

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE 1		OF 2		PAGES	
2. AMENDMENT/MODIFICATION NUMBER 99			3. EFFECTIVE DATE 03/01/2022		4. REQUISITION/PURCHASE REQUISITION NUMBER 1300405595-0004			5. PROJECT NUMBER (If applicable) N/A			
6. ISSUED BY NAVAIR Weapons Division 429 East Bowen Road Stop 4015 China Lake, CA 93555-6108			CODE N68936		7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES 6230 Van Nuys Boulevard Van Nuys, CA 91401			CODE S0512A		SCD C	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) GBL Systems Corporation 760 Paseo Camarillo Ave, Suite 401 Camarillo, California 93010-5933						☒ (X)		9A. AMENDMENT OF SOLICITATION NUMBER			
						☐		9B. DATED (SEE ITEM 11)			
						☒ (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-05-D-4337/GM02			
CODE 0LV19						FACILITY CODE 798269981		10B. DATED (SEE ITEM 13) 06/01/2012			

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒ (X)	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Mutual agreement of the parties

E. IMPORTANT: Contractor ☐ is not ☒ 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

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) , VP		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelley Vorpahl , Contracting Officer	
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)	15C. DATE SIGNED 03/01/2022	16B. UNITED STATES OF AMERICA /s/Kelley Vorpahl (Signature of Contracting Officer)	16C. DATE SIGNED 03/01/2022

Previous edition unusable

General Information

The purpose of this modification is to deobligate funds from CLIN 710010, ACRN DV from (b) (4) by (b) (4) to a new total of (b) (4) , as shown herein.

No LLA Changes.

The total amount of funds obligated to the task order is hereby decreased from (b) (4) by (b) (4) to (b) (4)

CLIN/SLIN	Fund Type	From	By	To
710010	RDT&E	(b) (4)	(b) (4)	(b) (4)

The total value of the task order is hereby increased/decreased from (b) (4) by \$0.00 to (b) (4)

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 117													
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-05-D-4337			2. DELIVERY ORDER/CALL NO. GM02		3. DATE OF ORDER/CALL (YYYYMMDD) 2022MAR01		4. REQUISITION/PURCH REQUEST NO. 1300405595-0004		5. PRIORITY Unrated														
6. ISSUED BY NAVAIR Weapons Division 429 East Bowen Road Stop 4015 China Lake, CA 93555-6108				7. ADMINISTERED BY (If other than 6) DCMA LOS ANGELES 6230 Van Nuys Boulevard Van Nuys, CA 91401		8. DELIVERY FOB ☐ DESTINATION ☐ OTHER <i>(See Schedule if other)</i>		CODE N68936 CODE S0512A SCD: C															
9. CONTRACTOR NAME AND ADDRESS GBL Systems Corporation 760 Paseo Camarillo Ave, Suite 401 Camarillo, CA 93010-5933				CODE 0LV19 FACILITY 798269981		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE 12. DISCOUNT TERMS Net 30 Days WAWF		11. X IF BUSINESS IS ☒ SMALL ☐ SMALL DISADVANTAGED ☐ WOMEN-OWNED															
14. SHIP TO SEE SECTION F				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381				13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G															
16. TYPE OF ORDER <table style="width: 100%; border: none;"> <tr> <td style="width: 10%; border: 1px solid black; text-align: center;">DELIVERY/ CALL</td> <td style="width: 10%; border: 1px solid black; text-align: center;">☒</td> <td style="border: none;">This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">PURCHASE</td> <td style="border: 1px solid black; text-align: center;">☐</td> <td style="border: none;">Reference your _____ furnish the following on terms specified herein.</td> </tr> </table>												DELIVERY/ CALL	☒	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.	PURCHASE	☐	Reference your _____ furnish the following on terms specified herein.						
DELIVERY/ CALL	☒	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.																					
PURCHASE	☐	Reference your _____ furnish the following on terms specified herein.																					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.																							
GBL Systems Corporation NAME OF CONTRACTOR _____ SIGNATURE _____ TYPED NAME AND TITLE _____ DATE SIGNED (YYYYMMDD) _____																							
☐ If this box is marked, supplier must sign Acceptance and return the following number of copies:																							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">18. ITEM NO.</th> <th style="width: 50%;">19. SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width: 10%;">20. QUANTITY ORDERED/ACCEPTED*</th> <th style="width: 5%;">21. UNIT</th> <th style="width: 15%;">22. UNIT PRICE</th> <th style="width: 10%;">23. AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="height: 100px; vertical-align: top;">SEE SCHEDULE</td> </tr> </tbody> </table>												18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT	SEE SCHEDULE					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT																		
SEE SCHEDULE																							
<i>*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</i>				24. UNITED STATES OF AMERICA /s/Kelley Vorpahl BY:				25. TOTAL \$34,200,349.57		26. DIFFERENCES													
27a. QUANTITY IN COLUMN 20 HAS BEEN ☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:																							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO. ☐ PARTIAL ☐ FINAL		29. D.O. VOUCHER NO.		30. INITIALS														
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			31. PAYMENT		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR														
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					☐ COMPLETE ☐ PARTIAL ☐ FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.														
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS												
41. S/R ACCOUNT NUMBER					42. S/R VOUCHER NO.																		

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	AD23	Base Year Labor for Engineering and Technical services in accordance with the PBSOW. Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
400001	AD23	PR: 1300268300 (b) (4) (deob (b) (4)) ACRN: AA (RDT&E)					
400002	AD23	PR: 1300241112 \$0.00 (deob (b) (4)) ACRN: AB (RDT&E)					
400003	AD23	PR: 1300317743 (b) (4) ACRN AC (RDT&E)					
400004	AD23	PR: 1300318594 (b) (4) ACRN AD (RDT&E)					
400005	AD23	PR: 1300241112-0002 (b) (4) ACRN AB (RDT&E)					
400006	AD23	PR: 1300329696 (b) (4) ACRN AE (RDT&E)					
400007	AD23	PR: 1300330140 (b) (4) ACRN AF (RDT&E)					
400008	AD23	PR: 1300341939 (b) (4) ACRN AG (RDT&E)					
400009	AD23	PR: 1300346859 (b) (4) ACRN AH (RDT&E)					
400010	AD23	PR: 1300346202 (b) (4) ACRN AJ (RDT&E)					
400011	AD23	PR: 1300351894 (b) (4) ACRN AK (RDT&E)					
400012	AD23	PR: 13000318594-0001 (b) (4) ACRN AD (RDT&E)					
400013	AD23	PR: 1300353351 (b) (4) ACRN AL (FMS)					
400014	AD23	PR: 1300353352 (b) (4) ACRN AM (FMS)					
400015	AD23	PR: 1300318594 (b) (4) Deob (b) (4) ACRN AD (RDT&E)					
400016	AD23	PR: 13000186756-0001 (b) (4) (deob) ACRN AN (RDT&E)					
400017	AD23	PR: 13000318594-0003 (b) (4) ACRN AD (RDT&E)					
400018	AD23	PR: 13000186756-0001 (b) (4) (deob) ACRN AN (RDT&E)					
400019	AD23	PR: 1300367639 (b) (4) ACRN AP (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400020	AD23	PR: 1300346859 (b) (4) to CLIN 6000) ACRN AH (RDT&E)					
400021	AD23	PR: 1300353351-0001 (b) (4) ACRN AL (FMS)					
400022	AD23	PR: 1300381178 (b) (4) ACRN AT (RDT&E)					
400023	AD23	PR: 1300351894-0001 (b) (4) ACRN AK (RDT&E)					
400024	AD23	PR: 1300353352-0001 (b) (4) ACRN AM (FMS)					
400025	AD23	PR: 1300384601 (b) (4) ACRN AU (RDT&E)					
400026	AD23	PR: 1300351894-0002 (b) (4) ACRN AK (RDT&E)					
400027	AD23	PR: 1300384601 (b) (4) OY1) ACRN AU (RDT&E)					
4001	AD23	Base Year: 10% increase capacity services in accordance with the PBSOW. (CPFF) (RDT&E)	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
4040	AD23	Base Year Contract Data Requirement List (CDRL) DD Form 1423. (NSP) (Fund Type - TBD)	1.00	Lot	\$0.00	\$0.00	\$0.00
4100	AD23	Option Year 1 Labor for Engineering and Technical services in accordance with the PBSOW. (CPFF) (RDT&E)	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
410001	AD23	PR: 1300384601 (b) (4) ACRN AU (RDT&E)					
410002	AD23	PR: 1300387583 (b) (4) ACRN AV (RDT&E)					
410003	AD23	PR: 1300353351-0002 (b) (4) ACRN AL (FMS)					
410004	AD23	PR: 1300353352- (b) (4) ACRN AM (FMS)					
410005	AD23	PR: 1300367639-0001 (b) (4) ACRN AP (RDT&E)					
410006	AD23	PR: 1300387461 (b) (4) ACRN AW (RDT&E)					
410007	AD23	PR: 1300381178-0002(DeOb (b) (4) (b) (4) ACRN AT (RDT&E)					
410008	AD23	PR: 1300391368 (b) (4) ACRN AX (RDT&E)					
410009	AD23	PR: 1300393257 (b) (4) ACRN AY (RDT&E)					
410010	AD23	PR: 1300395442 (b) (4) ACRN AZ (RDT&E)					
410011	AD23	PR: 1300337639-0002 (b) (4) ACRN AP (RDT&E)					
410012	AD23	PR: 1300367639-0004 (b) (4) ACRN BA (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410013	AD23	PR: 1300384601-0002 (b) (4) ACRN BB (RDT&E)					
410014	AD23	PR: 1300396829 \$0 ACRN BC Deobligated (RDT&E)					
410015	AD23	PR: 1300353351-0003 (b) (4) ACRN BD (FMS)					
410016	AD23	PR: 1300353352-0003 (b) (4) ACRN BE (FMS)					
410017	AD23	PR: 1300399540 (b) (4) ACRN BG (RDT&E)					
410018	AD23	PR: 1300401522 (b) (4) ACRN BH (RDT&E)					
410019	AD23	PR: 1300405599 (b) (4) ACRN BJ (RDT&E)					
410020	AD23	PR: 1300405595 (b) (4) ACRN BK (FMS)					
410021	AD23	PR: 1300402820 (b) (4) ACRN BL (RDT&E)					
410022	AD23	PR: 1300405596 (b) (4) ACRN BM (FMS)					
410023	AD23	PR: 1300367639-0005 (b) (4) ACRN BA (RDT&E)					
410024	AD23	PR: 1300407091 (b) (4) ACRN BP (RDT&E)					
410025	AD23	PR: 1300414607-0001 (deob (b) (4) ACRN BQ (RDT&E)					
410026	AD23	PR: 1300401522-0001 (b) (4) ACRN BH (RDT&E)					
410027	AD23	PR: 1300405599-0002 (b) (4) ACRN BJ (RDT&E)					
410028	AD23	PR: 1300405599-0001 (b) (4) ACRN BJ (RDT&E)					
410029	AD23	PR: 1300430123 (b) (4) ACRN BS (RDT&E)					
410030	AD23	PR: 1300405595-0001 (b) (4) ACRN BK (FMS)					
410031	AD23	PR: 1300443879 (b) (4) ACRN BT (FMS)					
410032	AD23	PR: 1300402820-0001 (b) (4) ACRN BL (RDT&E)					
410033	AD23	PR: 1300402820-0001 (b) (4) ACRN BL (RDT&E)					
410034	AD23	PR: 1300452655 (b) (4) ACRN: BV (RDT&E)					
4101	AD23	Option Year 1: 10% increase capacity services in accordance with the PBSOW. (CPFF) (RDT&E)	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
410101	AD23	PR: 1300452655 (b) (4) ACRN: BV (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410102	AD23	PR: 1300443879-0001 (b) (4) ACRN: BW PR: 1300443879-0002 Decrease from (b) (4) by (b) (4) . (FMS)					
410103	AD23	PR: 1300405595-0003 De-Ob (b) (4) ACRN:BX PR: 1300405595-0004 Decrease from (b) (4) to (b) (4) (FMS)					
410104	AD23	PR: 1300402820-0002 (b) (4) ACRN: BL (RDT&E)					
4140	AD23	Option Year 1 Contract Data Requirement List (CDRL) DD Form 1423. (NSP) (Fund Type - TBD) Option	1.00	Lot	\$0.00	\$0.00	\$0.00
4200	AD23	Option Year 2 Labor for Engineering and Technical services in accordance with the PBSOW. (CPFF) (RDT&E)	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
420001	AD23	PR: 1300452657 (b) (4) ACRN: BU (RDT&E)					
420002	AD23	PR: 1300455078 (b) (4) ACRN: BY (RDT&E)					
420003	AD23	PR: 1300455250 (b) (4) ACRN: CA (RDT&E)					
420004	AD23	PR: 1300430123-0001 (b) (4) ACRN: BS (RDT&E)					
420005	AD23	PR: 1300461561 (b) (4) ACRN: CB (RDT&E)					
420006	AD23	PR: 1300464351 (b) (4) ACRN: CC (RDT&E)					
420007	AD23	PR: 1300464352 (b) (4) ACRN: CD (RDT&E)					
420008	AD23	PR: 1300464353 (b) (4) ACRN: CE (RDT&E)					
420009	AD23	PR: 1300466151 (b) (4) ACRN: CF (RDT&E)					
420010	AD23	PR: 1300452655-0001 (b) (4) ACRN: BV (RDT&E)					
420011	AD23	PR: 1300405599-0003 (b) (4) ACRN: BJ (RDT&E)					
420012	AD23	PR: 1300467797 (b) (4) ACRN: CG (RDT&E)					
420013	AD23	PR: 1300464351-001 (b) (4) ACRN: CH (FMS)					
420014	AD23	PR: 1300464352-001 (b) (4) ACRN: CJ (FMS)					
420015	AD23	PR: 1300464353-0001 (b) (4) ACRN: CE (FMS)					
420016	AD23	PR: 1300467797-0001 (b) (4) ACRN: CG (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420017	AD23	PR: 1300485841 (b) (4) ACRN: CL (RDT&E)					
420018	AD23	PR: 1300464353-0002 (b) (4) ACRN: CE (FMS)					
420019	AD23	PR: 1300484742 (b) (4) ACRN: CM (FMS)					
420020	AD23	PR: 1300497485 (b) (4) ACRN: CN (RDT&E)					
420021	AD23	PR: 1300502259 (b) (4) ACRN: CQ (RDT&E)					
420022	AD23	PR: 1300502260 (b) (4) ACRN: CR (RDT&E)					
420023	AD23	PR: 1300464351-0002 (b) (4) ACRN: CH (FMS)					
420024	AD23	PR: 1300502686 (b) (4) ACRN: CS (FMS)					
420025	AD23	PR: 1300464352-0002 (b) (4) ACRN: CT (FMS)					
420026	AD23	PR: 1300504512 (b) (4) ACRN: CU (FMS)					
420027	AD23	PR: 1300467797-0003 (b) (4) ACRN: CP (RDT&E)					
420028	AD23	PR: 1300485841-0001 (b) (4) ACRN: CV (RDT&E)					
420029	AD23	PR: 1300515325 (b) (4) ACRN: CW (O&M)					
420030	AD23	PR: 1300521590 (b) (4) ACRN: CX (RDDA)					
420031	AD23	PR: 1300467797-0004 (b) (4) ACRN: CP (RDT&E)					
420032	AD23	PR: 1300464353-0005 (b) (4) (b) (4) ACRN: CY (FMS)					
420033	AD23	PR: 1300485841-0002 (b) (4) ACRN: CV (RDT&E)					
420034	AD23	PR: 1300504512-0001 (b) (4) ACRN: CU (FMS)					
4201	AD23	Option Year 2: 10% increase capacity services in accordance with the PBSOW. (CPFF) (RDT&E)	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
420101	AD23	PR: 1300464352-0003 (b) (4) ACRN: CT (FMS)					
420102	AD23	PR: 1300464351-0003 (b) (4) ACRN: CH PR: 1300464351-0004 Decrease from (b) (4) by (b) (4). (FMS)					
420103	AD23	PR: 1300485841-0002 (b) (4) ACRN: CV (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420104	AD23	PR: 1300530183 (b) (4) ACRN: CZ PR: 1300530183-0001 Decrease from (b) (4) to (b) (4) (FMS)					
420105	AD23	PR: 1300504512-0002 (b) (4) ACRN:CU (FMS)					
4240	AD23	Option Year 2 Contract Data Requirement List (CDRL) DD Form 1423. (NSP) (Fund Type - TBD) Option	1.00	Lot	\$0.00	\$0.00	\$0.00

