

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 39		3. EFFECTIVE DATE 22-Feb-2018		4. REQUISITION/PURCHASE REQ. NO. 1300694812-0002		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE		N00421		7. ADMINISTERED BY (If other than Item 6) CODE		S0107A	
NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 [REDACTED]@navy.mil 301-757-[REDACTED]				DCMA HUNTSVILLE 1040 Research Blvd Ste 100 Madison AL 35758-2040		SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Wyle Laboratories, Inc. 7800 Highway 20 West Huntsville AL 35806-2049		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4663-M809	
[X]		10B. DATED (SEE ITEM 13) 15-Apr-2014	
CAGE CODE 2B360	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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 43.103(a) and FAR 52.232-22 Limitation of Funds

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) Francis H. Smith, Senior Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sotanya Rushing, Contracting Officer	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 22-Feb-2018	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 22-Feb-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding [REDACTED] and to realign Material Ceiling [REDACTED] to OY3 Labor CLIN 7301 (COST ONLY) as follows: from OY2 Material CLIN 9203 [REDACTED] and from OY3 Material CLIN 9303 [REDACTED]. 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 [REDACTED] to \$23,614,844.57.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
730113	RDT&E	[REDACTED]	[REDACTED]	[REDACTED]
730114	RDT&E			
730115	RDT&E			
730116	RDT&E			
930104	RDT&E			

The total value of the order is hereby increased [REDACTED] to \$32,196,851.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7301	[REDACTED]	[REDACTED]	[REDACTED]
9203			
9303			

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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
4001	AC66	Base Period: Surface Aviation Interoperability Laboratory (SAIL) Services, in accordance with the Performance Based Statement of Work (PBSOW). (Fund Type - TBD)	1.0	LO			
400101	AC66	Funding (WCF)					
400102	AC66	Funding (WCF)					
400103	AC66	Funding (WCF)					
400104	AC66	Funding (WCF)					
400105	AC66	Funding (WCF)					
400106	AC66	Funding (WCF)					
400107	AC66	Funding (WCF)					
400108	AC66	Funding (WCF)					
400109	AC66	Funding (WCF)					
400110	AC66	Funding (WCF)					
400111	AC66	Funding (WCF)					
400112	AC66	Funding (WCF)					
400113	AC66	Funding (WCF)					
400114	AC66	Funding (WCF)					
400115	AC66	Funding (WCF)					
400116	AC66	Funding (WCF)					
400117	AC66	Funding (WCF)					
400118	AC66	Funding (WCF)					
400119	AC66	Funding (WCF)					
400120	AC66	Funding (WCF)					
400121	AC66	Funding (WCF)					
400122	AC66	Funding (WCF)					
400123	AC66	Funding (WCF)					
400124	AC66	Funding (WCF)					
4002	AC66	Technical Data in support of the Performance Based Statement of Work. NSP (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4003	AC66	Increased Capacity (10%) in support of CLIN 4001. (Fund Type - TBD)	1.0	LO			
400301	AC66	Incremental Funding (WCF)					
400302	AC66	Incremental Funding (WCF)					
400303	AC66	Incremental Funding (WCF)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	AC66	Base - Travel in support of CLIN 4001. (WCF)	1.0	LO	
600101	AC66	(WCF)			
600102	AC66	Funding in support of Travel (WCF)			
600103	AC66	Funding in support of Travel (WCF)			
600104	AC66	Funding in support of Travel (WCF)			
6002	AC66	Base - NMCI in support of CLIN 4001. (Fund Type - TBD)	1.0	LO	
6003	AC66	Base - Material in support of CLIN 4001. (Fund Type - TBD)	1.0	LO	
600301	AC66	Funding (WCF)			
600302	AC66	Funding (WCF)			
600303	AC66	Funding (WCF)			
600304	AC66	Funding (WCF)			
600305	AC66	Funding (WCF)			
600306	AC66	Funding (WCF)			
600307	AC66	Funding (WCF)			
600308	AC66	Funding (WCF)			
600309	AC66	Funding (WCF)			
600310	AC66	Plus-up CLIN 6003 to restore previously obligated funding erroneously de-obligated on Mod 12 under PR 1300487498-0001 (WCF)			
6004	AC66	Increased Capacity in support of CLIN 6001. (Fund Type - TBD)	1.0	LO	
		Option			
6005	AC66	Increased Capacity in support of CLIN 6002. (Fund Type - TBD)	1.0	LO	
		Option			
6006	AC66	Increased Capacity in support of CLIN 6003. (Fund Type - TBD)	1.0	LO	
		Option			

For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	AC66	Option I (CPFF): Surface Aviation Interoperability Laboratory (SAIL) Services, in accordance with the Performance Based Statement of Work (PBSOW). (Fund Type - TBD)	1.0	LO			
710101	AC66	Exercise and Fund Option Year one. (WCF)					
710102	AC66	Exercise and Fund Option Year one. (WCF)					
710103	AC66	Incremental Funding (WCF)					
710104	AC66	Incremental Funding (WCF)					
710105	AC66	Incremental Funding (WCF)					
710106	AC66	Incremental Funding (WCF)					
710107	AC66	Incremental Funding (WCF)					
710108	AC66	Incremental Funding (WCF)					
710109	AC66	Funding in support of CLIN 7101 (WCF)					
710110	AC66	Funding in support of CLIN 7101 (WCF)					
710111	AC66	Funding in support of CLIN 7101 (WCF)					
710112	AC66	Funding in support of CLIN 7101 (WCF)					
710113	AC66	Funding in support of CLIN 7101 (WCF)					
7102	AC66	Option I: Technical Data in support of the Performance Based Statement of Work. NSP (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
7103	AC66	Increased Capacity in support of CLIN 7101. (Fund Type - TBD)	1.0	LO			
710301	AC66	Funding in support of CLIN 7103 (WCF)					
710302	AC66	Funding in support of CLIN 7103 (WCF)					
710303	AC66	Plus up Funding OYI Inc. Cap. - RH Labor NWCF DPA (WCF)					
710304	AC66	Plus up Funding OYI Inc. Cap. - CIP CADI SAIL SUPPORT Labor - CIP Project 5400 (Source NGC2P) (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710305	AC66	Plus up Funding OYI Inc. Cap. - CIP ASW/SUW SAIL SUPPORT Labor - CIP Project 5400 (Source NGC2P) (RDT&E)					
7201	AC66	Option II: Surface Aviation Interoperability Laboratory (SAIL) Services, in accordance with Performance Based Statement of Work (PBSOW). (Fund Type - TBD)	1.0	LO			
720101	AC66	SAIL LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720102	AC66	RH LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720103	AC66	RH LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720104	AC66	SAIL LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720105	AC66	SAIL LABOR - NAWCWD Incremental Funding in support of Labor CLIN 7201 (Charge Object 80W54SDB04) (RDT&E)					
720106	AC66	SAIL LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720107	AC66	SAIL LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720108	AC66	SAIL LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720109	AC66	SAIL LABOR - Incremental Funding (N0001916WX00779) in support of Labor CLIN 7201 (O&MN,N)					
720110	AC66	5.4 Labor - Incremental Funding (MRTFB) in support of Labor CLIN 7201 (RDT&E)					
720111	AC66	5448 SAIL LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720112	AC66	5448 RH LABOR - Incremental Funding (NWCF DPA) in support of Labor CLIN 7201 (RDT&E)					
720113	AC66	CIP LABOR - Incremental Funding (Source: NGC2P; Project:54MM) in support of Labor CLIN 7201					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(Fund Type - OTHER)					
720114	AC66	CIP LABOR - Incremental Funding (Source: NGC2P; Project:54MM) in support of Labor CLIN 7201 (Fund Type - OTHER)					
720115	AC66	SAIL LABOR - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7201 (RDT&E)					
720116	AC66	SAIL LABOR - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7201 (RDT&E)					
720117	AC66	RH LABOR - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7201 (RDT&E)					
720118	AC66	RH LABOR - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7201 (RDT&E)					
7202	AC66	Option II: Technical Data in support of the Performance Based Statement of Work. NSP. (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
7203	AC66	Option II: Increased Capacity [REDACTED] in support of CLIN 7201. (Fund Type - TBD)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
		Option					
7301	AC66	Option III: Surface Aviation Interoperability Laboratory (SAIL) Services, in accordance with Performance Based Statement of Work (PBSOW). (Fund Type - TBD)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
730101	AC66	SAIL LABOR - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7301 (RDT&E)					
730102	AC66	SAIL LABOR - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7301 (RDT&E)					
730103	AC66	LABOR 54 HOOVER - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7301 (RDT&E)					
730104	AC66	SAIL LABOR - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7301 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730105	AC66	SAIL LABOR RH - Incremental Funding (Source 1771319, PE 0605864N) in support of Labor CLIN 7301 (RDT&E)					
730106	AC66	DAHLGREN Labor - Incremental Funding in support of Labor CLIN 7301 (WCF)					
730107	AC66	SAIL LABOR - Incremental Funding OY3 (RDT&E)					
730108	AC66	SAIL LABOR - Incremental Funding OY3 (APN)					
730109	AC66	SAIL LABOR - Incremental Funding OY3 (RDT&E)					
730110	AC66	SAIL LABOR - Incremental Funding OY3 (RDT&E)					
730111	AC66	SAIL LABOR - Incremental Funding OY3 (OPN)					
730112	AC66	SAIL LABOR - Incremental Funding OY3 (RDT&E)					
730113	AC66	SAIL LABOR - Incremental Funding OY3 (RDT&E)					
730114	AC66	SAIL LABOR - Incremental Funding OY3 (RDT&E)					
730115	AC66	SAIL LABOR - Incremental Funding OY3 (RDT&E)					
730116	AC66	SAIL LABOR - Incremental Funding OY3 (RDT&E)					
7302	AC66	Technical Data in support of the Performance Based Statement of Work. NSP (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
7303	AC66	Increased Capacity [REDACTED] in support of CLIN 7301. (Fund Type - TBD)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
		Option					
7401	AC66	Option IV: Surface Aviation Interoperability Laboratory (SAIL) Services, in accordance with Performance Based Statement of Work (PBSOW). (Fund Type - TBD)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
		Option					
7402	AC66	Technical Data in support of the Performance Based Statement of Work. NSP (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7403	AC66	Increased Capacity [REDACTED] in support of CLIN 7401. (Fund	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Type - TBD)					
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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9101	AC66	Option I - Travel in support of CLIN 7101. (Fund Type - TBD)	1.0	LO	
910101	AC66	Exercise and Fund Option Year I. (WCF)			
910102	AC66	Incremental Funding (WCF)			
910103	AC66	Incremental Funding (WCF)			
910104	AC66	Funding in support of CLIN 7101 (WCF)			
9102	AC66	Option I - NMCI in support of CLIN 7101. (Fund Type - TBD)	1.0	LO	
9103	AC66	Option I - Material in support of CLIN 7101. (Fund Type - TBD)	1.0	LO	
910301	AC66	Exercise and Fund Option Year One. (WCF)			
910302	AC66	Exercise and Fund Option Year One (WCF)			
910303	AC66	Exercise and Fund Option Year One (Fund Type - TBD)			
910304	AC66	Incremental Funding (WCF)			
910305	AC66	Incremental Funding (WCF)			
910306	AC66	Incremental Funding (WCF)			
910307	AC66	Funding in support of CLIN 9103 (WCF)			
910308	AC66	Funding in support of CLIN 9103 (WCF)			
910309	AC66	Funding in support of CLIN 9103 (WCF)			
910310	AC66	Funding in support of CLIN 9103 (WCF)			
910311	AC66	Funding in support of CLIN 7101 (RDT&E)			
9104	AC66	Increased Capacity [REDACTED] in support of CLIN 9101. (Fund Type - TBD)	1.0	LO	
9105	AC66	Increased Capacity [REDACTED] in support of CLIN 9102. (Fund Type - TBD)	1.0	LO	
9106	AC66	Increased Capacity [REDACTED] in support of CLIN 9103. (Fund Type - TBD)	1.0	LO	
9201	AC66	Option II - Travel in support of CLIN 7201. (Fund Type - TBD)	1.0	LO	
920101	AC66	SAIL OY2 Travel funding in support of CLIN 7201 (WCF)			
920102	AC66	RH OY2 Travel funding in support of CLIN 7201 (WCF)			
920103	AC66	SAIL OY2 Travel funding in support of CLIN 7201 (RDT&E)			
920104	AC66	RH OY2 Travel funding in support of CLIN 7201 (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9202	AC66	Option II - NMCI in support of CLIN 7201. (Fund Type - TBD) Option	1.0	LO	
9203	AC66	Option II: Material in support of CLIN 7201. (Fund Type - TBD)	1.0	LO	
920301	AC66	SAIL OY2 Material in support of CLIN 7201 NWCF-DPA (WCF)			
920302	AC66	RH OY2 Material in support of CLIN 7201 NWCF-DPA (WCF)			
920303	AC66	SAIL OY2 Material in support of CLIN 7201 NWCF-DPA (RDT&E)			
920304	AC66	SAIL OY2 Material in support of CLIN 7201 NWCF-DPA (RDT&E)			
920305	AC66	SAIL OY2 Material in support of CLIN 7201 NWCF (RDT&E)			
920306	AC66	CIP OY2 Material (Source:NGC2P; Project:54MM)in support of CLIN 7201 (Fund Type - OTHER)			
920307	AC66	CIP OY2 Material (Source:NGC2P; Project:54MM)in support of CLIN 7201 (Fund Type - OTHER)			
920308	AC66	SAIL OY2 Material in support of CLIN 7201 (Source 1771319, PE 0605864N) (RDT&E)			
920309	AC66	SAIL OY2 Material in support of CLIN 7201 (Source 1771319, PE 0605864N) (RDT&E)			
920310	AC66	SAIL OY2 Material in support of CLIN 7201 (Source NWCF) (WCF)			
9204	AC66	Option II: Increased Capacity Travel in support of CLIN 9201. (Fund Type - TBD) Option	1.0	LO	
9205	AC66	Increased Capacity in support of CLIN 9202. (Fund Type - TBD) Option	1.0	LO	
9206	AC66	Option II: Increased Capacity Material in support of CLIN 9203. (Fund Type - TBD) Option	1.0	LO	
9301	AC66	Option III - Travel in support of CLIN 7301. (Fund Type - TBD)	1.0	LO	
930101	AC66	SAIL OY3 Travel funding in support of CLIN 7301 (RDT&E)			
930102	AC66	SAIL OY3 Travel funding in support of CLIN 7301 (RDT&E)			
930103	AC66	SAIL OY3 Travel funding in support of CLIN 7301 (OPN)			
930104	AC66	SAIL OY3 Travel funding in support of CLIN 7301 (RDT&E)			
9302	AC66	Option III - NMCI in support of CLIN 7301. (Fund Type - TBD) Option	1.0	LO	
9303	AC66	Option III - Material in support of CLIN 7301. (Fund Type - TBD)	1.0	LO	
930301	AC66	SAIL OY3 Material in support of CLIN 7301 (Source 1771319, PE 0605864N) (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
930302	AC66	SAIL OY3 Material in support of CLIN 7301 (Source 1771319, PE 0605864N) (RDT&E)			
930303	AC66	SAIL OY3 Material in support of CLIN 7301 (Source 1771319, PE 0605864N) (RDT&E)			
930304	AC66	SAIL OY3 Material WEINSTEIN in support of CLIN 7301 (Source 1771319) (RDT&E)			
930305	AC66	SAIL OY3 Material RH OBS in support of CLIN 7301 (Source 1771319) (RDT&E)			
930306	AC66	SAIL OY3 Material RH OBS in support of CLIN 7301 (CIP Source NGC2P) (Fund Type - OTHER)			
930307	AC66	SAIL OY3 Material RH OBS in support of CLIN 7301 (CIP Source NGC2P) (Fund Type - OTHER)			
930308	AC66	SAIL OY3 Material RH OBS in support of CLIN 7301 (Source 1771319) (RDT&E)			
930309	AC66	SAIL OY3 Material RH OBS in support of CLIN 7301 (CIP Source NGC2P (Fund Type - OTHER)			
930310	AC66	SAIL OY3 Material DAHLGREN in support of CLIN 7301 (CIP Funding) (Fund Type - OTHER)			
930311	AC66	SAIL OY3 Material in support of CLIN 7301 (RDT&E)			
930312	AC66	SAIL OY3 Material in support of CLIN 7301 (SCN)			
930313	AC66	SAIL OY3 Material in support of CLIN 7301 (O&MN,N)			
930314	AC66	SAIL OY3 Material in support of CLIN 7301 (SCN)			
930315	AC66	SAIL OY3 Material in support of CLIN 7301 (SCN)			
930316	AC66	SAIL OY3 Material in support of CLIN 7301 (OPN)			
930317	AC66	SAIL OY3 Material in support of CLIN 7301 (PMA-268) (O&MN,N)			
930318	AC66	SAIL OY3 Material in support of CLIN 7301 (CIP) (Fund Type - OTHER)			
9304	AC66	Increased Capacity [REDACTED] in support of CLIN 9301. (Fund Type - TBD) Option	1.0	LO	[REDACTED]
9305	AC66	Increased Capacity [REDACTED] in support of CLIN 9302. (Fund Type - TBD) Option	1.0	LO	[REDACTED]
9306	AC66	Increased Capacity [REDACTED] in support of CLIN 9303. (Fund Type - TBD) Option	1.0	LO	[REDACTED]
9401	AC66	Option IV - Travel in support of CLIN 7401. (Fund Type - TBD) Option	1.0	LO	[REDACTED]
9402	AC66	Option IV - NMCI in support of CLIN 7401. (Fund Type - TBD) Option	1.0	LO	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9403	AC66	Option IV - Material in support of CLIN 7401. (Fund Type - TBD) Option	1.0	LO	
9404	AC66	Increased Capacity in support of CLIN 9401. (Fund Type - TBD) Option	1.0	LO	
9405	AC66	Increased Capacity in support of CLIN 9402. (Fund Type - TBD) Option	1.0	LO	
9406	AC66	Increased Capacity in support of CLIN 9403. (Fund Type - TBD) Option	1.0	LO	

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

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

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

(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) [REDACTED]

Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

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

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

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

REVISED PERFORMANCE BASED STATEMENT OF WORK

1.0 INTRODUCTION

This Performance Based Statement of Work (PBSOW) defines the scope of engineering, technical, operator and logistics services in support of the Naval Air Warfare Center Aircraft Division (NAWCAD), Integrated Battlespace Simulation and Test (IBST) Department, Integrated Combat Environments (ICE) Division, Surface/Aviation Interoperability Laboratory (SAIL) Branch.

