c) of this clause.

"Property management system" means the Contractor's system or systems for managing and controlling Government property.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable property management system. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) *System criteria.* The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at Federal Acquisition Regulation 52.245-1.

(d) *Significant deficiencies.* (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the

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Contracting Officer's final determination concerning—

- (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the clause at [252.242-7005](#), Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016)

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

- (1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.
- (2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes—
 - (i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and
 - (ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (3) "Ineligible transferees" means individuals, entities, or countries—
 - (i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;
 - (ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;
 - (iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or
 - (iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.
- (4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."
- (5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) *Inventory disposal schedules.* Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcmamail.com/PCARSS/index.cfm>.

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(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) *Appropriate Federal Condition Codes.* See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at

http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm_pubs.asp#.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) *Demilitarization, mutilation, and destruction.* If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) *Classified Contractor inventory.* The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) *Inherently dangerous Contractor inventory.* Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) *Contractor inventory located in foreign countries.* Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) *Disposal of scrap.*

(1) *Contractor with scrap procedures.*

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

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(2) *Scrap warranty.* The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) *Sale of surplus Contractor inventory.*

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

``The Purchaser certifies that the property covered by this

contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) *Restrictions on purchase or retention of Contractor inventory.*

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) *Demilitarization, mutilation, or destruction on Contractor or subcontractor premises.* Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) *Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.*

(A) Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and

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specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) *Failure to demilitarize.* If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser—

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

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

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Exhibit_A_Contract Data Requirement List (CDRL)

Attachment_J1_OCI_List

Attachment_J3_Surveillance_Activity_Checklist

Attachment_J5_DDForm254_Contract Security_Classification_Specification (For Bidding Purposes Only)

Attachment_P4_Past_Performance_Matrix

Attachment_P5_Past_Performance_Questionnaire_Package_for_Services

Attachment_P6_CLIN_Breakout_spreadsheet

Attachment_P7_CLIN_Breakout_SUBCONTRACTOR

Attachment_P-8_Fully_Burdened_Labor_Rates

ATTACHMENT_C_Statement_of_Work

As of MOD 01

J4MOD01

A001_Report_Record_of_Meetings

A002_Ctr_Prog_Status_Mgmt

A003_Funds_Man-Hour_Expend

A004_OPSEC_Plan

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