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	AD23	Base Year ODCs in support of CLIN 4000. Cost Reimbursement (No Fee). (RDT&E)	1.00	Lot	(b) (4)
600001	AD23	PR: 1300268300 \$0.00 (deob (b) (4) ACRN: AA (RDT&E)			
600002	AD23	PR: 1300241112 \$0.00 (deob (b) (4) ACRN: AB (RDT&E)			
600003	AD23	PR:1300318594 (b) (4) ACRN: AD (RDT&E)			
600004	AD23	PR: 1300329696 (b) (4) ACRN: AE (RDT&E)			
600005	AD23	PR: 1300353351 (b) (4) ACRN: AL (FMS)			
600006	AD23	PR: 1300318594 (b) (4) ACRN: AD (RDT&E)			
600007	AD23	PR: 1300318594-0003 (b) (4) Deob) (b) (4) ACRN: AD (RDT&E)			
600008	AD23	PR: 1300346859 (b) (4) ACRN: AH (RDT&E)			
600009	AD23	PR: 1300374797 (b) (4) ACRN:AQ (RDT&E)			
600010	AD23	PR: 1300346859-0002 (b) (4) ACRN: AR (RDT&E)			
600011	AD23	PR: 1300378257 (b) (4) ACRN:AS (RDT&E)			
600012	AD23	PR: 1300381178 (b) (4) ACRN: AT (RDT&E)			
600013	AD23	PR: 1300346859-0003 (b) (4) ACRN: AH (RDT&E)			
6001	AD23	Base Year ODCs: 10% increased capacity in support of CLIN 4001. Cost Reimbursement (No Fee). Decreased ceiling from (b) (4) to \$0.00 and moved available ceiling of (b) (4) to CLIN 9101. (RDT&E)	1.00	Lot	\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	AD23	Option Year 1 ODCs in support of CLIN 4100. Cost Reimbursement (No Fee). (RDT&E)	1.00	Lot	(b) (4)
610001	AD23	PR: 1300387583 (b) (4) ACRN AV (RDT&E)			
610002	AD23	PR: 1300353352-0002 (b) (4) ACRN AM (FMS)			
610003	AD23	PR: 1300391368 (b) (4) ACRN AX (RDT&E)			
610004	AD23	PR: 1300393257 (b) (4) ACRN AY (RDT&E)			
610005	AD23	PR: 1300353352-0003 (b) (4) ACRN BF (FMS)			
610006	AD23	PR: 1300405598 (b) (4) ACRN BN (RDT&E)			
610007	AD23	PR: 1300405596 (b) (4) ACRN BM (FMS)			
610008	AD23	PR: 1300407091 (b) (4) ACRN BP (RDT&E)			
610010	AD23	PR: 1300405598-0001 (b) (4) ACRN BN (RDT&E)			
610011	AD23	PR: 1300425040 (b) (4) ACRN BR (RDT&E)			
610012	AD23	PR: 1300452655 (b) (4) ACRN BV (RDT&E)			
6101	AD23	Option Year 1 ODCs: 10% increased capacity in support of CLIN 4101. Cost Reimbursement (No Fee). Decreased ceiling from (b) (4) by (b) (4) (b) (4) and moved available ceiling of (b) (4) to CLIN 9101. (RDT&E)	1.00	Lot	(b) (4)
610101	AD23	PR: 1300405598-0001 (b) (4) ACRN BN (RDT&E)			
610102	AD23	PR: 1300405599-0001 (b) (4) ACRN BJ (RDT&E)			
6200	AD23	Option Year 2 ODCs in support of CLIN 4200. Cost Reimbursement (No Fee). Decreased ceiling from (b) (4) by (b) (4) and moved available ceiling of (b) (4) to CLIN 9101. (RDT&E)	1.00	Lot	(b) (4)
620001	AD23	PR: 1300452657 (b) (4) ACRN: BU (RDT&E)			
620002	AD23	PR: 1300455079 (b) (4) ACRN: BZ (RDT&E)			
620003	AD23	PR: 1300430123-0001 (b) (4) ACRN: BS (RDT&E)			
620004	AD23	PR: 1300461561 (b) (4) ACRN: CB (RDT&E)			
620005	AD23	PR: 1300464353-0003 De-Ob (b) (4) ACRN: CE (RDT&E)			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620006	AD23	PR: 1300467797 (b) (4) ACRN: CG (RDT&E)			
620007	AD23	PR: 1300476873 (b) (4) ACRN: CK (RDT&E)			
620008	AD23	PR: 1300485841 (b) (4) ACRN: CL (RDT&E)			
620009	AD23	PR: 1300467797-0002 (b) (4) ACRN: CP (RDT&E)			
620010	AD23	PR: 1300467797-0003 (b) (4) ACRN: CP (RDT&E)			
620011	AD23	PR: 1300467797-0004 (b) (4) ACRN: CP (RDT&E)			
6201	AD23	Option Year 2 ODCs: 10% increased capacity in support of CLIN 4201. Cost Reimbursement (No Fee). Decreased ceiling from (b) (4) to (b) (4) and moved available ceiling of (b) (4) to CLIN 9101. (RDT&E)	1.00	Lot	(b) (4)
620101	AD23	PR: 1300467797-0003 (b) (4) ACRN: CP (RDT&E)			

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	AD23	Option Year 3 Labor for Engineering and Technical services in accordance with the PBSOW. (CPFF) (RDT&E)	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
700001	AD23	PR 1300529317 (b) (4) ACRN: DA (RDT&E)					
700002	AD23	PR 1300536880 (b) (4) ACRN: DB (FMS)					
700003	AD23	PR 1300536879 (b) (4) ACRN: DD (O&M,N)					
700004	AD23	PR 1300536872 (b) (4) ACRN: DC (RDT&E)					
700005	AD23	PR 1300537277 (b) (4) ACRN: DE (RDT&E)					
700006	AD23	PR 1300540241-0002 (b) (4) (b) (4) ACRN: DF (RDT&E)					
700007	AD23	PR 1300540299 (b) (4) ACRN: DG (RDT&E)					
700008	AD23	PR 1300540299-0001 (b) (4) ACRN: DK (RDT&E)					
700009	AD23	PR 1300537277-0001 (b) (4) ACRN: DJ (RDT&E)					
700010	AD23	PR 1300549236-0001 (b) (4) (b) (4) ACRN: DH (RDT&E)					
700011	AD23	PR 1300540299-0003 (b) (4) (b) (4) ACRN: DM (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700012	AD23	PR 1300581282-0001 (b) (4) (b) (4) ACRN: DP (RDT&E)					
700013	AD23	PR 1300537277-0002 (b) (4) ACRN: DJ PR: 1300537277-0003 (b) (4) ACRN: DJ (RDT&E)					
7001	AD23	Option Year 3: 10% increase capacity services in accordance with the PBSOW. (CPFF) (RDT&E) Option	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
7040	AD23	Option Year 3 Contract Data Requirement List (CDRL) DD Form 1423. (NSP) (Fund Type - TBD) Option	1.00	Lot	\$0.00	\$0.00	\$0.00
7100	AD23	Option Year 4 Labor for Engineering and Technical services in accordance with the PBSOW. (CPFF) (RDT&E)	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
710001	AD23	PR#: 1300603466 (b) (4) ACRN: DQ (RDT&E)					
710002	AD23	PR#: 1300603466 (b) (4) ACRN: DF (RDT&E)					
710003	AD23	PR#: 1300611469 (b) (4) ACRN: DR (RDT&E)					
710004	AD23	PR#: 1300612273 (b) (4) ACRN: DT (RDT&E)					
710005	AD23	PR#: 1300619964 (b) (4) ACRN: DU (RDT&E)					
710006	AD23	PR#: 1300626312 (b) (4) ACRN: DV (RDT&E)					
710007	AD23	PR#: 1300612273-0001 (b) (4) (b) (4) ACRN: DT (RDT&E)					
710008	AD23	PR#: 1300611469-0001 (b) (4) ACRN: DR ACRN: DR (RDT&E)					
710009	AD23	PR#: 1300612273-0002 (b) (4) ACRN: DT (RDT&E)					
710010	AD23	PR#: 1300626312-0002 (b) (4) ACRN: DV (Deob from (b) (4) to (b) (4) PR 1300626312-0002) (RDT&E)					
710011	AD23	PR#: 1300612273-0003 (b) (4) ACRN: DT (RDT&E)					
710012	AD23	PR#: 1300660713 (b) (4) ACRN: DW (RDT&E)					
710013	AD23	PR#: 1300659597 (b) (4) ACRN: DX (RDT&E)					
710014	AD23	PR#: 1300611469-0002 (b) (4) ACRN: DR (Increase from (b) (4) by (b) (4)) (RDT&E)					
710015	AD23	PR#: 1300684195 (b) (4) ACRN: DY (Deob from (b) (4) to (b) (4) PR 1300684195-0001) (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710016	AD23	PR#: 1300612273-0004 (b) (4) ACRN: DT (RDT&E)					
710017	AD23	PR#: 1300688546 (b) (4) ACRN: DZ (RDT&E)					
710018	AD23	PR#: 1300691531 (b) (4) ACRN: EA (RDT&E)					
710019	AD23	PR#: 1300691878-0002 (b) (4) (b) (4) ACRN: EB (RDT&E)					
710020	AD23	PR#: 1300688546-0001 (b) (4) ACRN: DZ (RDT&E)					
710021	AD23	PR#: 1300705530 (b) (4) ACRN: EC (Fund Type - OTHER)					
710022	AD23	PR#: 1300688546-0002 (b) (4) ACRN: DZ (RDT&E)					
7101	AD23	Option Year 4: 10% increase capacity services in accordance with the PBSOW. (CPFF) (RDT&E) Option	1.00	Lot	(b) (4)	(b) (4)	(b) (4)
7140	AD23	Option Year 4 Contract Data Requirement List (CDRL) DD Form 1423. (NSP) (Fund Type - TBD) Option	1.00	Lot	\$0.00	\$0.00	\$0.00