The SAIL is engaged in interoperable surface/aviation mission systems research, development, test and evaluation (RDT&E), fleet support, integration and interoperability testing. Experienced operators use actual ship and multi-mission helicopter systems in a national distributed network in support of battle group interoperability assessments.

The SAIL serves as the Weapons System Support Activity (WSSA) for the Light Airborne Multi-Purpose System (LAMPS) MK III. It contains both the shipboard and airborne segments of this system and is in the forefront of NAVAIR plans to integrate the MH-60R multi-mission helicopter with surface combatants as the SH-60B advances to retirement.

1.1 SCOPE

This order will provide the required, engineering, technical, operational, test and logistics services necessary in support of Joint and Navy research and development (R&D) programs; systems integration; simulation and stimulation systems development, test planning and conduct; command, control, communications, computers, intelligence, surveillance, and reconnaissance (C4ISR) systems interoperability; and, technology demonstration programs. Support for facilities and installed avionics and ship combat systems maintenance is also required. The descriptions of the contract deliverables for the contract are given in Section 3.1 through 3.11. Each effort will require specific deliverables and products along with specific Contract Data Requirements Lists (CDRL) and Data Item Description (DID) requirements. Monthly reporting shall be IAW CDRL A001 and A002. Yearly reporting shall be IAW CDRL A003.

1.1.1 The scope of this order includes experienced engineering, technical, operator, analysis and logistics services in the following technology areas:

- Acoustic and Electronic Warfare Systems
- Airborne Information Processing Systems
- Analog and Digital Communication Systems
- Automatic Identification Systems
- Antenna Systems
- Avionics Science and Technology
- Configuration Management
- Common Data Links
- Cross Domain Information Systems
- Data Handling and Display Systems
- Electro Optic (EO) and Infrared (IR) Systems
- Electronic Warfare (EW) Systems

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- Ground Based Information Processing Systems
- Imagery and Video Systems
- Logistics
- Multi-Level Security Information Systems
- Navigation Systems
- Networks
- Network Centric Warfare (NCW)
- Radio Frequency (RF) Sensor Systems
- Radar Systems
- Satellite Communications
- Software Development
- Ship Information Processing Systems
- Ship Electronic Systems Science and Technology
- Tactical Data Links
- Tactical Data Processing Systems
- Unmanned Airborne Systems
- Unmanned Airborne Vehicles
- UAV Ground Control Station Communications
- Wireless Communications Science and Technology

1.1.2 The services to be provided under this contract shall be performed by experienced personnel and are categorized into the following functional service areas that are further defined in paragraph (3) below:

- Engineering, Systems Engineering, and Process Engineering Services
- Modeling, Simulation, Stimulation and Analysis Services
- Software Engineering, Development, Programming and Network Services
- Configuration Management Services
- Information System (IS), Information Assurance (IA) and Information Technology (IT) Services
- Interoperability, Test and Evaluation, Trials Services
- Logistics Services
- Fleet Services
- Program Services
- Administrative Services

2.0 APPLICABLE DOCUMENTS

2.1 In the performance of this contract, the most current version of the applicable documents listed below shall be used. Additional documentation (e.g., Commercial Standards, newly developed specifications) may be required in support of systems interoperability, integration or development. Unless otherwise specified, the latest revision level and date for each specification, standard, procedure, and/or instruction cited within this PBSOW or provided in support of programs initiated during the period of performance shall be utilized. Nothing in this document however, supersedes applicable laws and regulation unless a specific exemption has been obtained.

- 1) Ship Processor Operational Program and Avionics Operational Program Interface Design Specification (IDS), 84-31, (Series).
- 2) NAST Avionics System Specifications, LAMPS MK III, SH-60B, FI-23.0.
- 3) MH-60R Weapon System Manual, A1-H60RA-NFM-010. (Series)
- 4) MH-60R Test and Evaluation Master Plan No. 189-05 (Series)

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- 5) Waveform Specification for the Standard Common Data Link (CDL) (Series). Specification Number 7681990
- 6) MMH WSSA Ship/Air Interoperability Test Procedures and Data Sheets
- 7) Logistics Management Information, MIL-PRF-49506
- 8) Software Requirements Specification for LAMPS MK III Shipboard Processor Operational Program, AN/SQQ-28 (V) SDPU, NUWC, (Series)
- 9) Interface Design Specification for LAMPS MK III with Ship NTDS (76-49), (Series).
- 10) LAMPS MK III Data Link System Operability Specification (Confidential); IBM Document NO. 6953625; (Series)
- 11) Procurement Specification for Radio Terminal Set AN/SRQ-4 (U) Production (Confidential); IBM Document No. 62273010000H; (Series)
- 12) Procurement Specification for Radio Terminal Set AN/ARQ-44 (U) Production (Confidential); IBM Document No. 6226501P; (Series)
- 13) AN/SQQ-89 (V) Functional Baseline for ASW System Integration; NAVSEA PMS-411-SPS-001E SCN 4, (Series)
- 14) INSURV Instruction 13100.1D; (Series); INSURV Aircraft Trials
- 15) FTEGINST 5213.1 (Series); Flight Test and Engineering Report Writing Guide,
- 16) EKMS-1 Phase 4, (Series)
- 17) OPNAVINST 4790.4D Series; Ships' Maintenance and Material Management (3-M) Manual, (Series)
- 18) NAVAIRINST 3960.4B, Project Test Plans for Tests of Air Vehicles, Weapons, and Installed Systems, (Series)
- 19) LAMPS MK III Weapon System Information Manual, A1-H60BB-NFM-010, (Series)
- 20) MIL-HDBK-454A, General Guidelines for Electronic Equipment, (Series)
- 21) NAVAIRINST 3960.2C, Test and Evaluation, (Series)
- 22) NAVAIRINST 4130.1C, Naval Air Systems Command Configuration Management Policy, (Series)
- 23) NAVAIRINST 4355.19C, Systems Engineering Technical Review Process, (Series)
- 24) LAMPS MK III EW Operators' Handbook, (Series)
- 25) Department of Defense Directive, DODD 8500 (Series)
- 26) NAVSUP Instruction 4440.179A Report of Discrepancy (ROD) Manual
- 27) SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- 28) Navy IA Pub 5239-02 --Terms, Abbreviations, and Acronyms
- 29) CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processess of 31 July 2003
- 30) CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National

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Security Systems

- 31) CJCSI 6250.01(series) --Satellite Communications
- 32) CJCSI 6215.01 (series) --Policy for Department of Defense Voice Networks
- 33) DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- 34) DoDD 8500.1--Information Assurance
- 35) DoDI 8500.2--Information Assurance Implementation
- 36) DoDI 8510.bb--DoD Information Assurance certification and Accreditation Process (DIACAP) (DRAFT)
- 37) DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- 38) DoDI 5200.40, "DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP)," 30 Dec 1997
- 39) CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"
- 40) Program Management Air (PMA) 299 Ship Air Upgrade (SAU) 07000 Interface Design Specification

3.0 REQUIREMENTS

The itemized tasks and descriptions supplied in the following paragraphs represent a high level set of support elements describing typical tasking which may be assigned to the Contractor. However, tasking may be atypical in support of advanced technology developments. The functional areas to be supported under this contract are described in the sections below. Monthly reporting IAW CDRLs A001 and A002.

3.1 ENGINEERING SERVICES

This functional area consists of applying engineering disciplines and systems engineering processes to support existing Naval capabilities; technical development of new systems; development of significant alterations to existing systems; integration, interface and interoperability of existing equipment or software into different applications or platforms to support the war-fighter; or evaluation of foreign or non-developmental systems, equipment and technologies. Support is required for systems and process-engineering disciplines to analyze requirements; perform logical analysis to derive solution sets; synthesize and evaluate alternative concepts; derive and propose alternative design solutions; and generate system specifications.

Specifically, the Contractor shall provide systems engineering, engineering and process engineering services as delineated below:

(a) Provide supporting engineering services to the Government in support of the design, development, production and support of SAIL products and programs. Engineering support services shall include Avionics and Ship Mission Systems Integration, Mechanical, Radio Frequency (RF), Antenna, Transmitter and Receiver Design, Digital and Analog Communications, Network design, software design, and other shipboard and/or aircraft integration. The Contractor shall have in place and deliver a formal brief of the Systems Engineering process to be utilized IAW CDRL A005.

(b) Investigate emerging technologies to identify concepts, system configuration, and architecture and applicability to modular open system architectures. The Contractor shall conduct trade-off studies to assess and recommend technology alternatives and risks, including life cycle costing and report results

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IAW CDRL A005.

(c) Maintain all avionics, ship and commercial electronic equipment required for SAIL site operation and collection of performance data relative to the systems under test. Maintenance services shall include both routine and preventative maintenance in accordance with the U.S. Navy's established Preventative Maintenance System (PMS) procedures. Personnel assigned SAIL maintenance shall be onsite full time and available any time to support scheduled events within a 80 hour pay period. The Contractor shall perform all required corrective maintenance, including system isolation, troubleshooting, and repair or replacement of failed components. The Contractor shall troubleshoot equipment, isolate faults, initiate appropriate requests through designated Government sources to obtain their repair, and repair the SAIL systems. These systems include but are not limited to the AN/UYK-43, AN/UYK-70, AN/SQQ-89 family of Systems, AN/USQ-167, AN/SQQ-34 family of systems, Littoral Combat Ship – Surface Terminal Equipment (LCS STE), AN/SRQ-4 family of systems, AN/ARQ-44, AN/ARQ-58, AN/ARQ-59, AN/WSC-3 family of systems, AN/ARC-210 family of systems, AN/OJ-452, AN/UYS-2, and AN/AYK-14. U.S. Navy established procedures shall be used for reporting SAIL systems status, failures, and corrective actions, for example Standard form 4790/2K, and 4790/CK. SAIL system status reports shall be provided IAW CDRL A002.

(d) Maintain a standard Preventative Maintenance System (PMS) file containing the current Maintenance Index Pages (MIP) and Maintenance Requirement Cards (MRC). The contractor shall report the status of PMS on a quarterly basis, outlining any updates or revisions. The Contractor shall immediately report failures using the standard Maintenance and Material Management (3M) system 4790-2K failure report, for Government submission into the 3M system IAW CDRL A005.

(e) Provide installation, engineering and fabrication planning support necessary to configure SAIL with advanced, or current and future fleet equipment and systems. The Contractor's installation planning shall accommodate any special conditions or restrictions which are imposed by the shore based nature of the SAIL and shall utilize existing simulation programs and equipment where appropriate. The Contractor shall identify all material prior to purchase to the respective Government lead and the CONTRACTING OFFICERS REPRESENTATIVE (COR) to determine the most appropriate procurement process. The Contractor shall seek COR approval prior to the procurement of any material. The Contractor shall design and install equipment that meets TEMPEST requirements. The Government will provide access to common tools. Plans shall be provided IAW CDRL A005.

(f) Ensure that SAIL aircraft and shipboard combat and communication systems remain fully operational for the duration of complex exercises during which concurrent operation of all mission and data equipment associated with the site may be required. The Contractor shall support the Government in the preparation and maintenance of SAIL Aircraft and Shipboard System Configurations including; the SH-60B (RoadHawk), MH-60R (RoadHawk), Laboratory Frigate, Destroyer and Aircraft Carrier Combat Systems, Tactical (Link 16) and Common Data Links(CDL), and Radio Frequency Communications. The Contractor shall ensure that all equipment and systems required for each test scenario are verified and reported fully functional at least one hour prior to the scheduled event. The Contractor shall initialize all site equipment and be present during its operation. When equipment failures occur during site operation, the Contractor shall provide immediate response, notify the appropriate Government Engineer, and conduct a fault analysis.

(g) Utilize the SAIL site to simulate and resolve anomalies and deficiencies associated with electronic equipment required for SAIL operation identified by sponsoring activities and/or fleet units. Report results IAW CDRL A005.

(h) Support the Government to identify test criteria, develop test plans, and conduct evaluations of replacement modules and components proposed for SAIL related equipment. The Contractor shall develop and document test plans and procedures and report the evaluation results in a technical report. Test plans, procedures and reports shall be submitted upon completion for review and approval to the appropriate Government Engineer IAW CDRL A005.

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(i) Plan, develop technical drawings, fabricate, and implement hardware required for test data extraction, storage, quantification, and measurement to support evaluation of software, integrated ship/air system performance, shipboard electronics systems, combat systems, avionics systems, and associated peripherals. The Contractor shall provide this service for all activities associated with the SAIL. Technical drawings shall be submitted to the appropriate Government Engineer for approval prior to fabrication IAW CDRL A006. Technical Data Packages shall be submitted to the Government IAW CDRL A004.

(j) Personnel performing critical assembly, inspection and test operations shall have the requisite skills and experience or training to satisfactorily complete the operation. The standard of workmanship on all items fabricated or assembled by the Contractor for delivery shall be in accordance with the guidance listed in MIL-HBK-454A.

(k) Coordinate SAIL technician, operator and engineering activities to provide maximum efficiency of SAIL operation. This shall include providing technician inputs to the operations lead for monthly reports, providing technician input data to the SAIL Operations database, coordinated site planning, providing technician backup support to operations where the technician is qualified, and providing engineering analysis by qualified technicians.

(l) Provide Mechanical Engineering design and analysis services for communications, sensor, and mission systems equipment installation. These services shall include engineering work in the following disciplines: structure finite element analysis (FEA), aerodynamic, structural design, acoustic, thermal, and electric power. Technical drawings and/or written reports of results shall be submitted IAW CDRL A006 and A005 respectively. Technical Data Packages for equipment design shall be submitted IAW CDRL A004.

(m) Perform engineering studies and analysis for the purpose of generating functional and design requirements for SAIL subsystems. The system functional analysis will be used to analytically derive operator, hardware, and software function partitioning in order to develop system performance parameters and requirements. Written reports and specific requirements shall be submitted IAW CDRL A005

(n) Provide engineering services to support the procurement of airborne, surface and ground based electronic systems. Procure necessary hardware to accomplish the installation, checkout and test of these systems to determine interoperability between airborne and surface platforms.

3.2 MODELING, SIMULATION, STIMULATION AND ANALYSIS SERVICES

This functional area consists of the application of standardized, rigorous, structured methods to create and validate physical, mathematical, or otherwise logical representations of systems, entities, phenomena, or processes. This area involves the use of models (including emulators, prototypes, simulators and stimulators) either statically or dynamically, to develop data as a basis for making managerial, technical, strategic, or tactical decisions.

Specifically, the Contractor shall provide modeling, simulation, stimulation, and analysis services as delineated below:

(a) Design, fabricate, install, test, and maintain computer devices and software applications required for the collection and interpretation of systems, evaluation of system and subsystem performance, and modification of weapon and control systems. This shall include the support of modeling and simulation, training and fleet support interconnectivity protocols such as Distributed Interactive Simulation (DIS), Test Enabling Architecture (TENA) and High Level Architecture (HLA). Procure materials necessary to support the advancement of modeling and simulation technologies. These materials include the parts, equipment, hardware and information technology resources including equipment and software. The majority of computer devices and software fabricated or procured shall be microprocessor based and

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shall integrate with existing and proposed NAWCAD assets. Supporting documentation shall be provided IAW CDRL A005.

(b) Participate in design reviews for these developments, by providing and discussing the following products; system descriptions and documentation, functional and block diagrams, source code and operating and maintenance procedures. Minutes of presentations obtained from design reviews shall be provided IAW CDRL A009.

3.3 SOFTWARE ENGINEERING, DEVELOPMENT, PROGRAMMING AND NETWORK SERVICES

This functional area consists of applying the engineering and scientific disciplines to perform technical analysis of, technically support development of, or selection of hardware and computer software, or modification to existing hardware and software for systems, test facilities, or training facilities. This also consists of software engineering efforts and programming required to implement software in systems, sub-systems, and components utilizing computer, electronics, and software. Planning, designing, coding, testing, integrating, supporting, and delivering algorithms, software (source code and executables), computer programs are the inherent activities of this functional area. Commercial Off-The-Shelf (COTS) solutions and product modifications (e.g., software tools, licensing, and associated hardware) which are incidental to the overall support service efforts are considered with the scope of this functional area. Generally, the software development processes used for software development under this contract shall be, as a minimum, assessed at Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) Level (3) or equivalent.

Specifically, the Contractor shall provide software engineering, development, programming and network services as delineated below:

(a) Provide engineering design services to develop and maintain classified, unclassified, cross domain, and multi-level security network structures for applications based on Modular Open Systems Architectures in accordance with all applicable DoD security guidelines. This includes engineering for mixed operating system environments, and integration of GOTS/COTS targeting, sensor, data fusion, and communication systems. Design results will be reported IAW CDRL A005

(b) Develop software products in support of SAIL projects and/or programs that will run on designated computers. Services include analysis, design planning, designing, coding, testing, integrating, debugging and delivering algorithms, software source code and executables. Acceptance of the software will be based on successful testing at the Contractor's or Government's test facility. These acceptance tests will be conducted according to Contractor generated functional, interface, and system level test procedures. Prior to the deliver of software to the Government, the Contractor shall conduct functional and interface tests with other platform software products as required. The procedures and test results shall be approved by the Government. Data rights to the software will be property of the Government. Software products will be delivered IAW CDRL A008.

(c) Manage configuration and quality assurance of all the software and documentation generated during development of SAIL software products. Following acceptance of SAIL software products, the Contractor will provide all the source code files, data rights, build procedures, test results and procedures as well as a list of all standard and off-the-shelf tool sets necessary to rebuild the executable software products for submission into the SAIL configuration management system. In addition, the contractor will provide the executable software that was used during acceptance tests so that duplicate copies can be made for Fleet release. Delivery will be IAW CDRL A008.

3.4 CONFIGURATION MANAGEMENT SERVICES

This functional area consists of applying engineering and analytical disciplines to identify, document and verify the functional performance, and physical characteristics of systems, to control changes and non-conformance, and to track actual configurations of systems and platforms.

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Specifically, the Contractor shall provide configuration management (CM) services as delineated below:

- (a) Develop and maintain CM plans and related planning documents. Efforts shall include the identification of problem areas; generation of plans for problem resolution; the derivation, evaluation and presentation of potential solutions; and recommendations for the generation of necessary policies, briefs, plans, instruction and operating procedures to effect the selected solution. Areas of review, study and program resolution encompassing the entire system life cycle shall include but not be limited to: system change control; planning for modernization; integration of engineering and logistics configuration baselines and documentation; baseline control of equipments; and control of conjunctive equipment/computer program; firmware changes in an operating environment. Provide reports IAW CDRL A005.
- (b) Review, analyze and update CM business processes to identify areas for potential improvements and provide recommendations for process changes to include an assessment of the impact on existing business rules, processes and resources. Provide recommendations IAW CDRL A005.
- (c) Provide Configuration Item (CI) management, including participation in Configuration Management Working Groups, Configuration Control Boards, and maintaining a database of all Configuration Items. Perform technical liaison with Government, industry, and other contractor personnel to ensure issues are resolved.
- (d) Attend technical reviews, change review meetings, working groups, briefings and conferences for the purpose of providing technical support relative to configuration data and status. Provide reports IAW CDRL A009.
- (e) Support the Government during their participation in Physical Configuration Audits (PCA) and Functional Configuration Audits (FCA) as necessary to support system upgrades and modernization programs. Provide results of audits IAW CDRL A009.
- (f) Maintain technical library and ensure currency of documents by logging receipts, transmittals and on-site library content. Maintain file of receipt/transmittal records, documentation records, problem reports and change documents.
- (g) Prepare change documents (Engineering Change Proposals (ECP), Program Trouble Reports (PTR), and others as required) for submittal to review boards, and coordinate follow-up investigations on impact assessments. Maintain and/or monitor the status of these documents.
- (h) Conduct physical and functional SAIL inventory of locally maintained media (Tapes, Removable Interchangeable Media Modules (RIMM), Compact Disks, Optical Disks, etc) semiannually.
- (i) Develop, maintain and update laboratory configuration diagrams (CDRL A006), as well as Standard Operating Procedures (SOP), quality assurance plans and emergency action plans (CDRL A005) as required.
- (j) Maintain a master index of deficiencies on site, organized by project in soft copy form. Index will be available to the Government as required.
- (k) Maintain and modify a computer relational database tracking system on site to capture project/program requirements, deficiencies and status information. The database will be available to the Government as required.

3.5 INFORMATION SYSTEM (IS), INFORMATION ASSURANCE (IA) AND INFORMATION TECHNOLOGY (IT) SERVICES

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

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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.

This functional area consists of providing information system software analysis, requirements definition, design development, test, modification, installation, implementation, quality assurance, training, and documentation. Provide engineering and technical services for establishment, test, upgrade, and operational support of systems, networks, workstations and equipment hardware and software that are outside the cognizance of NMCI. The Contractor shall be responsible for conducting emerging IT technology analyses, and for developing, recommending, implementing, monitoring, updating, and maintaining, IA practices, procedures, equipment, algorithms, and hardware that are outside the cognizance of NMCI. Deliverables in accordance with CDRL A005.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

Any tools developed that will be hosted by the Naval Marine Corps Intranet (NMCI) or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration and Web Enablement mandates.

All IA shall be in compliance with the instructions listed in Section 2.0.

Specifically, the Contractor shall provide IS development, IA, and IT services as delineated below:

(a) Provide IA services for systems security requirements to include generation of Systems Security Accreditation Authorization (SSAA) packages, Memorandum of Agreement (MOA) and Memorandum of Record (MOR), Interim Authority to Test (IATT), Interim Authority to Operate (IATO), Interim Authority to Connect (IATC), and Authority to Operate (ATO). IAW Navy and DoD Directives.

(b) Provide IT services for any computing systems and/or software required for development, design, or analysis to meet test and evaluation requirements.

(c) Perform System Administration (SA) functions. This includes ensuring Information Assurance Vulnerability Alert (IAVA) compliance, audit trail logging and storage, software upgrades, and user management in accordance with Navy and DoD directives.

(d) Maintain network security by performing both physical inspection and electronic scan of Local Area Networks (LAN), as well as Wide Area Networks (WAN) for intrusion and/or anomalies in accordance with Navy and DoD directives.

3.6 INTEROPERABILITY, TEST AND EVALUATION, TRIALS SERVICES

This functional area consists of the application of engineering, scientific, and analytical disciplines

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necessary to ensure that developed platforms, systems, and warfighting capabilities have been properly tested and that joint interoperability requirements have been fully met at all levels of their life cycle.

Specifically, the Contractor shall provide interoperability, T&E and trials services as included but not limited to the following:

- (a) Prepare and provide detailed project test and support plans for test and evaluation activities. Test plans shall be prepared in compliance with current Navy and Joint directives, and shall be delivered so as to permit review and incorporation of changes by Government engineers prior to planning and approval deadlines. Test plans shall be edited for technical accuracy, for compliance with the prescribed format, and for grammatical accuracy and shall be delivered IAW CDRL A005
- (b) Provide test support at NAWCAD Patuxent River and other sites as determined by the Government. Test support may include sea and flight test support at various sites within and beyond CONUS.
- (c) Provide services in the areas of test equipment and test site preparation, assistance in conducting sea tests, and assistance in data collection. The Contractor shall analyze, compile, summarize and draw conclusions from test data gathered by DoD and other agencies as required. Test site preparation includes transportation and setup of avionics equipment. The Contractor shall obtain a Commercial Drivers License (CDL) in order to transport avionics equipment and trailer, maintain the appropriate insurance for commercial vehicles, and accept responsibility for any damages incurred to the avionics systems and trailer during transport.
- (d) Conduct test and evaluation activities applicable to a wide variety of avionics, shipboard and commercial equipment installed in SAIL related systems. The items evaluated shall include equipment and systems for communication, acoustics, Electronic Warfare, optical and Infra Red (IR) sensing, missile defense systems, radar systems, mission planning and control, computation, display, navigation, and weapons delivery functions. This also includes the operation of the aircraft systems or equipment on the ground and preparation and coordination of detailed ground and/or in-flight procedures for the collection of data in accordance with project test plans. The contractor shall be responsible for analysis of the data and for formulation of conclusions as to the suitability of equipment or system functions to meet weapon system performance objectives. Reports of analysis/conclusions shall be provided IAW CDRL A005.
- (e) Participate in Navy and Joint Interoperability test events. The Contractor shall provide event planning, event support, and post event analysis for test events. The Contractor shall brief and provide samples of the test data with the Contractor's conclusion and analysis IAW CDRL A005.
- (f) Submit technical reports that describe technical progress, synopsise technical findings, and define the Contractor's interpretation of those findings which shall include recommendations as to further testing and as to the suitability of the equipment or system to perform its intended function. Technical findings shall be submitted IAW CDRL A005.
- (g) Provide operators with demonstrated experience in accordance with personnel qualifications in Paragraph 9.0 to correctly utilize all Guided Missile Destroyer and Aircraft Carrier shipboard operator station functions (associated with the operator stations listed below) that are required to conduct any test and evaluation event.

Operate the following SAIL ship system stations:

Air Tactical Control Officer (ATACO) Station

Anti-Submarine Tactical Air Controller (ASTAC) Station

Remote Radar Operator (REMRO) station

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Electronic Support Measures Operators (ESMO) Station

Acoustic Sensor Operator (ASO) Station

AN/SQQ-89 (V) T On Board Trainer (OBT) Station

Tactical Information Coordinator (TIC) Station

Operate the following SAIL airborne system stations:

Sensor Operator (SO) Station

Airborne Tactical Officer (ATO) Station

(h) Conduct mission coordination, and voice communications both internal and external to the SAIL in a manner representative of U.S. Navy fleet operations.

(i) Submit test readiness reports (TRR) prior to performance of T&E events, and Report of Test Results (RTR) following testing IAW CDRL A005. Reports shall include a summary of anticipated costs associated with each element of the event, the anticipated total costs of the event, and shall identify any problems requiring resolution prior to commencement of T&E events.

(j) Provide services in the areas of Tactical Data Link testing. This includes the setup and operation of Link 4A, Link 11, Link 16 using simulators/stimulators such as Tadi J Host Simulator (TJHS), Gateway Terminal Emulator (GTE) as well as shipboard Hardware-In-The-Loop systems.

(k) Conduct Test and Evaluation events using the Global Command and Control System – Maritime (GCCS-M), AEGIS Test and Training System (ASTATS), Joint Semi-automated Forces (JSAF). This includes the operation of fleet representative Carrier (CVN), Littoral Combat Ship (LCS), Destroyer (DDG) and Frigate (FFG) combat systems.

3.7 LOGISTICS SERVICES

The principal objectives of acquisition logistics are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its life-cycle, and that the research and development facilities and infrastructure elements necessary to the design, development, initial fielding, and operational support of the system are identified, developed, acquired, and supported.

Logistics services shall be provided as delineated below. Specifically, the Contractor shall:

(a) Draft and submit procurement documentation for Government review and processing to obtain equipment/material for the SAIL and advise the Government on the status of open, received, and cancelled items. Documentation shall be submitted IAW CDRL A010.

(b) Maintain a requisition tracking system that shall include at a minimum the requisition number, job order number, nomenclature, part number, serial number, quantity ordered, status, and date of receipt for the SAIL. The systems shall be updated to record status changes provided by the Government and track cost changes. A monthly requisition status report shall be submitted IAW CDRL A010.

(c) Upon receipt of equipment and/or material, the contractor shall inspect each item to determine its condition and compliance with the packing list. Reports of Discrepancies (ROD) shall be maintained in accordance with NAVSUP Instruction 4440.179A.

(d) Assist in identifying SAIL building maintenance with NAWCAD public works personnel. The Contractor shall investigate building related upgrades necessary to support current and future operational efforts and shall coordinate with Public Works or other NAWCAD approved contractors to accomplish the

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successful completion of these efforts.

(e) Schedule and control logistic services required for special purpose RDT&E or fleet evolutions.

(f) Maintain SAIL database and barcoding system of all equipment allocated to and associated with the facility. Perform quarterly inventory of SAIL systems, components and parts, and update SAIL database as needed to reflect changes in inventory status.

3.8 FLEET SUPPORT SERVICES

This functional area consists of applying the analytical and technical disciplines required to assist the acquisition community and U.S. Navy operational Fleet warfighter with effective instruction including applied exercises such as Fleet experimentations, Combat Systems Ship Qualification Trials (CSSQT), and shipboard pre-deployment combat system grooming that result in the attainment and retention of knowledge, skills and abilities necessary to ensure the platforms, systems and warfighting capabilities are current with Fleet configurations.

Specifically, the Contractor shall assist the Government to provide training services as delineated below:

(a) Responsible for maintaining currency and training of SAIL system operators.

(b) Provide personnel to support operational, maintenance and technical training as required for shipboard and aircraft mission systems.

Engineers, technicians, operators and other personnel may be required to work outside extended non-standard, flexible working hours in support of SAIL related project workloads not to exceed 80 hours per pay period unless specifically authorized extended work hours by the Government. Unless other approved by the COR, Contractor personnel shall be available for full-time support of this contract.

3.9 PROGRAM SERVICES

This functional area consists of applying the business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs such that the result places a capable and supportable system in the hands of the warfighter when and where it is needed, and does so at an affordable price. This functional area represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal.

Specifically, the Contractor shall provide program services as delineated below:

(a) Support the Government in assessing the progress related to planning, conducting, reporting, supporting, or other specific efforts in support of SAIL related interoperability research, development, test and evaluation projects and programs. The Contractor shall help the Government program manager identify potential problems areas within projects and/or programs, assist in the identification of impact and recommend corrective action to the appropriate Government Program manager. The Contractor shall use Government Furnished Information (GFI) to develop responses to data calls. A Risk Management Report shall be submitted IAW CDRL A005.

(b) Prepare plans and milestone charts depicting short, medium, and long-term program plans for the overall effort and for subsets applicable to specific development, test and fleet support phases of a particular aircraft, ship, aircraft modification, ship modification or equipment subset. Assist in determination of risk to program cost, schedule and performance, and provide written reports IAW CDRLs A005 & A007.

(c) Produce, update and maintain viewgraphs, slides, charts and handout materials for briefings and reviews related to SAIL associated programs and projects. Submit IAW CDRL A005.

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(d) Support the Government in the review of Government furnished reports, Test and Evaluation Master Plans (TEMP), test plans, program documents, schedules, briefing materials, and other pertinent documents. Review comments shall be provided IAW CDRL A005.

(e) Construct and maintain a master schedule for special purpose RDT&E or fleet evolutions, such as missile shots, self protection system T&E, and surface/aviation T&E, where a complex set of RDT&E or major range assets are utilized. Submit IAW CDRL A007.

(f) Plan and implement schedules for RDT&E assets identified in program or test plans applicable to SAIL related activities, in accordance with applicable Government instructions and policies. Submit IAW CDRL A007

3.10 ADMINISTRATIVE SERVICES

The contractor shall provide clerical and administrative support associated with the contractor's efforts to perform the tasks identified in this PBSOW.

Specifically, the Contractor shall provide administrative services as delineated below:

(a) Develop plans to attain short and long-term goals applicable to development and utilization of the SAIL and relating to integration of the SAIL facility with other laboratory and range assets. Details regarding a specific goal shall be provided to the Contractor as GFI. The Contractor shall address how identified goals could be met technically, availability of needed equipment or software, availability of existing contract vehicles maintained by the Navy or other Government agencies, sources and potential sources of funding and other issues identified by the Government. The Contractor shall use these analyses along with standard industry analytical methods to generate strategic business plans to enhance the SAIL mission. Similar analyses may be requested in support of SAIL related platforms. Results of these studies and the Contractors recommendations shall be submitted in a technical report. IAW CDRL A005.

(b) Attend meetings with Government personnel and prepare meeting minutes as requested/required. Submit minutes and copies of presentations IAW CDRL A009.

(c) Organize and maintain reference data files that contain all technical and administrative data applicable to SAIL related efforts. These files shall be located within the Government spaces and shall be accessible twenty four hours a day, seven days a week. The Contractor shall maintain two sets of program files. The Contractor shall report the status of file maintenance, including problems and recommendations for improving file maintenance procedures IAW CDRL A002.

(d) Provide administrative support that shall include copying, reception, and word processing duties.

(e) Prepare interim and final technical reports. Reports shall be delivered for review by NAVAIRWARCENACDIV. The Contractor shall incorporate identified changes prior to reporting deadlines. Reports shall be edited by the contractor for technical accuracy, for compliance with the prescribed format and grammatical accuracy. Submit IAW CDRL A005.

3.11 RAPID TECHNOLOGY TRANSITION AND IRREGULAR WARFARE

This functional area consists of applying the engineering and scientific disciplines to perform technical analysis of, technically support development of, emerging technologies and the research, development, test, evaluation and rapid transition to the Fleet community. Engineering efforts and programming required to implement systems integration in support of irregular warfare the confronting of irregular challenges and the systems, sub-systems, and components utilizing computers, electronics, and software. Planning, designing, testing, integrating, supporting, and delivering systems and components are the inherent activities of this functional area. Commercial Off-The-Shelf (COTS) solutions and product modifications which are incidental to the overall support service efforts are considered with the

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scope of this functional area. Generally, the ability of the SAIL to respond to Fleet Urgent Needs Statements (UNS), Joint Operational Urgent Needs (JUONS), and support the warfighter forward deployed in confronting irregular challenges are covered under this functional area.