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	AD23	Option Year 3 ODCs in support of CLIN 7000. Cost Reimbursement (No Fee). Decreased ceiling from (b) (4) by (b) (4) and moved available ceiling of (b) (4) to CLIN 9101. (RDT&E)	1.00	Lot	(b) (4)
900001	AD23	PR# 1300536872 (b) (4) - ACRN: DC (RDT&E)			
900002	AD23	PR# 1300540299-0004 (b) (4) (b) (4) ACRN: DK (RDT&E)			
900003	AD23	PR# 1300537277-0001 (b) (4) ACRN: DL (RDT&E)			
900004	AD23	PR #1300540299-0004 (b) (4) (b) (4) ACRN: DM (RDT&E)			
900005	AD23	PR #1300564106 (b) (4) - ACRN: DN (RDT&E)			
900006	AD23	PR #1300564106-0001 (b) (4) ACRN: DN (RDT&E)			
900007	AD23	PR# 1300537277-0002 (b) (4) - ACRN: DL (RDT&E)			
9001	AD23	Option Year 3 ODCs: 10% increased capacity in support of CLIN 7001. Cost Reimbursement (No Fee). (RDT&E) Option	1.00	Lot	(b) (4)

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	AD23	Option Year 4 ODCs in support of CLIN 7100. Cost Reimbursement (No Fee). (RDT&E)	1.00	Lot	(b) (4)
910001	AD23	PR#: 1300603466 (b) (4) ACRN: DQ (RDT&E)			
910002	AD23	PR#: 1300611469 (b) (4) ACRN: DR (Decrease from (b) (4) to (b) (4)) (RDT&E)			
910003	AD23	PR#: 1300612052 (b) (4) ACRN: DS (RDT&E)			
910004	AD23	PR#: 1300612273 (b) (4) ACRN: DT (RDT&E)			
910005	AD23	PR#: 1300612273-0005 (b) (4) (b) (4) ACRN: DT (RDT&E)			
910006	AD23	(RDT&E)			
9101	AD23	Option Year 4 ODCs: 10% increased capacity in support of CLIN 7101. Cost Reimbursement (No Fee). Increased ceiling from (b) (4) by (b) (4) to (b) (4) (RDT&E)	1.00	Lot	(b) (4)
910101	AD23	PR#: 1300612273-0001 (b) (4) ACRN: DT (RDT&E)			
910102	AD23	PR#: 1300611469-0001 (b) (4) ACRN: DR (Decrease from (b) (4) by (b) (4)) (RDT&E)			
910103	AD23	PR#: 1300684195 (b) (4) ACRN: DY (Deob from (b) (4) to (b) (4) PR 1300684195-0001) (RDT&E)			
910104	AD23	PR#: 1300691878-0003 (b) (4) (b) (4) ACRN: EB (RDT&E)			
910105	AD23	PR#: 1300688546-0003 (b) (4) (b) (4) ACRN: DZ (RDT&E)			

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

amount to be recovered.

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

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

The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

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

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

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

Section C - Description/Specifications/Statement of Work

This Statement of Work Addendum does not apply to any line items funded by Foreign Military Sales (FMS).

The following Statement of Work Addendum is hereby added to the existing Statement of Work and takes precedence over 5252.211-9502:

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense a revised normal work week will be established. During the civilian furlough period, unless as otherwise authorized by the contracting officer, the Government Installation Work Schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the Government Installation Work Schedule.

(b) The contractor is not required to remain on standby and should take every effort to minimize its overhead costs during the reduction.

(c) At the conclusion of the civilian furlough period, the work schedule will revert to the prior established schedule.

In reference to paragraph (a) above, the contractor is authorized to vary from the Government Installation Work Schedule, such as 4-10 hour days, Monday through Thursday, provided there are no additional costs to the Government. Additional authorization by the PCO is required prior to work being performed on the Government Installation on Fridays.

Items 4000-4001, 4100-4101, 4200-4201, 7000-7001, and 7100-7101 - The Contractor shall provide the supplies and services in accordance with Section C Performance-Based Statement of Work for services to support the Interoperability Test & Evaluation Capability and Net-Centric Systems Test Technology Area.

Items 6000-6001, 6100-6100, 6200-6201, 9000-9001, and 9100-9102 - The Contractor shall provide Material and Travel with Section C Performance-Based Statement of Work for services to support the Interoperability Test & Evaluation Capability and Net-Centric Systems Test Technology Area.

Items 4040, 4140, 4240, 7040, and 7140 - The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and section 4 below.

Performance Based Statement of Work (PBSOW) 8/25/11

1. Background

The Navy requires the development of advanced, distributed, test capabilities associated with Net-Centric testing of joint mission areas. This effort is divided into two efforts: 1) Net-Centric related Test Resource Management Center (TRMC) Central Test & Evaluation Improvement Programs (CTEIP) such as the Joint Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (JC4ISR) Interoperability Test and Evaluation Capability (InterTEC) project, and 2) Net-Centric related TRMC Test and Evaluation/Science and Technology (T&E/S&T) Test Technology Areas (TTA) such as Net-Centric Systems Test (NST).

InterTEC is an integrated test solution for the scalable, extensible, and operationally relevant interoperability testing and evaluation of Command, Control, Communications, Computers, Intelligence, Surveillance, Reconnaissance (C4ISR) systems. InterTEC will provide the capability to construct, manage, control, instrument and analyze operationally realistic Net-Centric test environments comprised of live, virtual and constructive (LVC) entities. This capability will be provided from a distributed network of test facilities/resource sites, distributed instrumentation, and synthetic battlespace simulations with nodes located at Industry, Army, Navy, Air Force, and Department of Defense agency and contractor locations. These capabilities will be available for the interoperability, net readiness and joint mission thread portions of contractor test, developmental tests, operational tests, and joint certification tests. InterTEC, with both live and simulated entities, will be the principal mechanism for performing distributed C4ISR interoperability testing and experimentation.

The Naval Air Systems Command (NAVAIR), Test & Evaluation (T&E) Directorate, at the direction of the Defense Test Resource Management Center (DTRMC), Office of the Secretary of Defense (OSD), has the mission to develop test technologies under the NST Technology Area of the T&E/S&T Program for advanced development of technologies required for the Test and Evaluation (T&E) of Net-Centric weapon systems. NAVAIR operates as the Executing Agent in the management of the NST TTA .

1.1 Scope

This Performance Work Statement (PWS) defines the Net-Centric NAVAIR tasks for the CTEIP programs such as the InterTEC project and the NST TTA..

InterTEC Systems and Software Engineering shall include the following tasks:

- Development of processes and systems design documentation (including Department of Defense Architecture Framework (DoDAF) product development)
- Systems integration test planning, execution and reporting
- Technical Lead for Requirements Management administration
- Technical Lead for the Test Environment (TE) Product Area
- Test Environment Vertical Integration Test Planning, Execution, and Reporting (including systems integration testing activities)
- Development of Synthetic Battlespace Environment (SBE) products

- Development of Range Data Gateway products
- Development of Networked Systems Under Test (NSUT) Gateways and Sensor Signal Emulation Gateway products
- Development of Network Monitoring and Analysis products
- Development of Communications Control Framework products
- Development of Entity Management Component products
- Development of the Master Application Installation Disk product
- Development of the NSUTs integration specifications
- Configuration Management and administration
- Users Group technical management and administration
- Development of training material for TE product area to include web based

The NST TTA shall include a principal scientist canvassing the commercial sector to obtain a solid understanding of the current state of the art to ensure the NST Technology Area does not invest in developing technology that already exists and aids in the NST EA in the following areas:

- Development of NST Broad Agency Announcement
- NST TTA technical abetment and administration
- NST Project Use Case Application Development
- NST Technology Insertion Environment and administration
- Development of NST Enterprise DoDAF Architecture

2. Applicable Documents

The documents listed in the following sections are applicable in the performance of this contract.

Number	Title	Revision	Date	Source
10-01-N	InterTEC Test Capability Requirements Document (TCRD)	Revision 1	Jan 2004	InterTEC
IT-SYSDOC-PMP	InterTEC Project Management Plan (PMP)	Current	Jul 2010	InterTEC
IT-SYSDOC-SEP-R0C0	InterTEC Systems Engineering Plan (SEP)	Revision 1	Oct 2009	InterTEC
IT-SYSDOC-CMP	InterTEC Configuration Management Plan (CMP)	Current	Feb 2008	InterTEC
IT-SYSDOC-LCSP	InterTEC Life Cycle Support Plan (LCSP)	Current	Current	InterTEC
IT-SP3DOC-TSA	Technical Standards Architecture for InterTEC (TSA)	Current	Jul 2008	InterTEC
IT-SYSDOC-SSS-R1C1	InterTEC System/Subsystem Specification (SSS)	Revision 2	Jan 2006	InterTEC

Number	Title	Revision	Date	Source
IT-SYSDOC-SDP-R2C0	InterTEC Software Development Plan (SDP)	Revision 3	May 2006	InterTEC
IT-SYSDOC-SSDD-R2C0	InterTEC System/Subsystem Design Document (SSDD)	Revision 2	Jan 2006	InterTEC
N/A	InterTEC Operational Architecture (Enterprise Architect File)	Current	Jul 2003	InterTEC
ISO/IEC 12207	Standard for Information Technology-Software Life Cycle Processes - Life Cycle Data	1995	1995	ISO/IEC
Multiple	InterTEC software requirements specification	Spiral 2	Undated	InterTEC
Multiple	InterTEC Interface requirements specification	Spiral 2	Undated	InterTEC
Multiple	InterTEC software design description	Spiral 2	Undated	InterTEC
Multiple	InterTEC Interface design description	Spiral 2	Undated	InterTEC
	Second TENA Middleware Prototype, TENA Definition Language, Version R5	Undated	Undated	Foundation Initiative 2010
	Department of Defense Joint Technical Architecture	Version 4.0	17 Jul 02	Joint Technical Architecture Working Group (JTAWG), chaired by ASD(C3I)
	InterTEC Master Schedule		Nov 2010	InterTEC
MIL STD 2525B	Department of Defense Interface Standard, Common Warfighting Symbolology		30 Jan 99	DISA
DoDAF	Department of Defense Architecture Framework Versions 1.5 (23 April 2007) and 2.0 (28 May 2009)	1.5	23 Apr 07	CIO-NII
		2.0	28 May 09	

3. Summary of Requirements

3.1 Systems and Software Technology Assessment and Insertion

The contractor shall provide qualified personnel with technical expertise to advance both the InterTEC project and the NST TTA as the emerging net-centric operational environment is formed and new guidance and policies are enacted. The contractor shall:

- 3.1.1** Identify, review, and comment on investment needs/new requirements for InterTEC Spiral 3 and beyond.
- 3.1.2** Identify improvements to technical processes associated with the development activities to produce CI (configuration item) for the conduct of interoperability test and evaluation.
- 3.1.3** Develop InterTEC strategies and/or select test tools to address new requirements for Spiral 3 and beyond.
- 3.1.4** Identify technology gaps for the NST TTA and requirements analysis and recommendations for the selection and assessment of current and future NST TTA projects.
- 3.1.5** Canvass current technologies, perform NST related studies and assessments for progress on NST projects and other related CTEIP projects that involve NST Technology Area. Provide recommendations for areas to pursue and changes in research focus.
- 3.1.6** Provide test planning to the Test & Training ENabling Architecture (TENA) development community for recommended updates for InterTEC and the NST TTA projects.