Specifically, the Contractor shall provide rapid technology transition and irregular warfare services as delineated below:

(a) Provide engineering design services to develop and maintain classified, unclassified, and multi-level security systems, sub-systems and components based on the requirements of the SAIL, and the Department of Defense. This includes engineering for the integration of GOTS/COTS targeting, sensor, data fusion, and communication systems. Design results will be reported IAW CDRL A005

(b) Develop and/or modify GOTS/COTS products that conform to the needs of the project/program and delivery those products in a scheduled shortened environment. Services include analysis, design planning, designing, testing, integrating, and supporting currently fielded systems, and interfacing them with state of the art emerging technologies in support of irregular warfare efforts. Acceptance of systems will be based on successful testing at the Contractor's or Government's test facility. These acceptance tests will be conducted according to Contractor generated functional, interface, and system level test procedures. Prior to the delivery of systems or modifications to systems to the Government, the Contractor shall conduct functional and interface tests with other platforms and/or products as required. The procedures and test results shall be approved by the Government. A report of test results will be delivered IAW CDRL A008.

(c) Provide engineering services for the integration and support of irregular warfare exercises, and rapid technology transition efforts. Services include the planning, design, test, evaluation and installation of hardware and software components potentially integrating existing Government systems with Commercial technologies.

3.12 SPECIFICATIONS

The Contractor shall assist the preparation or modification as required of the following specifications:

- (a) System/Subsystem Specifications
- (b) Initial Capability Documents, Capability Development Documents, Capability Production Documents and Joint Capability Documents.
- (c) Interface Design Specifications and Interface Control Documents
- (d) System Design Documents
- (e) System Specification Documents
- (f) Software Requirements Specifications
- (g) Interface Requirements Specifications
- (h) Interface Exchange Requirements
- (i) Software Design Description
- (j) Test Plans, Test Procedures, Test Descriptions and Test Reports
- (k) Interface Design Description
- (l) Technical Reports

3.12 DELIVERABLE DOCUMENTATION

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The Contractor shall submit to the appropriate Project Engineer (PE) via the COR all the respective deliverable documentation. The deliverable documents shall be provided in electronic form as listed in the applicable CDRL.

DELIVERY OF DATA

Description CDRL and Delivery Date

3.12.1 Funds Status Report A001	Monthly
3.12.2 Progress Status Report A002	Monthly
3.12.3 Final Report A003 Performance	15 Business Days after Yearly T.O. Period of
3.12.4 Technical Data Package A004	As Required
3.12.5 Technical Report A005	As Required
3.12.6 Technical Drawings A006	As Required
3.12.7 Program/Project Schedule A007	As Required
3.12.8 Software Products A008	As Required
3.12.9 Trip/Meeting Report A009	5 Business Days after Event
3.12.10 Requisition Status Report A010	Monthly
3.12.11 OPSEC CDRL A011	90 days after award (Draft) 45 days after Government approval (Final)
3.12.12 Incurred Cost CDRL A012	Monthly w/ invoice

3.13 SECURITY REQUIREMENTS

The majority of the work will only require a SECRET clearance but based on mission requirements a TOP SECRET clearance may be needed. When this occurs a DD 254 will be prepared for the individual needing the higher level clearance (TOP SECRET) on a case by basis. The Contractor shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing delivery orders under this contract. When applicable, a DD Form 254 will be prepared by the ordering activity and issued with the delivery order. Contractors shall provide personnel that have requisite clearances to work under this contract.

4.0 TRAVEL

Contractor personnel shall travel as required when necessary to provide needed tasks through off-site meetings, training, conferences, design, installation, integration, maintenance, or system test and to support field experiments, tests, evaluations, or events. As part of this travel, Contractor personnel may be required to travel within the Continental United States (CONUS), Outside the Continental United States (OCOUS), or serve onboard ships and/or aircraft for extended periods of time. All travel shall be performed in accordance with the provisions of the most current Joint and Federal Travel Regulations. Upon completion of each travel, the Contractor shall submit a trip report detailing the Contractors contribution to the meeting/work and related that contribution to the progress of a particular task. Trip Reports shall be submitted IAW CDRL A009.

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5.0 PLACE OF PERFORMANCE

The place of performance will be on-site at NAWCAD SAIL Laboratory, Patuxent River, off-site at the Contractor's facility, Fleet Concentration Areas, Naval Shipyards and other Government and Contractor sites as required by the Government. During the performance of tasks under this contract, the Contractor personnel may be required to commute between NAWCAD Patuxent River and the Contractor's facility. The Contractor will be required to attend meetings at various NAWCAD Patuxent River facilities.

6.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/INFORMATION

All Government furnished equipment and material will be specified in the individual Task Orders. All Government furnished equipment, material or information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Task Order Contracting Officer, except as required for the specific performance of tasks under this contract.

7.0 TRANSMISSION OF INFORMATION, DOCUMENTS OR EQUIPMENT

All work produced under this contract shall become the property of the U.S. Government. No information, documents, or equipment shall be released to other parties by the Contractor without the approval of the COR

or the Contracting Officer.

8.0 PERSONNEL QUALIFICATIONS

Engineers, technicians, operators and other personnel may be required to work outside standard working hours in support of SAIL related project workloads. Total hours worked per individual will be no more than 40 hour work week unless authorized by the Government COR. Unless otherwise approved by the COR, Contractor personnel shall be available for full-time support of this contract.

Maintenance technicians shall be required to move heavy loads and traverse up and down the 163' high shipboard mast installed at SAIL in performance of their duties. Personnel must have the appropriate training and qualifications necessary to perform this work. The contractor shall establish and maintain a fall protection program, and provide authorized fall protection end users on site at the SAIL, and designate a qualified person to supervise the fall protection program. Established safety policies and procedures must be adhered to rigidly, reviewed and updated as required.

9.0 LABOR QUALIFICATIONS

LABOR CATEGORY	SECURITY LEVEL	DAYS WITHIN ISSUANCE OF TASK ORDER
Program Manager*	S	60
Management Analyst	S	60
Configuration Manager	S	60
Networking Specialist	S	60
Senior Systems Engineer*	S	60
Systems Engineer*	S	60
Junior Engineer	S	60
Senior Systems Analyst*	S	60
Systems Analyst	S	60
Senior Engineering Technician	S	60
Engineering Technician	S	60
Junior Engineering Technician	S	60

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Program Analyst*	S	60
Senior Weapons System Specialist*	S	60
Weapons System Specialist	S	60
Logistics Specialist	S	60
Logistics Assistant	S	60
Draftsman	S	60
Administrative Assistant	S	60

* Designates Key Categories

Labor Category Qualifications:

PROGRAM MANAGER (KEY)

Functions: Acts as the lead engineer and manager for the contracted effort with overall corporate responsibility for contract oversight and execution. Directly provides oversight for contract or technical issue resolution and actions. Interfaces and routinely communicates with the government leadership team to ensure that appropriate performance and oversight responsibilities for the contract with regard to cost, schedule and reporting are completed as required. Directly supervises program operations by developing technical and management procedures and controls, planning and directing project execution, monitoring, and reporting progress. Plans the acquisition and directs the employment of program resources. Manages and controls financial and administrative aspects of the program with respect to contract requirements.

Education: A Bachelor of Science degree in an engineering, scientific, or technical discipline from an accredited college or university (postgraduate degree is desired). In lieu of a degree, 10 years of relevant experience in support of project management in the aircraft test and evaluation field may be substituted.

Experience: A minimum of seven years experience in Department of Defense (DoD) aviation (Naval aviation is preferred); at least five years of this experience is to be in aircraft and weapons systems development test and evaluation programs. Of the seven years experience, the position requires at least three years of experience at a supervisory level including work in the development of program control and management procedures, and control of various financial and administrative requirements within contract and corporate limitations. Experience with the Naval Air Warfare Center Aircraft Division (NAWCAD) structure and operations testing requirements, or similar experience, is highly desired.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

SENIOR SYSTEMS ENGINEER (KEY)

Functions: Independently applies engineering principles to investigate, analyze, plan, design, develop, implement, test and evaluate aircraft and aircraft related systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Directly applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Assignments may involve complex test and evaluation of hardware and software related to engineering or functional requirements of military weapon systems. Manages engineering resources and acts as engineering team leader, developing engineering procedures and controls, managing project efforts, and taking the lead in problem resolution. Directly interfaces with system or program contractors, vendors, and Government representatives regarding the technical aspects of engineering programs and projects.

Education: A Bachelor of Science (postgraduate degree desired) degree in engineering or a related discipline, such as physics, mathematics or computer science from an accredited college or university.

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Experience: A minimum of seven years practical experience in the engineering field. Of the seven years, at least five must be in the area of development, test and evaluation of naval shipboard and aircraft systems and subsystems. A minimum of four years experience as a team leader or supervisor performing engineering management functions is required.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

SYSTEMS ENGINEER (KEY)

Functions: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test and evaluate aircraft and aircraft related systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Directly applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Assignments may involve complex test and evaluation of hardware and software related to engineering or functional requirements of military weapon systems and associated support systems. Directly interfaces with system or program contractors, vendors, and Government representatives regarding the technical aspects of engineering programs and projects.

Education: A Bachelor of Science degree in engineering, engineering technology or a related discipline, such as physics, mathematics or computer science from an accredited college or university.

Experience: A minimum of four years practical experience in the engineering field. Of the four years, a minimum of two years experience must be in the area of development, test and evaluation of naval shipboard and aircraft or weapon systems.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

JUNIOR ENGINEER

Functions: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapon system. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Directly applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Assignments may involve test and evaluation of hardware and software related to engineering or functional requirements of military weapon systems and associated support systems.

Education: A Bachelor of Science degree in engineering, engineering technology or a related discipline, such as physics, mathematics or computer science from an accredited college or university.

Experience: A minimum of one year practical experience in the engineering field.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

SENIOR ENGINEERING TECHNICIAN

Functions: Applies engineering techniques and principles to develop, design, modify, install, test, evaluate or operate electrical, electronic, surface ship combat systems, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or facilities. Provides for the maintenance, repair, inspection, and troubleshooting of system equipment or components. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data and results. Manages engineering resources and acts as a team leader, developing engineering procedures and controls, managing project efforts, and taking the lead in problem resolution.

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Education: High school graduate or equivalency certification. Successful completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or successful completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

Experience: A minimum of seven years experience in the area of aircraft and weapon systems, hardware, instrumentation, or software development. Of the seven years, a minimum of four years must have been as a team leader or supervisor performing management functions.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

ENGINEERING TECHNICIAN

Functions: Applies engineering techniques and principles to develop, design, modify, install, test, evaluate or operate electrical, electronic, surface ship combat systems, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or facilities. Provides for the maintenance, repair, inspection, and troubleshooting of system equipment or components. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data and results.

Education: High school graduate or equivalency certification. Successful completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or successful completion of at least 15 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

Experience: A minimum of four years of experience in the area of aircraft and weapon systems, hardware, instrumentation, or software development.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

JUNIOR ENGINEERING TECHNICIAN

Functions: With guidance, applies engineering techniques and principles to develop, design, modify, install, test, evaluate or operate electrical, electronic, surface ship combat systems, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or facilities. Provides for the maintenance, repair, inspection, and troubleshooting of system equipment or components. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data and results.

Education: High school graduation or equivalency certification. Successful completion of a technical school, trade school, or advanced armed services technical school curriculum or course of study in electricity, electronics, avionics, mechanics, armaments/ordnance or engineering technology; or successful completion of at least six semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

Experience: A minimum of one year experience in the area of aircraft and weapon systems, hardware, instrumentation, or software development. Ability to meet flight qualifications as a project specialist in accordance with NAVTESTWINGLANTINST 3710.1 (series) may be required.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

SENIOR WEAPONS SYSTEM SPECIALIST (KEY)

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Functions: Independently applies engineering principles to investigate, analyze, plan, develop, implement, test and evaluate systems on current or proposed military weapon systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Directly performs engineering functions such as system integration, integration testing, Manages resources and acts as a team leader, developing procedures and controls, managing project efforts, and taking the lead in problem resolution.

Education: A Bachelor's degree from an accredited college or university. In lieu of a degree, 10 years of relevant experience may be substituted.

Experience: A minimum of six years experience in conducting laboratory research or laboratory analyses in the area of shipboard, aircraft and weapon systems, hardware, instrumentation, or software integration, test, evaluation and development. Of the six years, a minimum of three years shall have consisted of test and evaluation involving military shipboard aircraft systems or subsystems. Additionally, of the six years, a minimum of two years must have been as a team leader or supervisor performing management functions.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

WEAPONS SYSTEMS SPECIALIST

Functions: Independently applies engineering principles to investigate, analyze, plan, develop, implement, test and evaluate systems on current or proposed military weapon systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Directly performs engineering functions such as system integration, integration testing, and resource management.

Education: An Associate's degree from an accredited college or university. In lieu of a degree, five years of relevant experience may be substituted.

Experience: A minimum of two years experience in conducting laboratory research or laboratory analyses in the area of shipboard, aircraft and weapon systems, hardware, instrumentation, or software integration, test, evaluation and development. Of the two years, a minimum of one year shall have consisted of test and evaluation involving military shipboard and aircraft systems or subsystems.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

SENIOR SYSTEMS ANALYST (KEY)

Functions: Applies knowledge of analytical methodologies, management principles, hardware and software systems structures and operation, and surface ship and aircraft systems or requirements to solve project problems. Addresses scientific, engineering or business objectives and interfaces with project teams to address project objectives. Independently uses mathematical and programmatic approaches to define, plan, organize, design, develop, modify, test, and integrate systems. Directly researches unconventional applications for designing and developing new methodologies, modifications, or adaptations of standardized techniques. Directly develops project plans, guidelines, and controls. May manage and supervise contractor personnel providing this function.

Education: A Bachelor's degree in computer science, information systems management, mathematics, operations research, statistics, or engineering from an accredited college or university. In lieu of a degree, 12 years of relevant engineering and acquisition experience may be substituted.

Experience: A minimum of six years experience in project support in the aircraft test and evaluation field. Of the six years, a minimum of three years must have been as a team lead or supervisor.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

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SYSTEMS ANALYST

Functions: Applies knowledge of analytical methodologies, concepts and technique, mathematics, and methods of statistical analysis to develop and apply solutions to engineering, scientific, or business problems. Directly uses mathematical, statistical, and scientific logic to identify conceptual or theoretical solutions to problems of hardware and software system design and operation. Analyzes and formulates functional specifications, interfaces, and data requirements for assigned projects.

Education: A Bachelor's degree in computer science, information systems management, mathematics, operations research, statistics, or engineering from an accredited college or university. In lieu of a degree, six years of relevant engineering and acquisition experience may be substituted.

Experience: A minimum of three years experience in project support in the aircraft test and evaluation field.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

DRAFTSMAN

Functions: Applies knowledge and skill in drafting methods, procedures, and techniques to illustrate or depict scientific or technical subjects and equipment. Develops and prepares technical drawings and illustrations of structural, mechanical, or electrical equipment, systems, and assemblies. Develops and produces assembly and component drawings, exploded views, schematic diagrams, and lettering for publications, charts, posters, or exhibits. Uses required style and format for illustrations. As depicted in illustrations, may be required to compute weights, loads, dimensions, or material quantities.

Education: High school graduate or equivalency certification, plus completion of a high school, trade or technical school, undergraduate or military school course of study in drafting, mechanical drawing, or engineering drawing.

Experience: A minimum of three years experience performing the foregoing functions. Of the three years, a minimum of one year experience must be in aircraft weapons systems, subsystems, components, engineering illustration, layouts, visual aids, and preparing illustrations for technical publications.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

NETWORKING SPECIALIST

Functions: Applies knowledge of computer networking methodologies and technologies, information management principles, automated data processing functions, hardware and software system's structures and operation, and computer programming languages and techniques to solve automation problems. Supports project test efforts through the development, maintenance, trouble shooting, and modification of computer systems architectures. Provides system networking, hardware and software requirements analysis related to specific project needs.

Education: An Associate's degree in computer science, information systems management, mathematics, operations research, statistics, or engineering from an accredited college or university. In lieu of a degree, four years of practical experience in computer support in the aircraft test and evaluation field may be substituted.

Experience: A minimum of two years experience performing the foregoing functions.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

MANAGEMENT ANALYST

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Functions: Applies knowledge of management functions, processes, and analytical methods or techniques to gather, analyze, and evaluate information required by program or project managers. Draws conclusions and devises solutions to problems relating to improvement of management effectiveness, organizational structure, work methods and procedures, efficiency, and resource requirements, utilization or control. Develops and drafts program or project milestone, progress monitoring, financial, acquisition, quality control, maintenance, or training documentation. Directly contributes to work measurement studies, program or project operations efficiency reviews, cost studies, or workload change impact analyses. Relies upon and uses automated management information systems in performing fact-finding, analytical, and advisory functions.

Education: A Bachelor's degree in mathematics, statistics, business or management discipline such as business administration, accounting, finance, economics, or management information technology. In lieu of a degree, six years of relevant experience may be substituted.

Experience: A minimum of three years experience in performing the foregoing functions.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

ADMINISTRATIVE ASSISTANT

Functions: Performs administrative functions for technical and management level personnel. Directly applies knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Reports on matters related to program progress and status documentation, budget, finance, property accounting, and personnel management. Technical reports and papers, test plans, and other program documentation are produced in final format from rough notes or drafts. Applies familiarity with specialized and technical terminology to proofread and correct spelling, grammar and phraseology. Provides support to personnel with regards to NAVAIR administrative policies and procedures such as travel, security and visitor control programs. Familiar with desktop computers, word processing programs, common spreadsheet and accounting software. May manage and supervise administrative aspects of the contractor's operations.

Education: High school graduate or equivalency certification.

Experience: A minimum of four years administrative experience that includes office management and operation of personal computers and related office equipment. Four years experience using Microsoft Office applications.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

CONFIGURATION MANAGER

Functions: Shall control the technical (hardware and software) configurations of laboratory or project assets by applying configuration management processes for documentation, change control management, reconfiguration, base lining, and other relevant processes. Supports the various Configuration Control Boards, supports the Quality Control functions, and supports the production workflow of the SAIL facility.

Education: High school diploma or equivalent certificate.

Experience: A minimum of five years of experience with software or hardware configuration control of technical development or fabrication projects. At least 3 of the 5 years of experience shall be with computer-based configuration management tools. At least 3 of the 5 years of experience shall be in support of shipboard and/or aviation projects.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

LOGISTICS SPECIALIST

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Functions: Shall conduct administrative and record keeping aspects of the acquisition of material items, control inventory, and manage SAIL procurements. Applies knowledge of the acquisition system, regulations, SAIL Systems Engineering Processes, and the NAVAIR procurement process in the ordering, tracking, reporting, receiving and inventorying of material orders and other acquisitions for projects related to research, development, test and evaluation. Performs duties to support the development of software and hardware computer systems, shipboard and aircraft communications, sensors, weapons systems, laboratory upgrades, and spare parts. Performs functions in accordance with the SAIL Systems Engineering Process, SAIL Procurement Standards and Procedures, SAIL Shipping and Receiving Standards and Procedures and SAIL Lab Standards, Guidelines, Checklists, and Procedures.

Education: High school diploma or equivalent certificate.

Experience: A total of at least 5 years of acquisition experience exhibiting the foregoing functions. At least 4 of the 5 years experience shall be in parts acquisition support for research, development, test and evaluation projects.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

LOGISTICS ASSISTANT

Functions: Shall assist the Logistics Specialist in the administrative and record keeping aspects of the acquisition of material items, control inventory, and management of SAIL procurements. Applies knowledge SAIL procurement process in the ordering, tracking, reporting, receiving and inventorying of material orders and other acquisitions for projects related to research, development, test and evaluation. Performs functions in accordance with SAIL Procurement Standards and Procedures, SAIL Shipping and Receiving Standards and Procedures and SAIL Lab Standards, Guidelines, Checklists, and Procedures.

Education: High school diploma or equivalent certificate.

Experience: A total of at least 1 year of acquisition experience exhibiting the foregoing functions.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

PROGRAM ANALYST (KEY)

Functions: Performs program management, technical or business analysis. Provides program analysis support and has knowledge of Department of Defense (DoD) systems acquisitions in the technical or program area specified in task orders. Participates as a member of and/or supports the specified SAIL and/or Program Office Integrated Product Teams (IPT); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to shipboard and aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures relative to case management, case closure, financial planning and tracking of commitments, obligations and expenditures. Familiar with SECNAV, OPNAV, and OSD forms relates to requisitions, Contract Requirements Data Lists (CDRL), DD 254s, and procurement requests. Utilizes written and oral communication skills commensurate with technical role.

Education: Bachelor's degree from an accredited college or university or eight years of experience directly relating to program analysis can substitute for the Bachelors degree.

Experience: A total of at least six years of professional experience in program management, technical, or business analysis discipline; and at least three of the six years must be related to the technical efforts supporting major aircraft, shipboard and weapons systems component development.

Security Clearance: Ability to obtain a Secret clearance (Top Secret on case by case basis)

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10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at:

<https://doncmra.nmci.navy.mil>."

11.0 Incurred Cost and Progress Reporting

In order to support invoice reviews conducted as part of proper surveillance, the contractor shall report incurred cost and progress in accordance with NAVAIR Clause 5252.232-9529 "Incurred Cost and Progress Reporting for Services", CDRL A012 and Task Order Attachment 6.

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SECTION D PACKAGING AND MARKING

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

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

Item 4001, 6001 and Option Items 7101, 7201, 7301, 7401, 9101, 9201, 9301, 9401 - Packaging and marking are not applicable to these items.

Item 4003, 6002 - 6006 and Option Items 7103, 7203, 7303, 7403, 9102 - 9106, 9202 - 9206, 9302 - 9306, and 9402 - 9406 - Packaging and marking shall be in accordance with the best commercial practice.

Items 4002 and Option Items 7102, 7202, 7302, 7402 - The data to be furnished hereunder shall be packaged and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

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.

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

Clauses specified in Section E of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Items 4001, 4003, 6001 - 6006 and Option Items

7101,7103,7201,7203,7301,7303,7401,7403,9101-9106, 9201 - 9206, 9301 - 9306, and 9401 - 9406 -

Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of terms and conditions, in accordance with the Quality Assurance Surveillance Plan (QASP) attached to the task order.

Item 4002 and Option Items 7102, 7202, 7302 and 7402 - inspection and acceptance shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL). Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of DD form 1423.

<u>CLIN</u>	<u>Description</u>	<u>Contract Year</u>	<u>Inspection At</u>	<u>Inspection By</u>	<u>Acceptance At</u>
All CLINS Government	Various	Entire POP	Destination	Government	Destination

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

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

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

(b) Name: [REDACTED]
Activity: [REDACTED]
Address: 22894 Cedar Point Road
Building 2641
Patuxent River, MD 20670
Phone: (301) 342-[REDACTED]

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

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the designated Government representative will provide continuous escort service for the contractor's representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	4/15/2014 - 4/14/2015
4002	4/15/2014 - 4/14/2015
4003	4/15/2014 - 4/14/2015
6001	4/15/2014 - 4/14/2015
6002	4/15/2014 - 4/14/2015
6003	4/15/2014 - 4/14/2015
7101	4/15/2015 - 4/14/2016
7102	4/15/2015 - 4/14/2016
7103	4/15/2015 - 3/14/2016
7201	4/15/2016 - 4/14/2017
7202	4/15/2016 - 4/14/2017
7301	4/15/2017 - 4/14/2018
7302	4/15/2017 - 4/14/2018
9101	4/15/2015 - 4/14/2016
9102	4/15/2015 - 4/14/2016
9103	4/15/2015 - 4/14/2016
9104	4/15/2015 - 4/14/2016
9105	4/15/2015 - 4/14/2016
9106	4/15/2015 - 4/14/2016
9201	4/15/2016 - 4/14/2017
9203	4/15/2016 - 4/14/2017
9301	4/15/2017 - 4/14/2018
9303	4/15/2017 - 4/14/2018

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

6004	4/15/2014 - 4/14/2015
6005	4/15/2014 - 4/14/2015
6006	4/15/2014 - 4/14/2015
7203	4/15/2016 - 4/14/2017
7303	4/15/2017 - 4/14/2018
7401	4/15/2018 - 4/14/2019
7402	4/15/2018 - 4/14/2019
7403	4/15/2018 - 4/14/2019
9202	4/15/2016 - 4/14/2017
9204	4/15/2016 - 4/14/2017
9205	4/15/2016 - 4/14/2017

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9206	4/15/2016 - 4/14/2017
9302	4/15/2017 - 4/14/2018
9304	4/15/2017 - 4/14/2018
9305	4/15/2017 - 4/14/2018
9306	4/15/2017 - 4/14/2018
9401	4/15/2018 - 4/14/2019
9402	4/15/2018 - 4/14/2019
9403	4/15/2018 - 4/14/2019
9404	4/15/2018 - 4/14/2019
9405	4/15/2018 - 4/14/2019
9406	4/15/2018 - 4/14/2019

Services to be performed hereunder will be provided at:

PLACES OF PERFORMANCE

<u>Place of Performance</u>	<u>Estimated Percentage of Work</u>
Patuxent River, MD	80%
Other Sites	20%

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

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

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
TBD	TBD	TBD

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

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

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

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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) N/A

(2) N/A

(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:

██████████
22894 Cedar Point Road, Bldg 2641
Patuxent River, MD 20670

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SECTION G CONTRACT ADMINISTRATION DATA

Clauses specified in Section G of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

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.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

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

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

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

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

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

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

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

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party

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payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

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

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

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

(a) The Contracting Officer has designated/appointed Ms. Jessica Sarratt as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties: See Attachment 1

(b) The effective period of the COR designation/appointment is the term of the task order.

5252.232-9104 ALLOTMENT OF FUNDS (NAVSEA) (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	Est. Period of Performance
[REDACTED]			

(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 costs of performance of fully funded CLINs/SLINs.

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FUNDING PROFILE

Total CPFF Funds This Action Previous Funding Total Funds Obligated Balance Unfunded

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

Costs in support of services for OPNAV are considered unallowable and therefore will not be subject to reimbursement by the government.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: TBD or as delineated by Procuring Contracting Officer (PCO) correspondence.

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

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s) (contracting officer check all that apply)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)

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<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)


DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	N00421
Admin DODAAC	S0107A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N00421
Service Acceptor DODAAC	N00421
Service Approver DODAAC	N00421
Ship To DODAAC	N00421
DCAA Auditor DODAAC	S0107A
Inspection Location	N00421
Acceptance Location	N00421

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

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

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
 @navy.mil

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

(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).

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“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).

_____ 2-in-1 _____

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

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

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

_____ SEE SECTION E _____

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00421
Admin DoDAAC	S0107A
Inspect By DoDAAC	N00421

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Ship To Code	N00421
Ship From Code	
Mark For Code	N00421
Service Approver (DoDAAC)	N00421
Service Acceptor (DoDAAC)	N00421
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	S0107A
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule"

if multiple ship to/acceptance locations apply, or "Not applicable.")

(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.

_____@navy.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

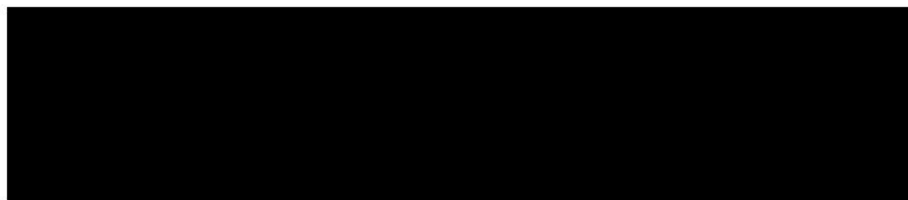
(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