3.2 Phase Development

The contractor shall follow the InterTEC's phase development approach for the functional allocation of InterTEC system requirements to specified product CIs, to include the identification of candidate products, the establishment of selection criteria, and the assessment of identified products against specified system requirements. For phase 3 and beyond, the contractor shall identify technology gaps, provide requirements definition, and select test tools that can be used to address requirements related to:

- Net-Ready Key Performance Parameter (KPP)
- Service Oriented Architecture Testing
- Information Assurance (IA) / Computer Network Defense (CND)
- Mission Thread Testing,
- Mission Effectiveness Testing
- Intelligence, Surveillance, Reconnaissance (ISR) Testing
- Information Operations (IO) including Electronic Warfare (EW), Computer Network Attack (CNA), Computer Network Defense (CND), Psychological Operations (PSYOPS), and Operational Security (OPSEC)

The contractor shall implement new capabilities in each spiral release. In addition, the contractor shall shorten the time to field product enhancements, perform high priority fixes, and conduct frequent integration test events. The contractor shall assist in the evaluation of new requirements that may be submitted at any stage of development, participate in the review cycle to assist in determining disposition, and identify projected cost, schedule and design impacts. The contractor shall implement the InterTEC rapid release process and establish use case oriented builds that effectively address user requirements.

3.3 Systems Development, System Design, and Programmatic Documentation

The contractor shall develop the following documentation: Test Capability Requirements Document (TCRD), System Subsystem Specification (SSS), System-Subsystem Design Description (SSDD), and InterTEC Department

of Defense Architecture Framework (DoDAF) products. The contractor shall provide yearly technical content updates to the Program Management Plan (PMP).

3.3.1 Test Capability Requirements Document (TCRD) Development

The contractor shall identify and describe technology gaps to address threshold and objective requirements in the Test Capability Requirements Document (TCRD). The contractor shall generate the new TCRD to update outdated requirements and terminology, and address directed changes in scope, changes in interoperability testing policy, and changes in Department of Defense (DoD) war fighter technology testing. In addition, the new TCRD will address updates to threshold fidelity due to changes on policy for measuring mission effectiveness. The contractor shall execute the full scope of the new TCRD (CDRL A001).

The new TCRD shall identify the capabilities required for the net-centric testing for the next 5-7 years and describe the capabilities required to:

- Perform joint mission Interoperability and effectiveness testing and analysis
- Increase agility and reuse for quick response to new battlefield conditions
- Test ability to protect, detect, restore, and recover from cyber/IO attacks
- Test interoperability of tactical edge systems with restricted connectivity to land-based test environments
- Provide distributed LVC reference systems and interoperability test tools with new capabilities to produce an “outcome-based” joint and combined assessment of Net-Centric systems
- NR-KPP element compliance
- Interfacing to new constructive models

3.3.2 System Subsystem Specification (SSS)

The contractor shall develop the SSS for each Spiral of InterTEC products. The contractor shall ensure that requirements are stated that clearly define required functional capabilities and that these required capabilities are properly defined in terms of the InterTEC subsystems (CDRL A002).

3.3.3 System Subsystem Design Description (SSDD)

The contractor shall develop the SSDD for each Spiral of InterTEC products. The contractor shall ensure that requirements have properly been allocated to CIs in accordance with the guiding documents specified in section 2 (CDRL A003).

3.3.4 InterTEC DoDAF Architecture Design Products

The contractor shall analyze the latest approved Department of Defense Architecture Framework (DoDAF) and recommend which newly defined products are applicable to the InterTEC and NST projects. The contractor shall develop the new InterTEC architecture products with the Government provided architecture tool (CDRL A004).

3.3.5 Test and Evaluation Focused DoDAF Architecture Design Products

The contractor shall develop new DoDAF architectures to meet the test and evaluation needs across new mission areas and customer requirements. Some examples of new mission areas and requirements are: The Information

Operations Range (IOR) which requires development of architecture to meet their visualization needs for information operations based non-kinetic actions within the cyberspace domain and other test and evaluation focused architectures which may be needed for the Department of Homeland Security and the Federal Aviation Administration (CDRL A004).

3.3.6 Programmatic Documentation

The contractor shall develop and perform updates to the InterTEC Program Management Plan (PMP), Systems Engineering Plan (SEP), Life Cycle Support Plan (LCSP), Configuration Management Plan (CMP), and Software Development Plan (SDP) (CDRL A005).

3.4 Systems Integration Test Planning, Execution, and Reporting

The contractor shall generate a joint mission thread scenario based on the InterTEC Systems Integration Test Plans (SITPs) and System Integration Test Reports (SITRs) in accordance with the InterTEC Systems Engineering Plan (SEP). The SITPs, as a minimum, shall describe the InterTEC integration process/approach, the integration test schedules, overall test objectives, and associated metrics. Associated appendices shall include event coordination information (site IDs, S/W versions, site Points of Contact (POCs), etc), daily schedule and the integration test procedures for each Spiral Release being tested. During execution of a Systems Integration Test (SIT) event and the Joint Interoperability Test Command (JITC) Systems Acceptance Test, the contractor shall serve as the lead Test Conductor reporting to the JITC Test Director, InterTEC Test Director and Systems Engineer. The SITRs, as a minimum, shall collect all relevant test data, perform data analysis of test logs to determine successful requirements implementation and report on test anomalies and or product deficiencies (CDRL A006, CDRL A007).

3.4.1 Systems Integration Test (SIT) -1

The contractor shall coordinate test events by preparing laboratory based systems integration testing of InterTEC Spiral development builds at the InterTEC Test Control Center (TCC) and development lab facilities. The contractor shall coordinate with government and contractor organizations identified in each test plan, to schedule the SIT-1 in accordance with the InterTEC Systems Integration Test Plan and master schedule. Additionally, the sites participating in system integration testing will be defined in the InterTEC Systems Integration Test Plan. The contractor shall review all Product Area Vertical Integration Test Plans and develop a System Build Integration Plan and SIT-1 Test Procedures prior to conducting the SIT-1.

The contractor shall develop SIT-1 functional and capability based test procedures and act as test conductor(s) for laboratory based systems integration testing in a stand-alone Local Area Network (LAN) based environment and/or over the Wide Area Network (WAN). The contractor shall coordinate with government and contractor organizations identified in each test plan to conduct the SIT-1 in accordance with the InterTEC Systems Integration Test Plan and schedule.

The contractor shall be familiar with Joint Mission Environment Test Capability (JMETC) processes and Information Operations (IO) Range. The contractor shall serve as a liaison to the JMETC SYSCON and IO Range Network Operations Center (NOC) in order to identify the InterTEC assets needed at the distributed test sites. The contractor shall assist in defining the network connectivity requirements to meet planned test objectives. The contractor shall execute network checkouts with the participating labs prior to scheduled test events.

3.4.2 Systems Integration Test (SIT) -2

The contractor shall plan, coordinate, and conduct SIT-2, which is a distributed test event among designated Network Systems Under Test(s) (NSUTs) and InterTEC nodes that are made available on peered networks. The contractor shall develop SIT-2 mission threads based on the Master Sequence of Event List (MSEL) and test procedures to

conduct distributed Live, Virtual, and Constructive (LVC) testing over the Wide Area Network (WAN) and/or other government controlled Virtual Private Networks (VPN). The contractor shall provide logistic management to conduct these tests in accordance with test plans. The contractor shall develop SIT-2 Test Procedures prior to conducting the SIT-2 in accordance with the InterTEC Systems Engineering Plan and master schedule.

The contractor shall plan, coordinate, and conduct InterTEC- JMETC /IOR Range test events. The contractor shall provide logistic management to conduct these tests in accordance with InterTEC-JMETC/IOR test plans. The contractor shall develop InterTEC-JMETC/IOR SIT-2 Test Procedures prior to conducting the SIT-2 in accordance with the InterTEC Systems Engineering Plan and master schedule.

The contractor shall serve as a liaison to the JMETC SYSCON and IO Range Network Operations Center (NOC) to identify the InterTEC assets needed at the distributed test sites. The contractor shall assist in defining the network connectivity requirements to meet planned test objectives. The contractor shall execute network checkouts with the participating labs prior to scheduled test events.

3.4.3 *Systems Acceptance Test (SAT)*

The contractor shall conduct SAT in coordination with the Joint Interoperability Test Center (JITC) Test Director. The contractor shall conduct these tests in accordance with test plans developed by JITC. JITC may decide to combine SAT with SIT-2. If such is the case, JITC will utilize the data collected during SIT2 for analysis.

The contractor shall execute a distributed SIT-2 test in coordination with the JITC Test Director to conduct distributed Live, Virtual, and Constructive (LVC) testing over the Wide Area Network (WAN) and/or other government controlled Virtual Private Networks (VPN).

3.4.4 *InterTEC Test Plans & Procedures*

The contractor shall develop the InterTEC Scenarios, Test Plans and Test Procedures based on joint mission test threads. The contractor shall prepare and conduct the execution of Vertical Integration Test (VIT), SIT, and SAT events in accordance with the InterTEC Systems Engineering Plan. The contractor shall develop functional and capability based test procedures and mission threads as determined by the Master Sequence of Events List.

3.4.5 *InterTEC Test Event Report*

The contractor shall prepare an InterTEC Test Report that addresses the following:

3.4.5.1 *Cost Analysis measuring the efficiencies gained with using persistent InterTEC infrastructure, standard TENA-based interfaces and reusable Test & Training Enabling Architecture (TENA)-based tools in the execution of the InterTEC Test Event.*

3.4.5.2 *Assessment of the Integration Process and Joint Mission Environment Concept of Operations based on results of the InterTEC Test Events.*

3.4.5.3 *System-of-System level performance of Joint Mission Threads as exercised in the InterTEC Test Events.*

3.5 Requirements Management (RM)

The contractor shall assist in the InterTEC project RM, showing full requirements traceability from top level system requirements to products implementing these requirements across the various InterTEC Spirals. The contractor shall establish standard reports to summarize requirements implementation across spirals and builds. The contractor shall establish and maintain a web-based RM application so that distributed authorized users can access the RM tools and

submit updates and/or review reports (CDRL A00D).

3.6 Test Environment (TE) Product Area Lead

The contractor shall manage and provide technical oversight for the design and development of all products within the Test Environment (TE) product area as defined in the InterTEC operational architecture and subsequent SSS and SSDD. This includes development of an overall build plan to assign allocated system requirements to products to builds defined within each iteration. The contractor shall develop briefing materials of internal progress review meetings and programmatic system milestone events (i.e. Preliminary Design Reviews, Critical Design Review, Build Plan Reviews, and Test Readiness Reviews) as determined within the master project schedule (CDRL A008).

3.7 Test Environment Product Area Vertical Integration Test Plan

The contractor shall generate a TE Product Area Vertical Integration Test Plan (VITP) for each spiral Release build. The VITP shall describe the integration process/approach, the integration schedule, and integration test plan for all TE CIs that are to interact within the VIT. The VITP shall address requirements tracking, test procedures, test data requirements, test configuration management, test trouble reporting IAW the InterTEC Software Development Plan. The contractor shall conduct systems integration test across the InterTEC product areas as directed by the InterTEC systems engineer (CDRL A006).

3.8 Synthetic Battlespace Environment (SBE)

The contractor shall develop or update interfaces to Synthetic Battlespace Environment (SBE) constructive modeling engines to be utilized in InterTEC Spiral 3 and beyond in order to comply with planned TENA middleware version updates. The contractor shall assist in defining requirements and develop TENA interfaces for the Joint Semi-Automated Forces (JSAF) constructive modeling engine. The contractor shall assist in defining requirements and develop interfaces for the Common Reference Scenario Environment Generator (CRSEG) application that can read-in and modify CRS data files in order to publish tightly timed Distributed Interactive Simulation (DIS) tracks and/or associated TENA tracks. The contractor shall integrate additional constructive modeling engines and Information Operations (IO) unique tools, into the InterTEC tool suite. The contractor shall review and manage updates made to the One-Semi Automated Forces (OneSAF) and Joint Integrated Mission Model (JIMM) InterTEC Asset (IA) CIs and the creation of a native TENA interfaces to the Air Force's Extensible Architecture for Analysis and Generation of Linked Simulations (EAAGLES) CI. The contractor shall integrate constructive Intel-based modeling engines, such as the National Reconnaissance Office (NRO) Automated Scriptor Simulator Exercise Trainer (ASSET), into the InterTEC tool suite for the distribution of Intel Contact Reports.

3.8.1 SBE Software Requirements Specification and Interface Requirements Specification

The contractor shall generate or update the respective Software Requirements Specification (SRS) and/or Interface Requirements Specification (IRS) for each of the SBE constructive modeling engines to be utilized in InterTEC Spiral 3 and beyond. This knowledge is used to generate an SRS and/or IRS for each additional constructive modeling engine that will be integrated into the InterTEC tool suite. The SBE SRSs and/or IRSs define and record InterTEC SBE detailed software requirements as delineated in the InterTEC System/Subsystem Design Document (SSDD). The SBE related SRSs/IRSs specify the detailed software requirements for each respective constructive modeling engine and the methods to be used to ensure that all SBE requirements have been addressed. The SBE SRSs/IRSs provide a requirement traceability mapping to the respective section(s) of the InterTEC SSDD. The contractor shall assist in defining requirements pertaining to the internal and external interfaces as defined in the SBE SRSs/IRSs. The SBE SRSs/IRSs are used as the basis for CSCI design and qualification testing during the InterTEC TE VIT (CDRL A009).

3.8.2 SBE Software Design Description

The contractor shall update the Joint SAF (JSAF) and CRSEG requirements in the Software Design Description (SDD) of each application. The contractor shall develop an SDD for each additional constructive modeling engine that is to be integrated into the InterTEC tool suite. Each SBE SDD shall define and record design decisions, the architectural design (identifying the software units comprising the constructive modeling engine, their interfaces, and a concept of execution among them), the traceability between the software units and SBE related SRSs/IRSs and design traceability mapping between the SBE design and the InterTEC SSDD. The contractor shall develop and record a description of each software unit in each SDD. The contractor shall describe the characteristics and design of each external interface for the various SBE constructive modeling engines which would serve to communicate and control interface design decisions (CDRL A00A).

3.9 Gateway/Adaptor Framework

The contractor shall develop a new gateway architecture that is a by-product of the JMETC Gateway Builder application. The contractor shall integrate advanced functional features, such as current and future IFF modes, Dead Reckoning Algorithm 4, Data Logging, and Track Data Management, within the construct of the Gateway/Adaptor Framework. The contractor shall construct and integrate into the Gateway Builder architecture a method to deploy a Graphical User Interface that is adapted to the reference system under test – versions for either an Open Air Range or a Networked System Under Test. The contractor shall create a single, unified gateway architecture solution set forth by the Test Resource Management Center (TRMC) and made available to the entire TRMC user community (CDRL A004).

3.9.1 Range Data Gateway (RDGW)

The contractor shall extend the application to comply with planned TENA middleware updates and to bi-directionally interface with the various open air range formats. The contractor shall develop and maintain the RDGW for the following Open Air Range (OAR) instrumentation system formats:

- Navy Sea Range Point Mugu Range Data System (RDS)
- Edwards Air Force Base Test and Evaluation Command and Control System (TECCS)
- White Sands Missile Range Kill Assessment by Information Composition (KABIC)

The contractor shall modify the Range Data Gateway application for the additional Open Air Ranges (OARs) and their respective instrumentation formats. The contractor shall research instrumentation system formats that will be utilized at projected OARs and implemented in Spiral 3 to include Nellis AFB, Eglin AFB and the Navy Atlantic Test Range (ATR).

The contractor shall concurrently develop a new RDGW using the Gateway/Adaptor Framework model by using the PKT mapping utility within the JMETC Gateway Builder application. The new RDGW shall bi-directionally translate the mentioned OAR interfaces and meet all software application requirements satisfied by the legacy RDGW software application.

3.9.1.1 RDGW Software Requirements Specification

The contractor shall generate or update the RDGW Software Requirements Specification (SRS) in InterTEC Spiral 3 and beyond. The RDGW SRS shall define and record InterTEC RDGW detailed software requirements as delineated in the InterTEC System/Subsystem Design Document (SSDD). The RDGW SRS specifies the detailed software requirements for each of the OAR instrumentation formats and the methods to be used to ensure that all

OAR related requirements have been addressed. The RDGW SRS provides a requirement traceability mapping to the respective section(s) of the InterTEC SSDD. The contractor shall assist in defining requirements pertaining to the internal and external interfaces as defined in the RDGW SRS. The RDGW SRS is used as the basis for CSCI design and qualification testing during the InterTEC TE VIT (CDRL A001).

3.9.1.2 RDGW Software Design Description

The contractor shall update the RDGW Software Design Description (SDD) using InterTEC development processes and associated tools (such as Enterprise Architect). The RDGW SDD shall define and record design decisions, the architectural design (identifying the software units comprising the constructive modeling engine, their interfaces, and a concept of execution among them), the traceability between the software units and RDGW SRS and design traceability mapping between the RDGW design and the InterTEC SSDD. The contractor shall develop and record a description of each software unit in the RDGW SDD. The contractor shall describe the interface characteristics and design of each external interface for the various instrumentation system formats supported by the RDGW which would serve to communicate and control interface design decisions (CDRL A001).

3.9.2 NSUT Gateway (NGW) and Sensor Signal Emulation Gateway (SSE GW)

The contractor shall comply with planned TENA middleware versions and implement enhancements of the SSE GW during distributed test events for the Spiral 3 Release 1. The contractor shall develop the NSUT Gateway as a replacement for the SSEGW by InterTEC Spiral 3 Release 2, with a prototype to be available in Release 1. In addition to the inherent OM mapping capabilities that will be embedded in the NGW application through the JMETC Gateway Builder, the contractor shall implement the SSE GW Track File Management (TFM) functional capabilities such as Track Filtering, Error Generation, Dead Reckoning, and Data Logging to into the NGW. The contractor shall develop new gateways needed as additional LVC resource sites are defined for implementation; these could include new test and training range sites and information operations range sites.

3.9.2.1 NGW and SSEGW Software Requirements Specification

The contractor shall generate the NGW Software Requirements Specification (SRS) and update the SSE GW SRS in InterTEC Spiral 3 and beyond. The NGW and SSE GW SRSs define and record InterTEC NGW/SSE GW detailed software requirements as delineated in the InterTEC System/Subsystem Design Document (SSDD). The NGW and SSE GW SRSs specify the detailed software requirements and the methods to be used to ensure that all NSUT related requirements have been addressed. The NGW and SSE GW SRSs provide a requirement traceability mapping to the respective section(s) of the InterTEC SSDD. The contractor shall assist in defining requirements pertaining to the internal and external interfaces to be defined in the NGW and SSE GW SRSs. The NGW and SSE GW SRSs are used as the basis for CSCI design and qualification testing during the InterTEC TE VIT (CDRL A009, CDRL A001).

3.9.2.2 NGW and SSE GW Software Design Description

The contractor shall generate the NGW Software Design Description (SDD) and update the SSE GW SDD using InterTEC development processes and associated tools (such as Enterprise Architect). The NGW and SSE GW SDDs define and record design decisions, the architectural design (identifying the software units comprising the constructive modeling engine, their interfaces, and a concept of execution among them), the traceability between the software units and respective NGW and SSE GW SRSs and design traceability mapping between the NGW and SSE GW designs and the InterTEC SSDD. The contractor shall develop and record a description of each software unit in the NGW and SSE GW SDDs. The contractor shall describe the interface characteristics and design of each external interface for the NGW and SSE GW which would serve to communicate and control interface design decisions (CDRL A00A, CDRL A001).

3.10 Network Monitoring and Analysis

The contractor shall develop a network monitoring and protocol analysis utility, such as the TENA Protocol Dissector (TPD) – a Wireshark plug-in allowing for dissection of TENA-based IP/TCP/UDP packets that are communicated over the LAN/WAN network infrastructure. The contractor shall build a plug-in to Wireshark. The contractor shall create custom Wireshark plug-ins using the TENA SDA Object Model Compiler (OMC). The TPD identifies the difference between a packet discovery and a packet update and present all packet contents in Human Readable Form. The contractor shall integrate TPD into the JMETC Live CD.

3.10.1 TPD Software Requirements Specification

The contractor shall generate the TPD Software Requirements Specification (SRS) for InterTEC Spiral 3 and beyond. The TPD SRS defines and records InterTEC TPD detailed software requirements as delineated in the InterTEC System/Subsystem Design Document (SSDD). The TPD SRS specifies the detailed software requirements and the methods to be used to ensure that all TPD related requirements have been addressed. The TPD SRS provides a requirement traceability mapping to the respective section(s) of the InterTEC SSDD. The contractor shall assist in defining requirements pertaining to the internal and external interfaces of the TPD. The TPD SRS is used as the basis for CSCI design and qualification testing during the InterTEC TE VIT (CDRL A009).

3.10.2 TPD Software Design Description

The contractor shall generate the TPD Software Design Description (SDD) using InterTEC development processes and associated tools (such as Enterprise Architect). The TPD SDD will define and record design decisions, the architectural design (identifying the software units comprising the constructive modeling engine, their interfaces, and a concept of execution among them), the traceability between the software units and the TPD SRS and design traceability mapping between the TPD design and the InterTEC SSDD. The contractor shall develop and record a description of each software unit in the TPD SDD. The contractor shall describe the interface characteristics and design of each external interface for the TPD which would serve to communicate and control interface design decisions (CDRL A00A).

3.11 Communications Control Framework (CCFW)

The contractor shall construct a CCFW Logical Range Object Model (LROM) utilizing the TENA Definition Language (TDL) and in accordance with the TENA architecture, middleware paradigms, and observer and servant methodologies. The LROM augments the TENA Standard OMs and satisfies the data requirements for the InterTEC project. The CCFW LROM, in conjunction with the TENA Standard Object Models, is used to satisfy the interoperability reporting and data translation requirements within the InterTEC tool suite and the family of DoD sensor systems that employ the tool suite for interoperability testing. The contractor shall maintain a close working relationship with the TENA SDA and the JMETC user community to ensure interoperability fidelity across all organizations.

3.11.1 CCFW Interface Requirements Specification

The contractor shall generate the CCFW Interface Requirements Specification (IRS) in InterTEC Spiral 3 and beyond. The CCFW IRS defines and records InterTEC CCFW detailed interface requirements as delineated in the InterTEC System/Subsystem Design Document (SSDD). The CCFW IRS specifies the detailed interface CCFW requirements. The CCFW IRS provides a requirement traceability mapping to the respective section(s) of the InterTEC SSDD. The contractor shall assist in defining requirements pertaining to the internal and external interfaces and incorporated into the CCFW IRS. The CCFW IRS is used as the basis for CSCI design and qualification testing during the InterTEC TE VIT (CDRL A00B).

3.11.2 CCFW Interface Design Description

The contractor shall generate the CCFW Interface Design Description (IDD) using InterTEC development processes and associated tools (such as Enterprise Architect). The CCFW IDD defines and records design decisions, the architectural design (identifying the software units comprising the constructive modeling engine, their interfaces, and a concept of execution among them), the traceability between the data attributes and the CCFW IRS and design traceability mapping between the CCFW design and the InterTEC SSDD. The contractor shall develop and record a description of each data attribute in the CCFW IDD. The contractor shall describe the interface characteristics and design of each external interface for the CCFW which would serve to communicate and control interface design decisions (CDRL A00C).