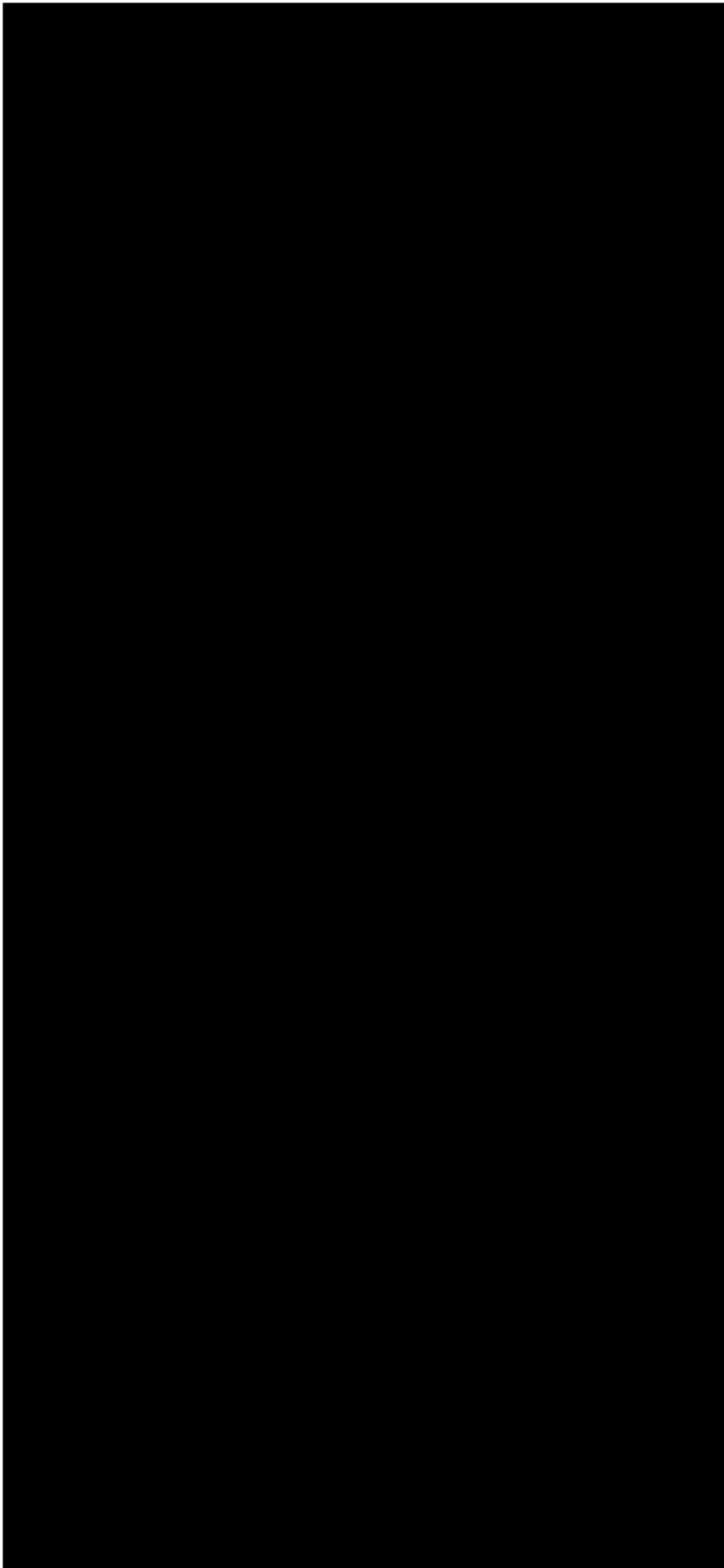
Accounting Data



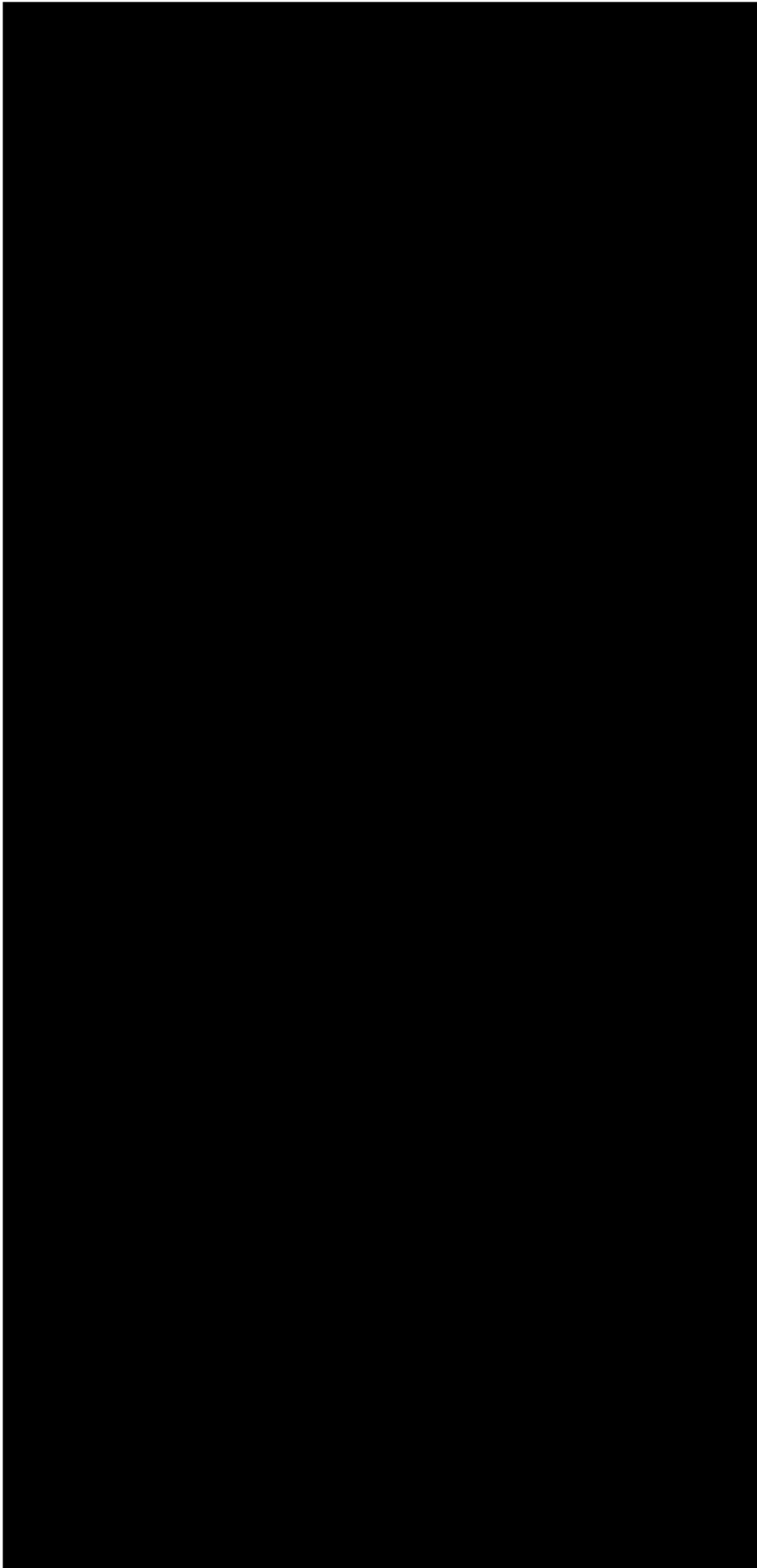
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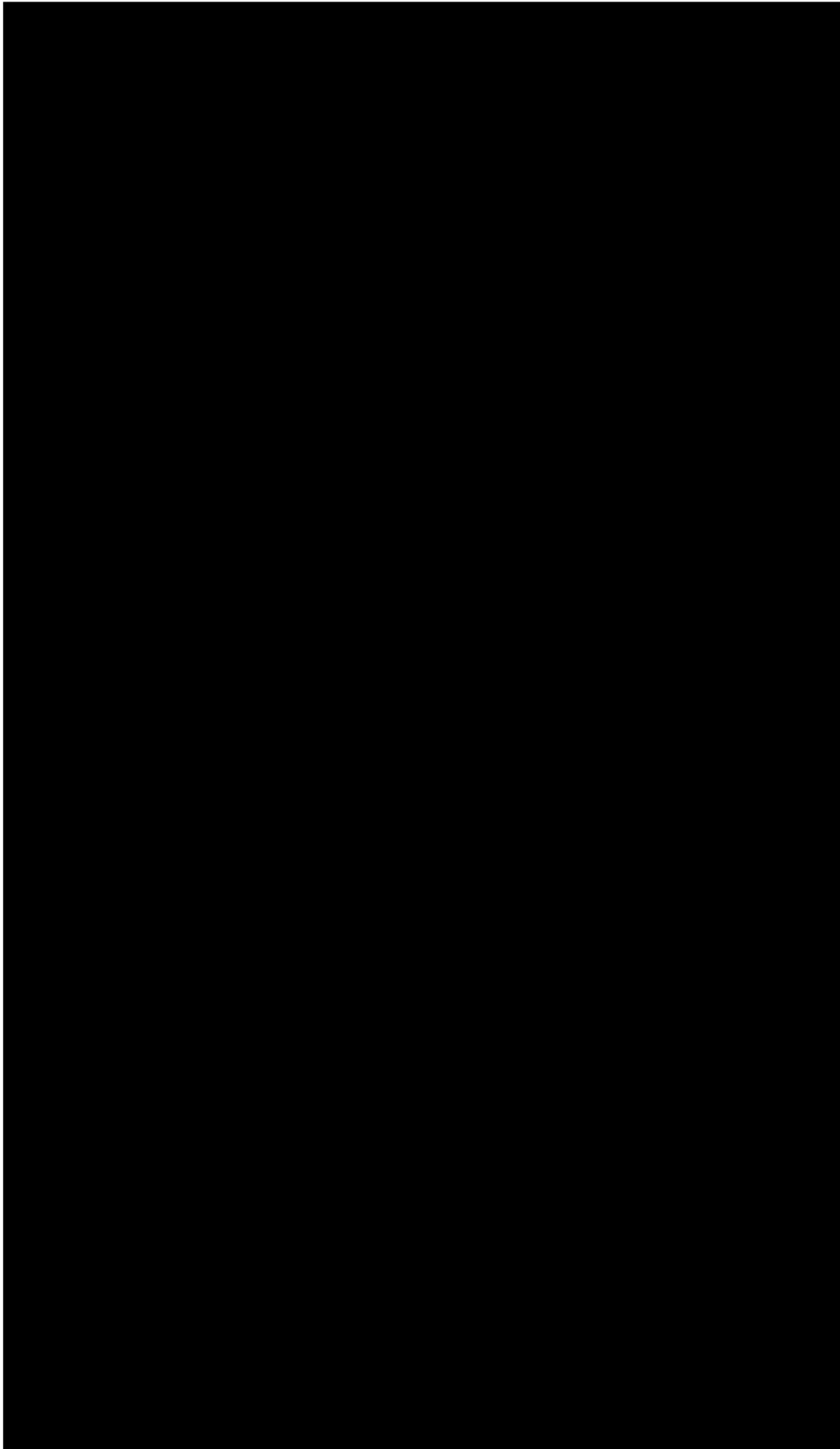
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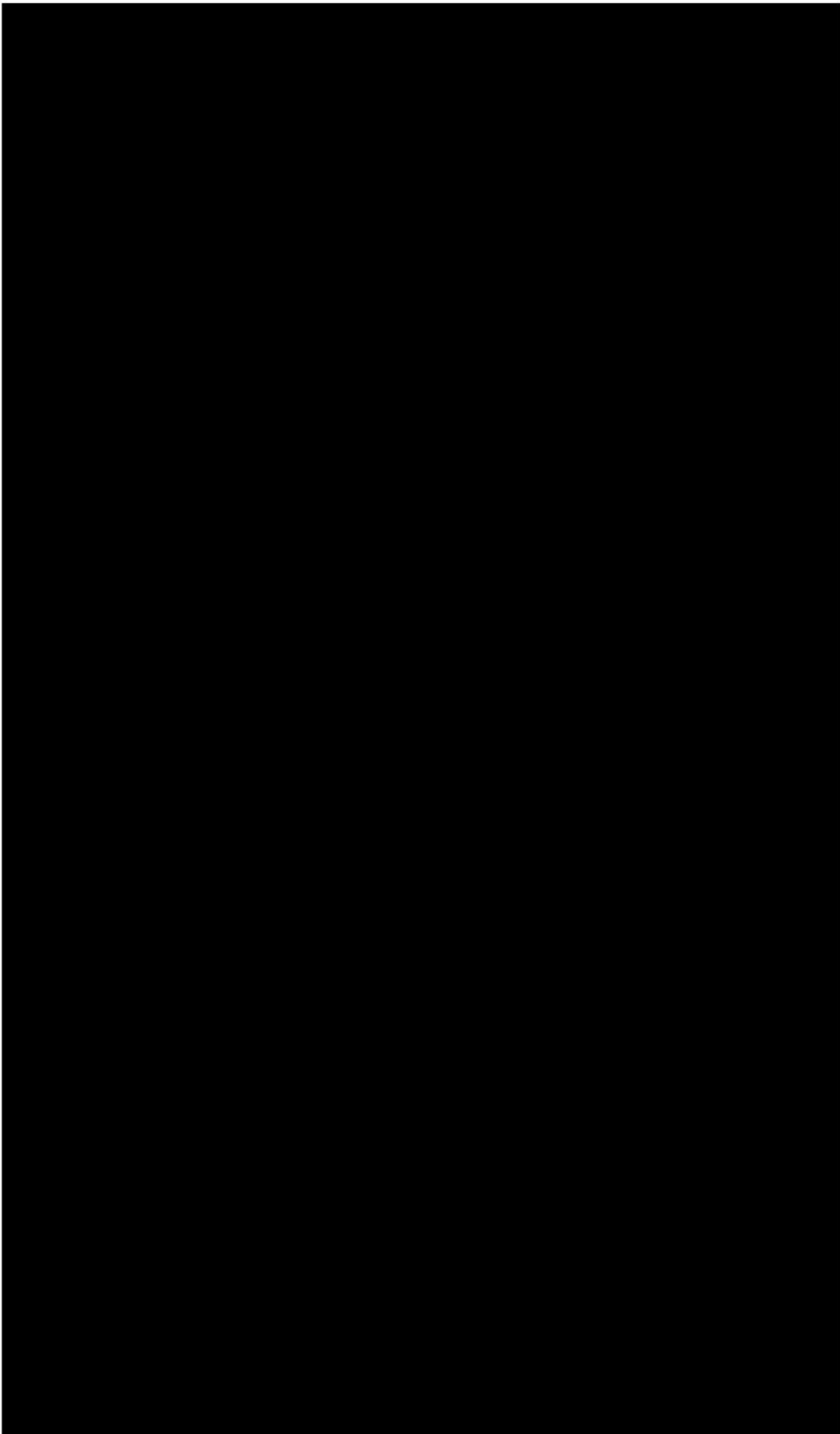
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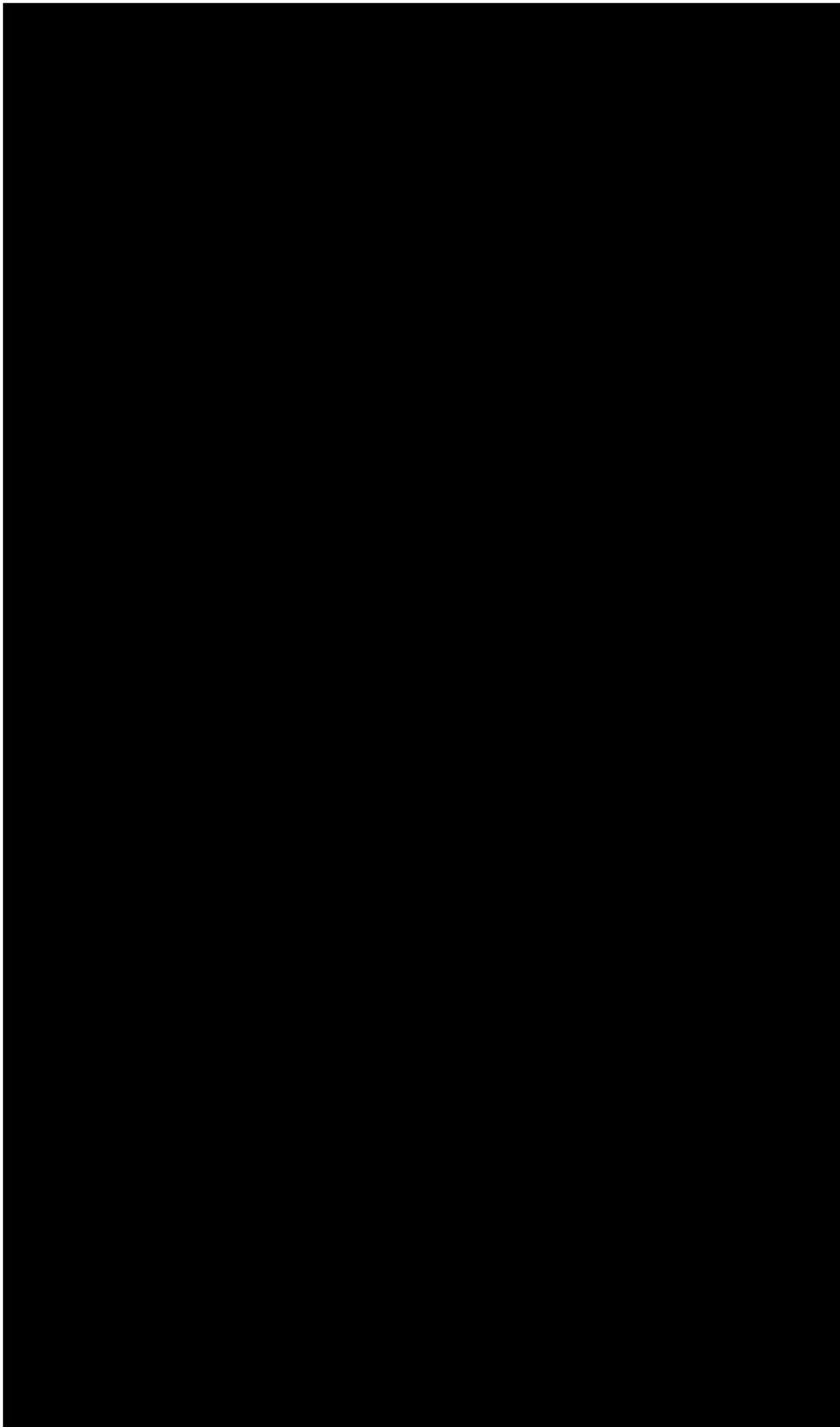
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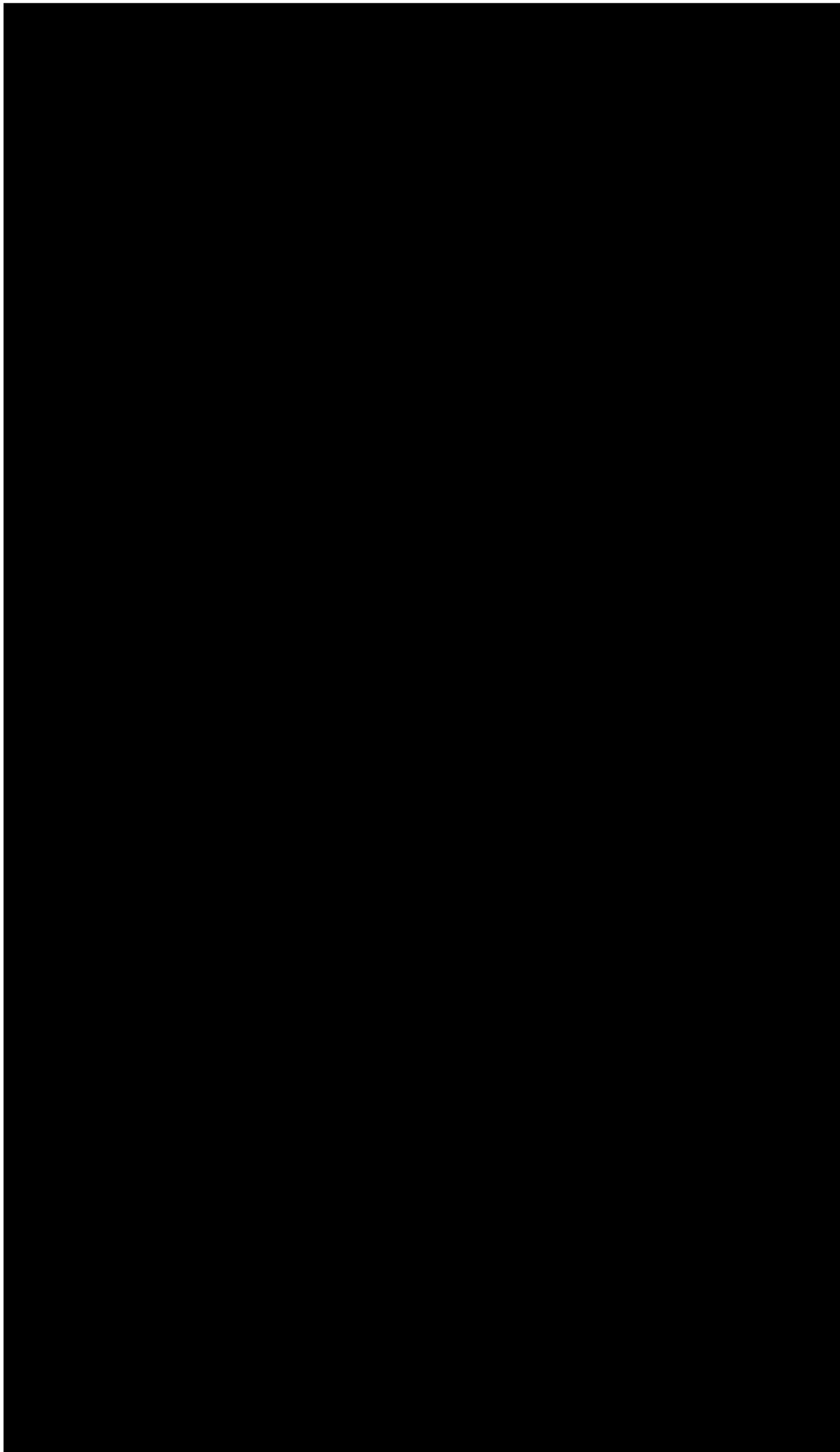
CONTRACT NO. N00178-05-D-4663	DELIVERY ORDER NO. N00178-05-D-4663-M809	AMENDMENT/MODIFICATION NO. 39	PAGE 52 of 108	FINAL
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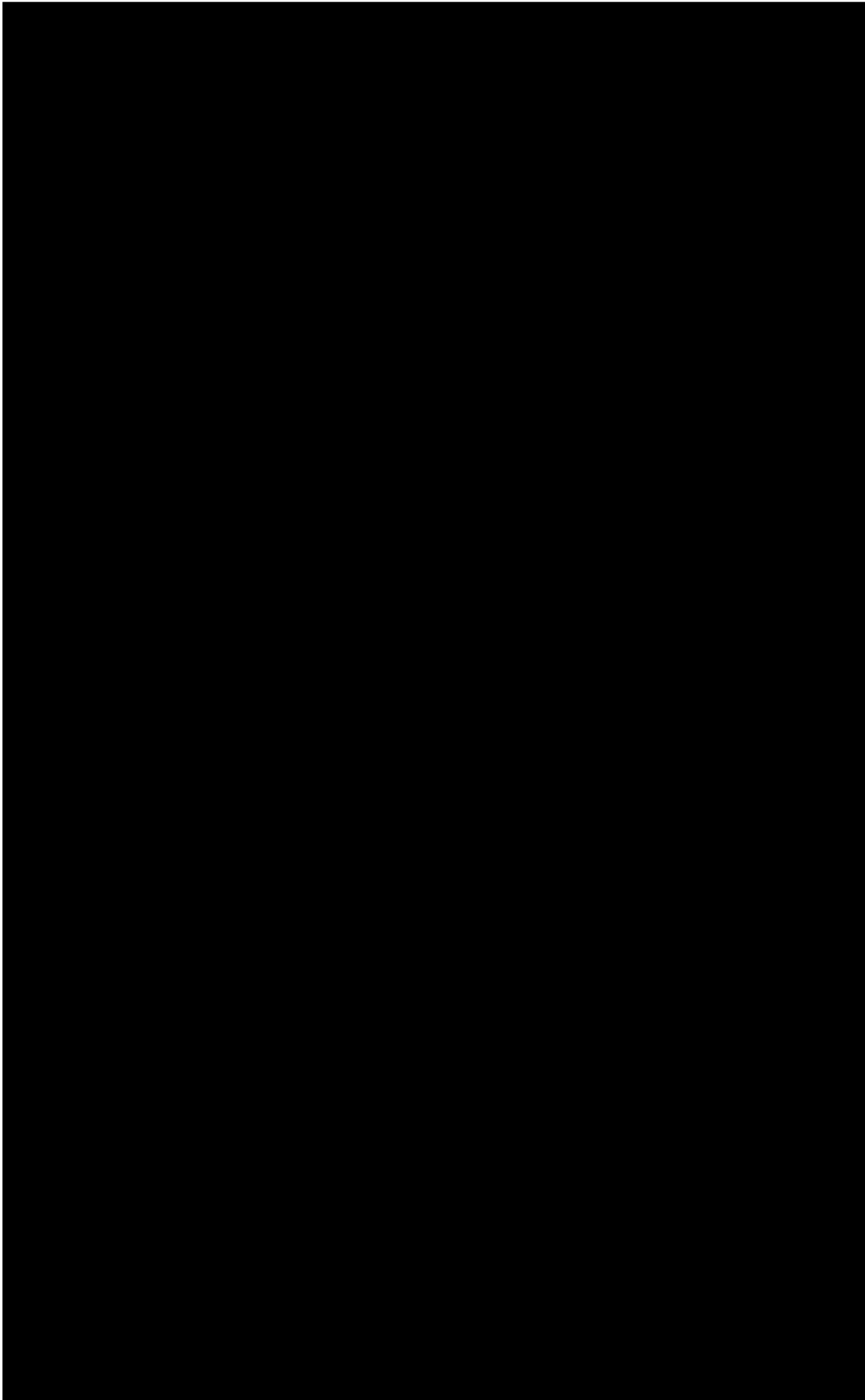
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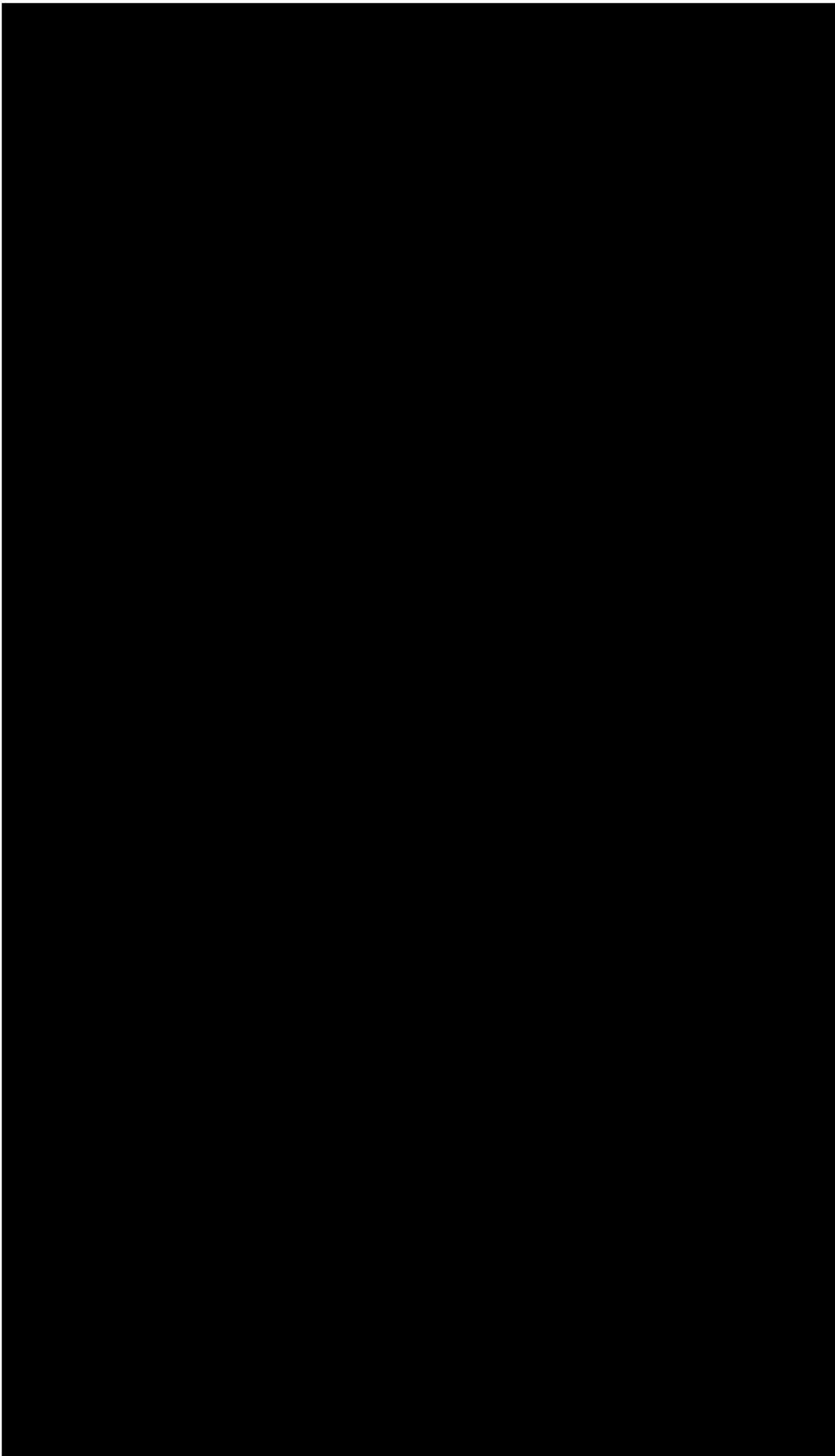
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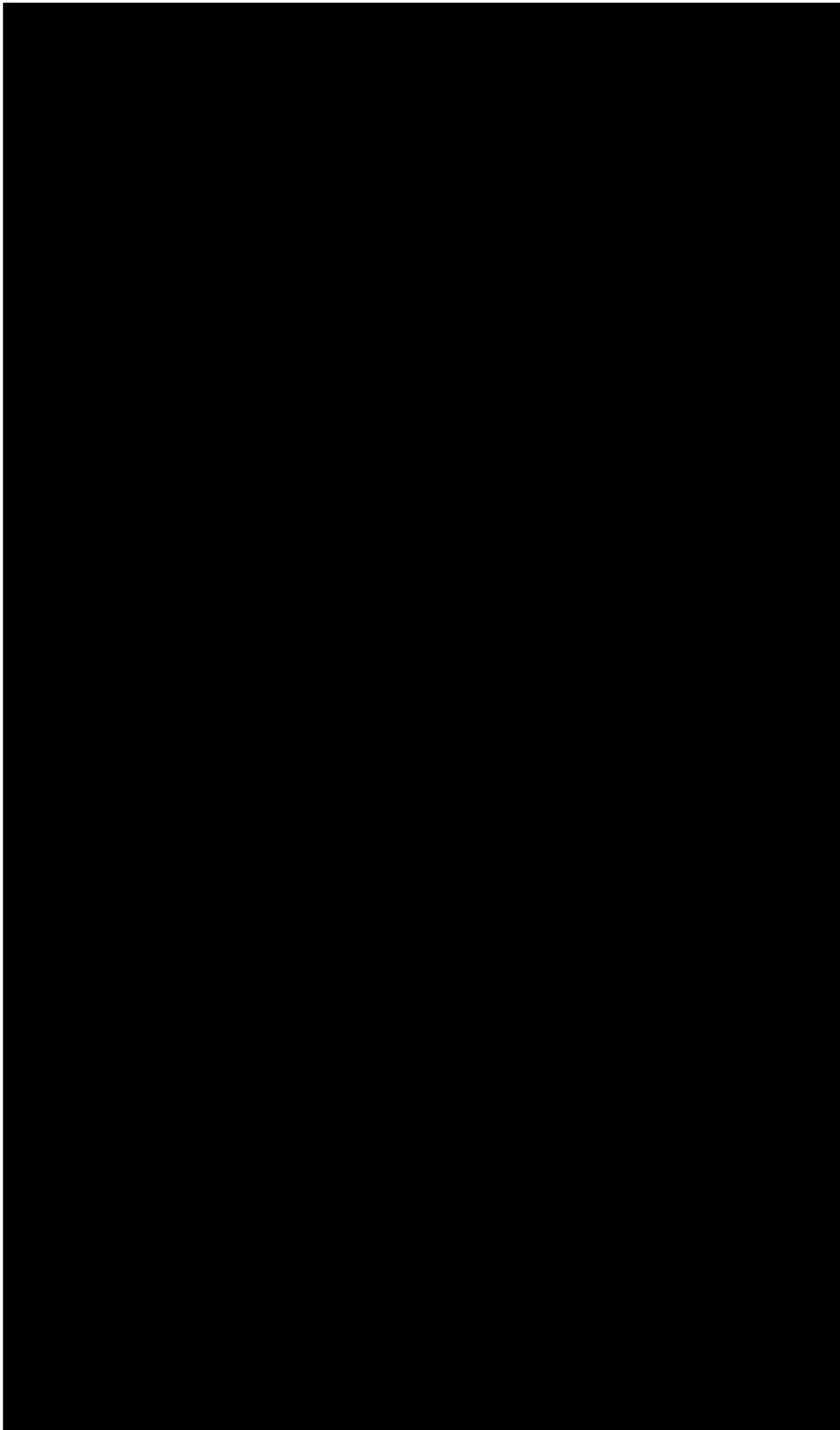
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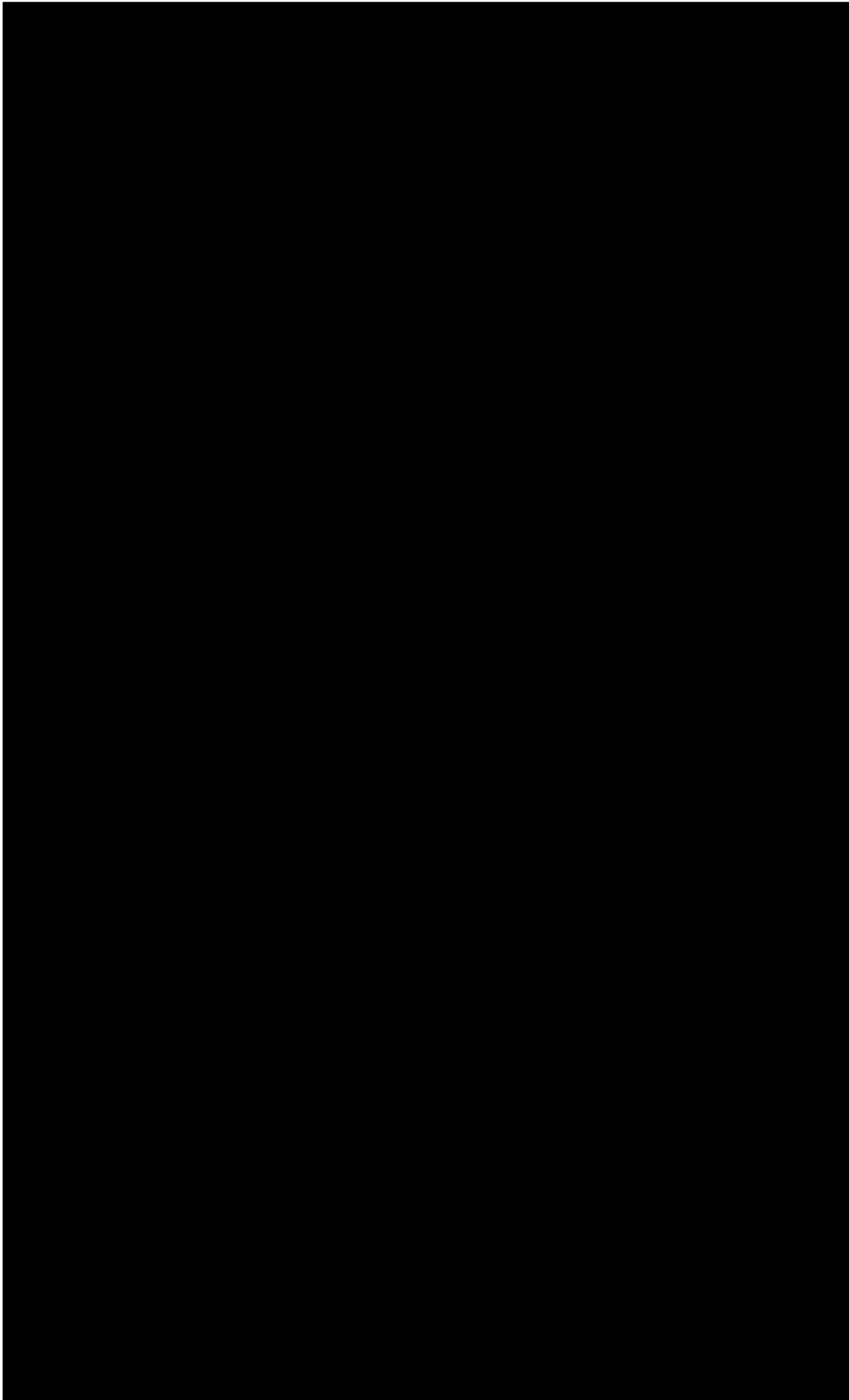
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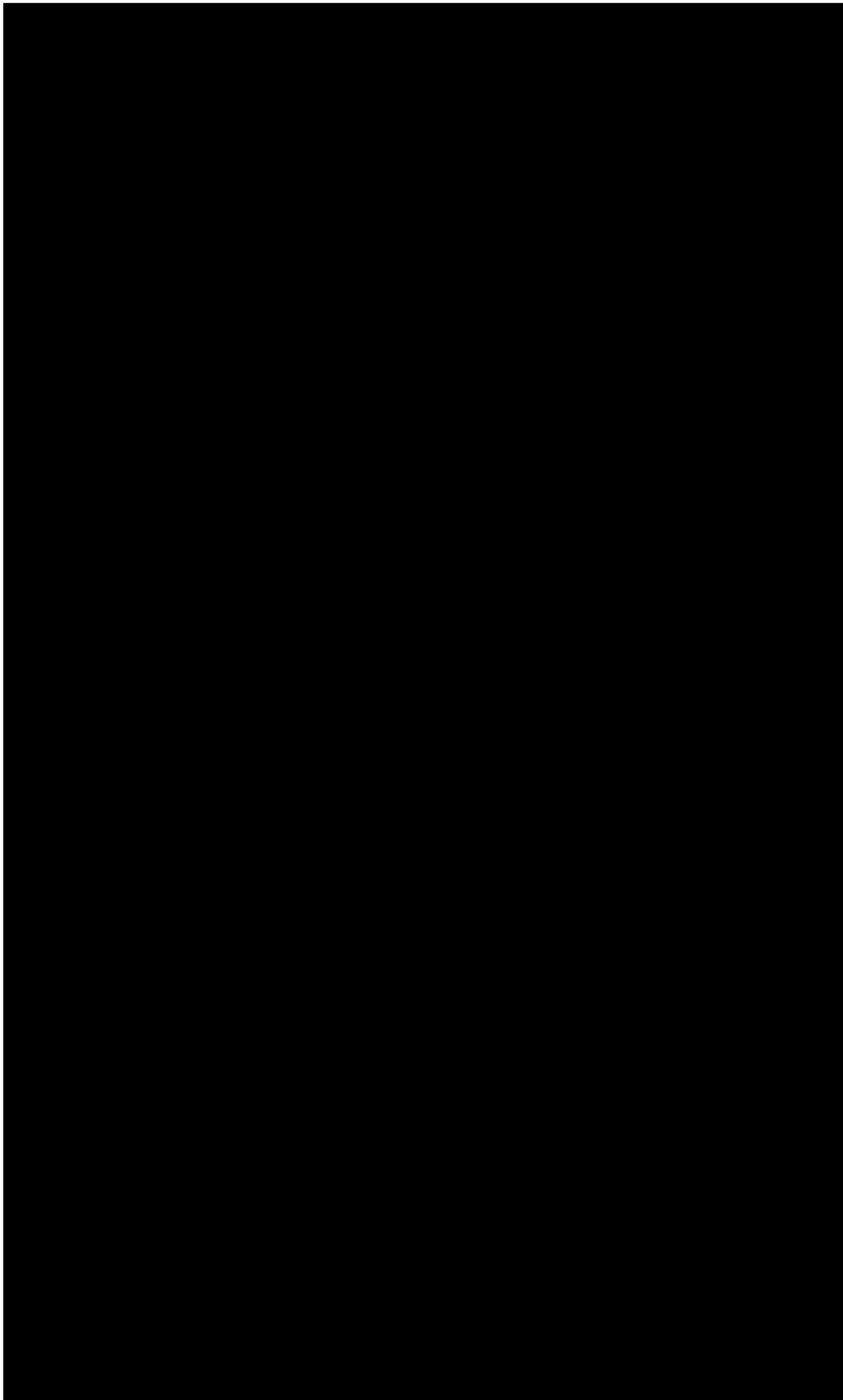
CONTRACT NO. N00178-05-D-4663	DELIVERY ORDER NO. N00178-05-D-4663-M809	AMENDMENT/MODIFICATION NO. 39	PAGE 57 of 108	FINAL
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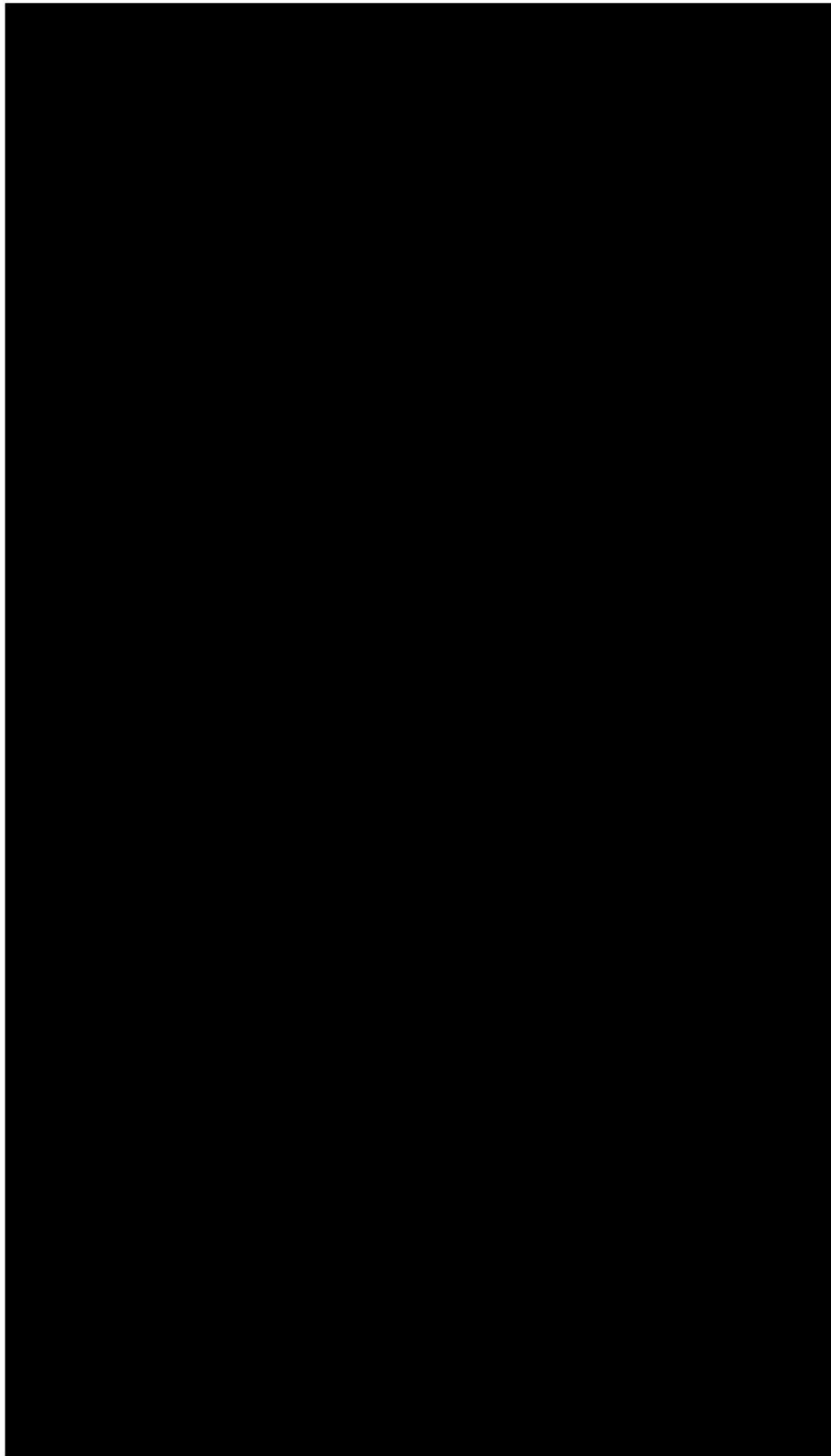
CONTRACT NO. N00178-05-D-4663	DELIVERY ORDER NO. N00178-05-D-4663-M809	AMENDMENT/MODIFICATION NO. 39	PAGE 58 of 108	FINAL
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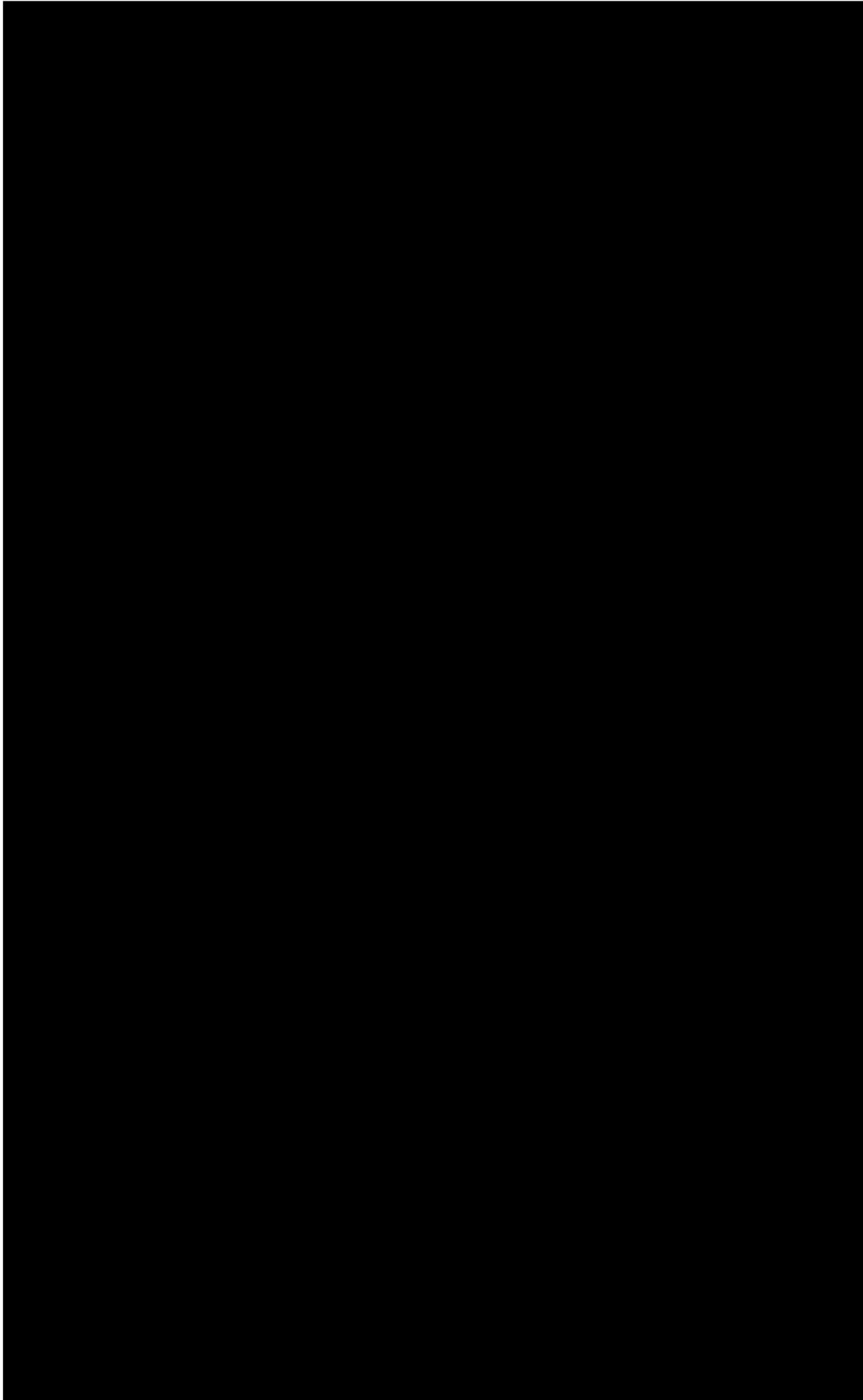
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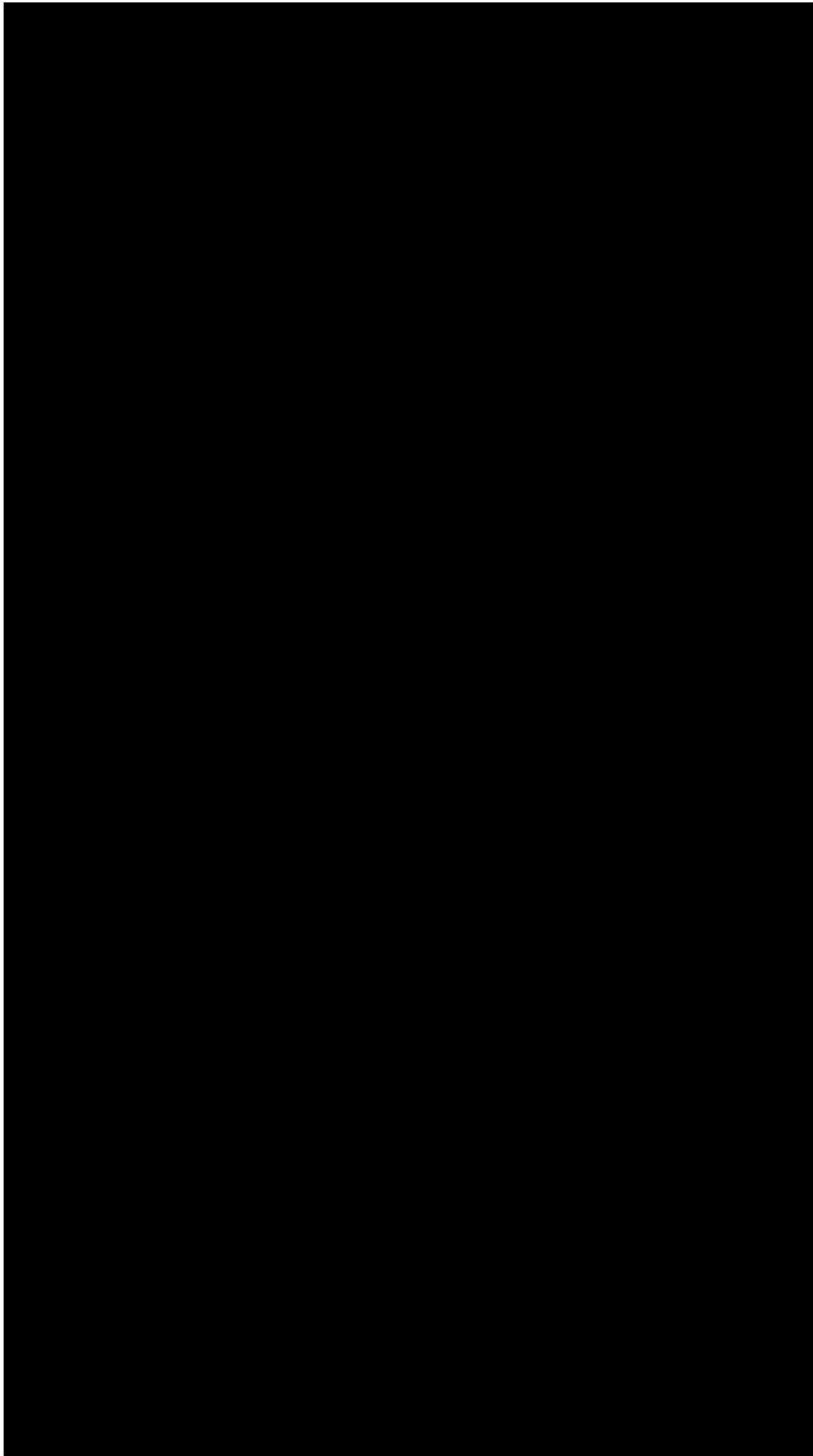
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SECTION H SPECIAL CONTRACT REQUIREMENTS