3.12 Entity Management Components (EMC)

The contractor shall develop the Entity Management Components suite of advanced functional libraries in accordance with the InterTEC tool suite requirements as listed in guiding documents in section 2.0. The contractor shall implement Dead Reckoning Algorithm 4, the data logging of all published and subscribed TENA SDOs and messages using proxy pointers, geo-translation algorithms, geographical boundary filtering, radar emulated filtering, jammer pattern filtering, and data error generation to exercise platform correlation algorithms at sensor nodes.

The contractor shall develop an InterTEC Reference Implementation Program (RIP) that defines the TENA Standard implementation within InterTEC CI's, the CCFW LROM, and how the EMC advanced functional components are to be architecturally designed to comply with InterTEC requirements. The contractor shall develop a Software Development Kit (SDK) and reference documentation to allow non-InterTEC organizations and developers to comply and interoperate with the InterTEC tool suite

3.12.1 EMC Software Requirements Specification

The contractor shall generate the EMC Software Requirements Specification (SRS) in InterTEC Spiral 3 and beyond. The EMC SRS defines and records InterTEC EMC detailed software requirements as delineated in the InterTEC System/Subsystem Design Document (SSDD). The EMC SRS specifies the detailed software requirements to be used to ensure that all EMC related requirements have been addressed. The EMC SRS provides a requirement traceability mapping to the respective section(s) of the InterTEC SSDD. The contractor shall assist in defining requirements pertaining to the internal and external interfaces and incorporated into the EMC SRS. The EMC SRS is used as the basis for CSCI design and qualification testing during the InterTEC TE VIT (CDRL A009).

3.12.2 EMC Software Design Description

The contractor shall generate the EMC Software Design Description (SDD) using InterTEC development processes and associated tools (such as Enterprise Architect). The EMC SDD defines and records design decisions, the architectural design (identifying the software units comprising the constructive modeling engine, their interfaces, and a concept of execution among them), the traceability between the software units and the EMC SRS and design traceability mapping between the EMC design and the InterTEC SSDD. The contractor shall develop and record a description of each software unit in the EMC SDD. The contractor shall describe the interface characteristics and design of each external interface for the EMC which would serve to communicate and control interface design decisions (CDRL A00A).

3.13 Master Application Installation Disk (MAID)

The contractor shall develop MAID in accordance with the InterTEC tool suite, VIT, SIT, SAT, TENA Execution connection requirements. The contractor shall develop MAID utilizing the COTS installer development kits (such as

InstallShield Pro) to install the complete InterTEC tool suite on a workstation while minimizing operator input. Applications of the InterTEC tool suite are executed via a graphical interface containing all of the application icons. The contractor shall implement security requirements in accordance with the information assurance security in place at the DoD reference sites such that application installation and operation does not violate the site IA policies. Additionally, the contractor shall distribute an Operating System image that meets IA security policies. MAID will include a graphical user interface that allows operators at NSUT sites to make TENA configuration changes free from user-induced error.

3.13.1 MAID Software Requirements Specification

The contractor shall generate the MAID Software Requirements Specification (SRS) in InterTEC Spiral 3 and beyond. The MAID SRS defines and records InterTEC MAID detailed software requirements as delineated in the InterTEC System/Subsystem Design Document (SSDD). The MAID SRS shall specify the detailed software requirements to ensure that all MAID related requirements have been addressed. The MAID SRS provides a requirement traceability mapping to the respective section(s) of the InterTEC SSDD. The contractor shall assist in defining requirements pertaining to the internal and external interfaces to be specified in the MAID SRS. The MAID SRS is used as the basis for CSCI design and qualification testing during the InterTEC TE VIT (CDRL A009).

3.13.2 MAID Software Design Description

The contractor shall generate the MAID Software Design Description (SDD) using InterTEC development processes and associated tools (such as Enterprise Architect). The MAID SDD defines and records design decisions, the architectural design (identifying the software units comprising the constructive modeling engine, their interfaces, and a concept of execution among them), the traceability between the software units and the MAID SRS and design traceability mapping between the EMC design and the InterTEC SSDD. The contractor shall develop and record a description of each software unit in the MAID SDD. The contractor shall describe the interface characteristics and design of each external interface for the MAID which would serve to communicate and control interface design decisions (CDRL A00A).

3.14 Networked System Under Test (NSUT)

The Hardware in the Loop systems and the corresponding facilities/sites housing these systems shall henceforth constitute the NSUT Sites for the purpose of this PWS. The contractor shall participate in a team of technical subject matter experts in site surveys to each of the InterTEC, JMETC and IOR NSUT Sites. The contractor shall coordinate with government and contractor organizations provided when partnerships are established to plan, schedule and conduct the site surveys. The contractor shall prepare a Site Survey Questionnaire prior to conducting the surveys, populate the survey questionnaires, and develop a NSUT Site Survey Database based on the results of the surveys. The contractor shall assess the capabilities at an NSUT and assist in determining compatibility with the InterTEC interoperability mission and the tool suite.

3.14.1 NSUT Interface Requirements Specification

The contractor shall develop an NSUT Interface Requirements Specification (IRS). The IRS specifies the requirements imposed on each external interface for the NSUT Site. The IRS will be used to supplement the SSS and SSDD as the basis for integration and qualification testing of the NSUT Site.

The contractor shall update the NSUT IRS to specify the requirements imposed on each external interface for each NSUT Site (CDRL A00B).

3.14.2 NSUT Interface Design Description

The contractor shall develop a NSUT Site Interface Design Description (IDD). The IDD describes the interface characteristics and design of each external interface for the NSUT Site. The IDD and its companion IRS serve to communicate and control interface design decisions.

The contractor shall develop an IDD for all new InterTEC, JMETC or IOR NSUT Sites to describe the interface characteristics and design of each external interface (CDRL A00C).

3.15 Configuration Management (CM)

The contractor shall manage the Configuration Management (CM) of System Engineering test documentation, TE Product Area related software and documentation, and Change Requests/Software Trouble Reports generated for this effort in accordance with the program policies and procedures.

The contractor shall manage and maintain the Confluence website for submission of all documentation and software articles to the InterTEC CM repository, user account and group policy management, creation/update/deletion of Confluence spaces, and integrating necessary plug-ins to facilitate information dissemination in a Web-based Wiki.

The contractor shall manage and maintain the Atlassian JIRA website for the submission, tracking and resolution of Help Desk cases against all levels of the InterTEC project – including software issues, process improvement suggestions, and user tracking. The contractor shall manage user account and group policy management, profile syncing between Confluence and JIRA, creation/update/deletion of JIRA projects, and integrating necessary plug-ins to facilitate and/or to augment the JIRA tracking features.

The contractor shall manage and maintain the Cradle Requirements Management System for requirements input, deletion, and traceability across all levels of documentation, and document generation.

The contractor shall maintain an Information Technology infrastructure to allow approved users the ability to access all components under this Configuration Management section remotely from the Internet. The contractor shall ensure that adequate bandwidth is available to provide on-demand services across all Configuration Management Components.

3.16 InterTEC Users Group

The contractor shall provide R&D services in development of Joint Mission Thread (JMT) T&E Strategy packages. The services are defined as utilizing the InterTEC system requirements to review JMT architectures and preparing corresponding test based operational plans, develop test scenarios designed to fully exercise specified JMTs in accordance with the related operational plan, develop Test Plans and detailed Test Procedures for specified JMTs, develop Data Capture & Analysis Plans, and develop specific InterTEC based analysis routines for specified JMTs.

The contractor shall provide InterTEC tool suite operator training and site integration efforts that involve site surveys, software installations, and integration testing. In addition the contractor shall prepare training material for the TE product area and provide training of the InterTEC COI in class environment and via online training material. The contractor shall also provide R&D services for a persistent test team and other “event abetment” involving the InterTEC tools suite. The persistent test team shall set up distributed test nodes, update the InterTEC Ports & Protocol Spreadsheet needed to establish the requisite JMETC VPN and/or IO Range firewalls with the JMETC SYSCON and IO Range NOC, coordinate with the SE team to conduct test procedures and Master Sequence of Event List (MSEL) during distributed SIT and SAT events, maintain product CM during testing, and report issues/anomalies that were detected during testing through JIRA. The other “event abetment” is divided into: 1) TE InterTEC activities and 2) event coordination and planning. The contractor shall plan tests of related InterTEC events by utilizing the persistent test team processes. The contractor shall mass-produce and distribute MAID on DVD containing released software, necessary IAVA patches, and Gold Disk SCAN results to all NSUT Sites. The

contractor shall coordinate with the TRMC team to have a single URL or a coordinated set of websites to provide an InterTEC help desk and wiki capability to the User Community (CDRL A00D).

3.17 Net-Centric Systems Test (NST) Technology Area

3.17.1 Broad Agency Announcement (BAA)

The Contractor shall review current BAA projects to provide technical inputs/feedback in defining future BAAs for the NST Technology Area. This includes refining the technology description for desired white papers and proposals that align with future CTEIP requirements.

3.17.2 NST Technology Area

The Contractor shall attend Technical Interchange Meetings (TIMs), various technical teleconferences, and system and design meetings for current and future NST Technology Area projects. The contractor shall develop transition plans that describe the incorporation of technologies developed under NST Technology Area projects into various programs including InterTEC CETIP's program.

3.17.2.1 The contractor shall perform program studies and analyses, set up and attend workshop conferences and meetings, write and present option papers, provide program planning, perform document review, prepare presentations and marketing materials, and provide risk assessments.

3.17.2.2 The contractor shall prepare presentation materials from rough draft source data that will be reviewed by the government. Upon approval, the contractor shall produce the final presentation materials in hardcopy, viewgraph or electronic media format.

3.17.2.3 The contractor shall attend government meetings as directed by the NST EA. The contractor shall research and provide data or prepare reports in preparation for meetings. The contractor shall provide minutes of all meetings to include all relevant information including items and issues discussed, actions taken and action item status. The government will provide the contractor with the meeting schedule (A00F).

3.17.3 NST Project Use Case Application Development

The contractor shall work with the Test Resources Management Center (TRMC) for development of a methodology to assess current test and evaluation Technology Area shortfalls, recommend formats for project submissions via use cases, define an automated evaluation methodology, and track approved projects per use case defined capabilities and funding and schedule constraints. A web-based service application shall be developed and maintained with user permission based access to project information.

3.17.4 NST Technology Insertion Environment

The contractor shall stand-up and manage a Net-Centric technology insertion laboratory for use in maturing technology projects through access to the operationally relevant Net-Centric environment. Contractor activities shall include development of Memorandums of Agreement for accessing LVC distributed resource sites located on the Joint Mission Environment Test Capability infrastructure, and overall test planning, execution, and reporting on project test events.

3.17.5 NST DoDAF Enterprise Architecture

The contractor shall assess the present NST DoDAF architecture for modifications needed for emerging Net-Centric operational requirements and newly released DoDAF architecture specifications. Initial new Net-Centric required

capabilities include:

- T&E Services to the Tactical Edge
- T&E Service Oriented Architecture (SOA) Data Strategies adopted across the T&E community
- Lack of SOA-Specific Tools for compliance and conformance testing services (e.g. architectures, Information Assurance)
- Lack of SOA-Specific Tools for Mission Thread initialization, tracking and visualization
- Lack of SOA-Specific Tools for the Validated JMe Fidelity Component Simulation Services
- Services for JMe Fidelity recreation of the operational battlespace
- Overall SOA T&E Infrastructure for T&E SOA services
- Improved test services performance for time critical applications
- Representation of GIG services
- Digital Representation of Interface Standards
- Tools to Represent Degradation of network Quality of Service found in Operational Environments
- Instrumentation to Effectively Collect and Analyze Complex Network Environments

The contractor shall perform a gap analysis of required Net-Centric test and evaluation capabilities as expressed in the architecture to identify specific Technology Areas for continued investments. The contractor shall perform analysis of the present NST Reference architecture developed with DoDAF v1.5 for modifications and new product developments defined within the DoDAF v2.0.