Clauses specified in Section H of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

252.209-9510 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 Sikorski Aircraft Corporation and the Boeing Company. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

(2) "Non-developmental items" as defined in FAR 2.101.

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

(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

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systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

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

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

☐ (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))

☐ (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 is established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

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

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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)

[] (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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DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

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

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

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

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

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

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

(a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:

- (1) The services being acquired are highly unique or specialized;
 - (2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or
 - (3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.
- (b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall

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include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.

(d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel: Charles Buskey, 47076 Liljencrantz Road, Building 435, Patuxent River, MD 20670

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TM

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

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

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

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

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

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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.

(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

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shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

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

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

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

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

5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR)(DEC 2012)

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A012. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A012. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment [insert appropriate contract attachment number] shall be utilized as required herein and attached to the report.

(a) Incurred Costs:

(1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment 6.

(2) Labor: Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if

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applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment 6. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) Other Direct Costs (ODCs), including Travel and Material: Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 6. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Saving Clause."

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

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

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

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

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

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

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

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

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

· NAVAIR Clause 5252.237-9503 Ordering Procedures for Navy Marine Corps Intranet (NMCI) are hereby suspended from use under this contract/order effective 1 October 2015.

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

(b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.

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

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with Attachment 3 in Section J.

(e) See Attachment 3 in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.

(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment 3 in Section J.

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5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (MAY 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

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

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

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

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

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

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

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

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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 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:

Lakeeta Young-Hill, PCO - AIR 2.5.1.6
 Naval Air Warfare Center Aircraft Division
 22473 Millstone Road, Building 505
 Patuxent River, MD 20670
 301-342-2937
lakeeta.young-hill@navy.mil

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5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)

- NAVAIR Clause 5252.245-9500 Government Property for the Performance of this Contract (May 2013) – Paragraph (a)(2) is updated as follows:

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

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

Nomenclature/ Description	Part/Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost	
NMCI Services provided for off-site contractors – As noted in the Navy NET System. (The list specific to the order/contract can be obtained by the COR from the designated NMCI POC or AIR 7.2.)							

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

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

TBD

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

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

TBD

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

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

TBD

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

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

TBD

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

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

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

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

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 [REDACTED] 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 (to be identified at the task order level) 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

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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, or other time and effort

which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a

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breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional ?main office?worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alt ernative worksite plan. *

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

H.20 DATA RIGHTS

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d).

The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach

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to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order.

For each background invention, the list shall identify:

- (a) patent or pending patent application number;
- (b) title of the patent or pending patent application;
- (c) issue date of the patent, or filing date of the pending patent application;
- (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
- (e) the nature of the Contractor's right, title or interest in the background invention;
- (f) if the Government or any third part has any right, title or interest in the background invention; and
- (g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

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SECTION I CONTRACT CLAUSES

Clauses specific in Section I of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

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

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

52.216-8 Fixed Fee (JUN 2011)

52.219-8 Utilization of Small Business Concerns (May 2011)

52.219-9 ALT II Small Business Subcontracting Plan (OCT 2001)

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

52.245-9 - Use and Charges

252.245-7002 - Reporting Loss of Government Property

252.245-7003 - Contractor Property Management System

252.245-7004 - Reporting, Reutilization, and Disposal

252.211-7007 - Reporting of Government-Furnished Property

52.222-50 Combating Trafficking in Persons

52.251-1 Government Supply Sources

252.242-7005 Contractor Business Systems

(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 would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month 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

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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. No. 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 required the disclosure of classified information.

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

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

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

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

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

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) 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 instruction 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.

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(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 <https://www.fhrs.gov>, if—

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

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

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

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

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

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

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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.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S)	LATEST OPTION EXERCISE DATE
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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

(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):

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

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

(2) *Government purpose rights.*

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

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

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

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

(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

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described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

(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

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scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

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

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

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

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

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

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

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

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

Date _____
Printed Name and Title _____

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Signature

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

LIMITED RIGHTS

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Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) ____.

Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

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

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

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only 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

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and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, 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.

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(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 software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the

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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.

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

- (i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and
- (ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter

the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify

as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and

mean the Government's rights to—

- (i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;
- (ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
- (iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
- (iv) Modify computer software provided that the Government may—

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

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

(B) Not release or disclose the modified software except as provided in

paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(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

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

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

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

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

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

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

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

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

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

(16) "Unlimited rights" means rights to use, modify, reproduce, release,

perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

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

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

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (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

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subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

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

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

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

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

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

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

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

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

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

(3) Restricted rights.

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

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

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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

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

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

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

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

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

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

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

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

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

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

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

Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting

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With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

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

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

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

****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.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

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(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and

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identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software. The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

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

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

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(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

Clauses specific in Section I of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order.

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Contracting Officer's Representative (COR) Designation Letter (As referenced in: Section G, NAVAIR Clause 5252.201-9501)

Attachment 2: Quality Assurance Surveillance Plan (QASP)

Attachment 3: NAVAIR Processes and Procedures for Direct Funded Contractors (DFC) Requiring NMCI Access (As referenced in: Section H, NAVAIR Clause 5252.237-9503)

Attachment 4: NAWCTSD Form 4330/60 (As referenced in: Section E, NAVAIR Clause 5252.246-9514)

Attachment 5: Signed DD254 Security Classification Form

Attachment 6: Incurred Cost and Progress Reporting

Attachment 7: Wyle Subcontracting Plan

Exhibit A: Contract Data Requirements List (A001 - A012)

[REDACTED]