3.17.6 NST Subject Matter Expertise (SME)

The contractor shall aid in developing the NST project portfolio as indicated by current and future state technologies and applications. The contractor shall provide technical recommendations and feedback to the NST project Principal Investigators (PI) to answer questions, and collect and supply data to them for continued development of their research projects.

3.18 Other Net-Centric Systems Test

The contractor shall provide technical assistance and guidance for the advancement of the CTEIP projects, T&E/S&T Technology Test Areas, IO Range Project, or Electronic Warfare projects that are limited to the testing of Net-Centric operations. The technical assistance shall include but not limited to architecture and software development.

4. DELIVERABLES

The work shall commence upon award of this contract. At the completion of this contract, all hardware and software tools, to include source codes and documentation, will be officially transferred from the Contractor to the NAVAIR (CDRL A00D).

4.1 Monthly Status

The contractor shall provide monthly status, which highlights the events and accomplishments of the previous month's efforts. Included in the monthly status shall be a listing of travel taken during the reporting period and the results of that travel (CDRL A00E).

4.2 Meeting Minutes

The contractor shall record meeting minutes generated from design reviews and test readiness meetings (CDRL A00F).

4.3 Reviews

The contractor will attend technical reviews/meetings such as Technical Exchange Meetings, In-Process Reviews, Build Progress Reviews, Design Reviews, Test Readiness Reviews, and Review Board Meetings. The contractor will provide trip reports, minutes of meetings, and briefs (CDRL A00F, CDRL A008).

5. General

5.1 Reserved

5.2 Security

Performance of tasks required by this PWS will require contractor participation in classified meetings and access to classified material/data up to and including TOP SECRET level. A Contract Security Classification Specification (DD254) will be Attachment 1 to this order. The contractor shall develop an OPSEC plan and ensure that appropriate security clearance certification is on file for personnel assigned to the tasks under this work assignment (CDRL A00G).

5.3 Travel

Extended travel will be required of contractor personnel in the performance of task execution under this PWS. Travel will require the approval of the Contracting Officer's Representative (COR). Travel shall be reimbursed IAW clause 10RA HQ B-2-0020 Travel Costs, as augmented by NAVAIR clause 5252.232-9509.

5.4 Contractor Facilities

The Government anticipates the primary place of performance for this task order will be at the contractor's facility. The contractor is required to maintain a facility within 30 miles of Point Mugu. The Contractor will be able to use Government laboratories at NAWCWD Point Mugu when required for specific tasking. No work spaces or NMCI seats are available for the contractor at the Government facility.

5.5 Personnel

5.5.1 The Government requires a balanced team to ensure management and operational abetment in order to provide continued and successful assessments of the technical aspects of the InterTEC and the T&E/S&T NetCentric programs without interruptions. Therefore, it is important to supply appropriate qualified personnel. The contractor shall propose appropriate labor categories to perform the work described.

5.5.2 The contractor shall assign personnel to this task order who are capable of working independently and with the

demonstrated knowledge, skills and expertise in their respective areas that is necessary to perform all assigned duties beginning immediately at task order award.

5.5.3 The Government considers the following functional labor categories to be key:

5.5.3.1 Program Manager

The Program Manager shall plan and conduct projects or major phases of significant projects as well as coordinate the efforts of engineers and technical staff in the performance of assigned projects. The program manager shall serve as the primary interface and point of contact with government program authorities and representatives on technical and program/project issues; supervise program/project operations by developing procedures; plan and assist in the execution of technical activities; perform maintenance and administrative tasks as well as monitor and report project progress. Additionally, the project manager shall manage acquisition and employment of program/project resources, and manage/control financial and administrative aspects of the program/project with respect to contract requirements.

5.5.3.2 NST Principal Scientist

The NST Principal Scientist shall conduct technical studies and present findings in technical forums, as well as manage the NST internal projects as indicated by the NST Executing Agent (EA). The NST Principal Scientist shall serve as the primary interface and point of contact with government program authorities and representatives on technical program/project issues. This position shall be responsible for applying research, design and analysis of current and new state of the art technologies for the guidance and improvement of the NST TTA portfolio and must possess knowledge of the NST portfolio, the NST roadmap, NST Enterprise Architecture, TRMC T&E/S&T program, and Technology Insertion Environment (TIE). The NST Principal Scientist shall supervise program/project operations by developing procedures, planning and assisting in the execution of technical activities. Additionally, the NST Principal Scientist shall maintain, monitor and report progress on program/project tasks, manage acquisition and employment of program/project resources, and manage/control financial and administrative aspects of the program/project with respect to contract requirements and as directed by the NST EA. The contractor shall assess emergent technologies for research and development in accordance with guiding policies such as the DoD Quadrennial Annual Review and TRMC Strategic Plan to continue to improve T&E/S&T net-centric operations.

5.5.3.3 Senior Systems Engineer (Lead)

The Senior Systems Engineer shall lead and execute systems engineering activities for the InterTEC project. The Senior Systems Engineer shall develop and apply advanced methods, theories and techniques to make recommendations to the Government about requirements, guidance and direction for implementation and testing of complex and advanced information systems requiring expert application of advanced knowledge. The Senior Systems Engineer shall apply an enterprise-wide set of disciplines for planning, analysis, design and construction of information systems; use computational techniques in providing solutions to system malfunction and system enhancement; and use process modeling techniques and methodologies in developing solutions for the customer.

5.5.3.4 Senior Software Engineer (Lead)

The Senior Software Engineer shall lead the software development of the Test Environment configuration items. The Senior Software Engineer shall develop and apply advanced methods, theories and programming techniques to design, code, and document software programs and prepare, maintain, test, and evaluate systems programs for small to large scale computers and associated equipment. Additionally, the Senior Software Engineer shall assemble and unit test routines or modified routines, write system utility programs, code assigned program segments using appropriate languages, and write technical design notes and reporting.

5.5.3.5. Labor Qualifications

The following table includes key personnel and all other general labor categories and the desired education/experience requirements.

<u>Labor Categories</u>	<u>Education/Experience</u>	<u>Relevant Experience</u>
Program Manager (Key)	MS in Engineering, Computer Science, or Technical Program Management	15 years experience in program management and leading teams on the design, development, and integration of complex hardware and software systems.
NST Principal Scientist (Key)	MS in Engineering, Computer Science, or Mathematics	15 years experience in systems design, T&E, leading teams on the design, development, and integration of complex hardware / software systems. Possess knowledge of the NST portfolio, the NST roadmap, NST Enterprise Architecture, TRMC T&E/S&T programs, and Technology Insertion Environment (TEI).
Lead Senior Systems Engineer (Key)	BS in Engineering, Computer Science, or Mathematics	15 years experience in systems engineering design and development. 10 years experience in automated test development and conducting verification tests of complex military systems/subsystems. 4 years of experience executing systems engineering methodologies.
Senior Systems Engineer	BS in Engineering, Computer Science, or Mathematics	6 years experience in systems engineering design and development. 4 years experience in automated test development and conducting verification tests of complex military systems/subsystems. 4 years experience executing systems engineering methodologies.
Systems Engineer	BS in Engineering, Computer Science, or Mathematics	2 years experience in systems engineering design and development, systems engineering processes and system integration.

Lead Senior Software Engineer (Key)	BS in Computer Science, Engineering, or Mathematics	15 years experience in software engineering design and development utilizing advanced methods, theories and programming techniques to design, code, and document software programs and prepare, maintain, test, and evaluate system programs for small to large scale computers and associated equipment. Experience is also desired in the development, integration and testing of complex military systems and subsystems.
Senior Software Engineer	BS in Computer Science, Engineering, or Mathematics	6 years experience in software engineering design and development utilizing advanced methods, theories and programming techniques to design, code, and document software programs and prepare, maintain, test, and evaluate system programs for small to large scale computers and associated equipment. Experience is also desired in the development, integration and testing of complex military systems and subsystems.
Software Engineer	BS in Computer Science, Engineering, or Mathematics	2 years experience is desired specifically in development, integration and testing of complex military systems and subsystems.
Programmer/Analyst	BS in Computer Science, Information Technology (IT), Mathematics	No minimum experience requirement.
Junior Analyst/Technical Specialist	High School or Technical Certificate	2 to 5 years experience utilizing software packages for word processing, spreadsheets, databases, graphics, and desktop publishing applications. Experience with executing clerical and secretarial duties that may require considerable judgment, independent analysis, and detailed knowledge of departmental procedures.

The contractor shall report 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. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

The contractor is required to completely fill in all required data fields using the following web address <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>.

6. MATERIAL AND PURCHASING

The contractor may be required to purchase incidental material in support of this TO. The contractor will be required to obtain written approval from the COR prior to a material purchase value less than or equal to \$3,000, and for services purchases with a value less than or equal to \$2,500. The contractor will be required to obtain written concurrence from the COR, and written approval from the Procuring Contracting Officer prior to the procurement of material or services exceeding the aforementioned dollar thresholds. To receive approval for purchases, the contractor will submit a consent package providing a description, price, evidence of adequate price competition, or if unavailable, a justification for a single source and determination that the price is fair and reasonable. These requirements apply to all contractor purchases.

Section D - Packaging and Marking

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

Note: All deliverables shall be delivered to the Contracting Officer's Representative (COR) at the address noted in Section G, "COR Appointment".

Items 4000-4001, 4100-4101, 4200-4201, 7000-7001, and 7100-7101 - Packaging and marking are not applicable to these items.

Items 6000-6001, 6100-6101, 6200-6201, 9000-9001, and 9100-9101 - Packaging and marking shall be in accordance with best commercial practice.

Items 4040, 4140, 4240, 7040, and 7140 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

HQ D-1-0001 DATA PACKAGING LANGUAGE

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)

All Deliverables shall be packaged and marked in accordance with Best Commercial Practices.

Section E - Inspection and Acceptance

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

Items 4000-4001, 4100-4101, 4200-4201, 7000-7001, and 7100-7101 - 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 the terms and conditions, in accordance with Section J, Attachment 2, Quality Assurance Surveillance Plan (QASP).

Items 6000-6001, 6100-6101, 6200-6201, 9000-9001, and 9100-9100 - Inspection and acceptance shall be at destination by Government.

Items 4040, 4140, 4240, 7040, and 7140 - Inspection and acceptance shall be in accordance with the Exhibit (A) DD Form 1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4040	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4140	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4240	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6101	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6201	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7040	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7140	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9101	Destination	Government	Destination	Government

Section F - Deliveries or Performance

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

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance of the following Firm line Items are as follows:

4000	12/01/2012 - 11/30/2013
4001	12/01/2012 - 11/30/2013
4040	12/01/2012 - 11/30/2013
4100	12/01/2013 - 11/30/2014
4101	12/01/2013 - 11/30/2014
4200	12/01/2014 - 11/30/2015
4201	12/01/2014 - 11/30/2015
6000	12/01/2012 - 11/30/2013
6001	12/01/2012 - 11/30/2013
6100	12/01/2013 - 11/30/2014
6101	12/01/2013 - 11/30/2014
6200	12/01/2014 - 11/30/2015
6201	12/01/2014 - 11/30/2015
7000	12/01/2015 - 11/30/2016
7100	12/01/2016 - 05/30/2018
9000	12/01/2015 - 11/30/2016
9100	12/01/2016 - 05/30/2018
9101	12/01/2016 - 05/30/2018

The Period of Performance of the following Option line Items are as follows:

4140	12/01/2013 - 11/30/2014
4240	12/01/2014 - 11/30/2015
7001	12/01/2015 - 11/30/2016
7040	12/01/2015 - 11/30/2016
7101	12/01/2016 - 05/30/2018
7140	12/01/2016 - 11/30/2017
9001	12/01/2015 - 11/30/2016

The Period of Performance of the following Award Term line Items are as follows:
No award term line items.

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 CDRL.

(1) PCO, Code 254200D.

(2) ACO, Refer to Block 24 of the Basic Task Order

(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: See Exhibit (A) Contract Data Requirements List (CDRL) (DD1423)

10RA Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract.

The Period of Performance of the following Firm items are as follows:

4000	12/01/2012 - 11/30/2013
4001	12/01/2012 - 11/30/2013
4040	12/01/2012 - 11/30/2013
4100	12/01/2013 - 11/30/2014
4101	12/01/2013 - 11/30/2014
4200	12/01/2014 - 11/30/2015
4201	12/01/2014 - 11/30/2015

6000	12/01/2012 - 11/30/2013
6001	12/01/2012 - 11/30/2013
6100	12/01/2013 - 11/30/2014
6101	12/01/2013 - 11/30/2014
6200	12/01/2014 - 11/30/2015
6201	12/01/2014 - 11/30/2015
7000	12/01/2015 - 11/30/2016
7100	12/01/2016 - 05/30/2018
9000	12/01/2015 - 11/30/2016
9100	12/01/2016 - 05/30/2018
9101	12/01/2016 - 05/30/2018

The Period of Performance of the following Option items are as follows:

4140	12/01/2013 - 11/30/2014
4240	12/01/2014 - 11/30/2015
7001	12/01/2015 - 11/30/2016
7040	12/01/2015 - 11/30/2016
7101	12/01/2016 - 05/30/2018
7140	12/01/2016 - 11/30/2017
9001	12/01/2015 - 11/30/2016

Section G - Contract Administration Data

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

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

In accordance with DFARS PGI 204.7108 (b) and (d)(12), the payment office shall make payment by CLIN and ACRN as outlined on the contractor's payment request for individual orders. None of the standard payment clauses outlined in DFARS PGI 204.7108(d)(1) through (11) are appropriate. This contract has multiple funding ACRNs within one line item. These deliverables and repairs may be completed or delivered in an order that does not reflect the order of ACRN funding and must be paid prior to preceding ACRNS. Although listed under the same CLIN for identical items or repairs, ACRNs for billing may be identified for use only with specific quantities within the total CLIN quantity. ACRNS may only be utilized for the quantity specified and not for use on the remaining deliverables or repairs that have a different ACRN specified for their use.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the contractor shall -

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance.
- (b) Separately identify a payment amount for each contract line item included in the payment request.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated (b) (6) as the authorized Contracting Officer's Representative (COR) for this contract.

(b) (6)

Phone: (b) (6)

Email: (b) (6)

(b) The duties of the COR re to be in accordance with accepted COR nomination letter and PCO COR appointment letter to be issued at time of award.

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

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

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

exceed the fee amount(s) set forth in this contract.

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

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

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(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 Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(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 setup 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 (*contracting officer check all that apply*)

- | | |
|-------|--|
| _____ | Invoice (FFP Supply & Service) |
| _____ | Invoice and Receiving Report Combo (FFP Supply) |
| _____ | Invoice as 2-in-1 (FFP Service Only) |
| _X_ | Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) |

____ Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N68936</u>
Admin DODAAC	<u>*Block 6 of TO cover</u>
Pay Office DODAAC	<u>*Block 12 of TO cover</u>
Inspector DODAAC	<u>N68936</u>
Service Acceptor DODAAC	<u>N68936</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>S0512A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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) 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:

Name	Email	Phone	Role
(b) (6)	(b) (6)	(b) (6)	End User
(b) (6)	(b) (6)	(b) (6)	Contract Specialist

Contracting Officer's Representative (COR)

(b) (6)

(b) (6)

(b) (6)

Procuring Contracting Officer (PCO)

John Faria

john.faria@navy.mil

760-939-3728

Contract Specialist

(b) (6)

(b) (6)

(b) (6)

(f) 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.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact (b) (6) at (b) (6) or (b) (6)

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 (b) (4) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **0 man-hours** are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately (b) (4) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is

furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 task order 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)

CLIN 4000	
ALLOTTED TO COST:	\$ (b) (4)
ALLOTTED TO FEE:	\$ (b) (4)
PERIOD OF PERFORMANCE:	12/01/2012 - 11/30/2013
CLIN 4001	
ALLOTTED TO COST	\$
ALLOTTED TO FEE	\$
PERIOD OF PERFORMANCE	12/01/2012 - 11/30/2013
CLIN 4100	
ALLOTTED TO COST	\$ (b) (4)
ALLOTTED TO FEE	\$ (b) (4)
PERIOD OF PERFORMANCE	12/01/2013 - 11/30/2014
CLIN 4101	
ALLOTTED TO COST	\$ (b) (4)
ALLOTTED TO FEE	\$ (b) (4)
PERIOD OF PERFORMANCE	12/01/2013 - 11/30/2014
CLIN 4200	
ALLOTTED TO COST	\$ (b) (4)
ALLOTTED TO FEE	\$ (b) (4)
PERIOD OF PERFORMANCE	12/01/2014 - 11/30/2015
CLIN 4201	
ALLOTTED TO COST:	\$ (b) (4)
ALLOTTED TO FEE	\$ (b) (4)
PERIOD OF PERFORMANCE	12/01/2014 - 11/30/2015
CLIN 7000	
ALLOTTED TO COST:	(b) (4)

ALLOTTED TO FEE	(b) (4)
PERIOD OF PERFORMANCE	12/1/2015 - 11/30/2016
CLIN 7001	
ALLOTTED TO COST:	\$ _____
ALLOTTED TO FEE	\$ _____
PERIOD OF PERFORMANCE	12/1/2015 - 11/30/2016
CLIN 7100	
ALLOTTED TO COST:	(b) (4)
ALLOTTED TO FEE	(b) (4)
PERIOD OF PERFORMANCE	12/1/2016 - 05/30/2018
CLIN 7101	
ALLOTTED TO COST:	\$ _____
ALLOTTED TO FEE	\$ _____
PERIOD OF PERFORMANCE	12/1/2016 - 05/30/2018
CLIN 6000 (ODC)	
ALLOTTED TO COST:	(b) (4)
PERIOD OF PERFORMANCE	12/1/2012 - 11/30/2013
CLIN 6001 (ODC)	
ALLOTTED TO COST:	\$ _____
PERIOD OF PERFORMANCE	12/1/2012 - 11/30/2013
CLIN 6100 (ODC)	
ALLOTTED TO COST:	(b) (4)
PERIOD OF PERFORMANCE	12/1/2013 - 11/30/2014
CLIN 6101 (ODC)	
ALLOTTED TO COST:	(b) (4) —
PERIOD OF PERFORMANCE	12/1/2013 - 11/30/2014
CLIN 6200 (ODC)	
ALLOTTED TO COST:	(b) (4)
PERIOD OF PERFORMANCE	12/1/2014 - 11/30/2015
CLIN 6201 (ODC)	
ALLOTTED TO COST:	(b) (4)
PERIOD OF PERFORMANCE	12/1/2014 - 11/30/2015

CLIN 9000 (ODC)	
ALLOTTED TO COST:	(b) (4)
PERIOD OF PERFORMANCE	12/1/2015 - 11/30/2016
CLIN 9001 (ODC)	
ALLOTTED TO COST:	\$ _____
PERIOD OF PERFORMANCE	12/1/2015 - 11/30/2016
CLIN 9100 (ODC)	
ALLOTTED TO COST:	(b) (4)
PERIOD OF PERFORMANCE	12/1/2016 - 05/30/2018
CLIN 9101 (ODC)	
ALLOTTED TO COST:	(b) (4)
PERIOD OF PERFORMANCE	12/1/2016 - 05/30/2018

(b) The parties contemplate that the Government will allot additional amounts to this task order from time to time for the incrementally funded CLINs/SLINs by unilateral task order 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.

FUNDING PROFILE

It is estimated that these incremental funds will provide for 274,400 hours for the entire work effort. The following details funding to date:

Total Contract CPFF: \$	(b) (4)
Funds this Action: (\$	(b) (4)
Previous Funding: \$	(b) (4)
Funds Available: \$	(b) (4)
Balance Unfunded: \$	(b) (4)

400001 130026830000001 (b) (4)

LLA :

AA 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001184382

600001 130026830000001 (b) (4)

LLA :

AA 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001184382

BASE Funding (b) (4)

Cumulative Funding (b) (4)

MOD 01

400002 130024111200001 1 (b) (4)

LLA :

AB 9720400 4HGA 255 00019 0 050120 2D 000000 A00000991699

600002 130024111200001 (b) (4)

LLA :

AB 9720400 4HGA 255 00019 0 050120 2D 000000 A00000991699

MOD 01 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 02

400001 130026830000001 (b) (4)

LLA :

AA 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001184382

600001 130026830000001 (b) (4)

LLA :

AA 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001184382

MOD 02 Funding - (b) (4)

Cumulative Funding (b) (4)

MOD 03

400002 130024111200001 (b) (4)

LLA :

AB 9720400 4HGA 255 00019 0 050120 2D 000000 A00000991699

600002 130024111200001 (b) (4)

LLA :

AB 9720400 4HGA 255 00019 0 050120 2D 000000 A00000991699

MOD 03 Funding - (b) (4)

Cumulative Funding (b) (4)

MOD 04 Funding 0.00

Cumulative Funding (b) (4)

MOD 05

400003 130031774300001 (b) (4)

LLA :

AC 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001507152

MOD 05 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 06

400004 13003185940001 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

600003 13003185940001 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

MOD 06 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 07

400005 1300241112-0002 (b) (4)

LLA :

AB 9720400 4HGA 255 00019 0 050120 2D 000000 A00000991699

MOD 07 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 08

400006 1300329696 (b) (4)

LLA :

AE 9730400 4HGA 255 00019 0 050120 2D 000000 A00001580664

600004 1300329696 (b) (4)

LLA :

AE 9730400 4HGA 255 00019 0 050120 2D 000000 A00001580664

MOD 08 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 09

400007 130033014000001 (b) (4)

LLA :

AF 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001583095

MOD 09 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 10

400008 130034193900001 (b) (4)

LLA :

AG 9730400 3838 063 4P310 0 255Y04 94 47RMAM 33004 049447

MOD 10 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 11

400009 130034685900001 (b) (4)

LLA :

AH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001701850

400010 130034620200001 (b) (4)

LLA :

AJ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001695237

MOD 11 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 12

400011 1300351894 (b) (4)

LLA :

AK 9730400 4HGA 255 00019 0 050120 2D 000000 A00001738700

400012 1300318594-0001 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

MOD 12 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 13

400013 1300353351 (b) (4)

LLA :

AL 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748300

Standard Number: FMS CASE (b) (4)

400014 1300353352 (b) (4)

LLA :

AM 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748681

Standard Number: FMS CASE (b) (4)

600005 1300353351 (b) (4)

LLA :

AL 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748300

Standard Number: FMS CASE (b) (4)

MOD 13 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 14 Funding 0.00

Cumulative Funding (b) (4)

MOD 15

400015 13003185940003 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

600006 13003185940003 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

MOD 15 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 16

400016 1300186756-0001 (b) (4)

LLA :

AN 97X4930 NH2C 255 77777 0 050120 2F 000000 A0000627150

400017 1300318594-0003 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

400018 1300186756-0001 (b) (4)

LLA :

AN 97X4930 NH2C 255 77777 0 050120 2F 000000 A0000627150

600007 1300318594-0003 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

MOD 16 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 17

400016 1300186756-0001 (b) (4)

LLA :

AN 97X4930 NH2C 255 77777 0 050120 2F 000000 A0000627150

400018 1300186756-0001 (b) (4)

LLA :

AN 97X4930 NH2C 255 77777 0 050120 2F 000000 A0000627150

MOD 17 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 18

400019 13003676390001 (b) (4)

LLA :
AP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001835238

MOD 18 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 19

400020 130034685900002 (b) (4)
LLA :
AH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001701850
WCD:12/31/13

600008 130034685900002 (b) (4)
LLA :
AH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001701850
WCD:12/31/2013

600009 130037479700001 (b) (4)
LLA :
AQ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001880168
WCD: 12/31/13

MOD 19 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 20

600010 130037825700003 (b) (4)
LLA :
AR 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001701850
WCD:12/31/2013

600011 130037825700001 (b) (4)
LLA :
AS 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001908761
WCD:11/30/2013

MOD 20 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 21 Funding 0.00
Cumulative Funding (b) (4)

MOD 22

400020 130034685900002 (b) (4)

LLA :

AH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001701850

WCD:12/31/13

400021 13003533510002 (b) (4)

LLA :

AL 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748300

Standard Number: FMS CASE#: (b) (4)

WCD: 12-31-13

400022 130038117800001 (b) (4)

LLA :

AT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001941723

WCD: 11-30-13

400023 130035189400002 (b) (4)

LLA :

AK 9730400 4HGA 255 00019 0 050120 2D 000000 A00001738700

WCD: 11/30/2013

400024 130035335200002 (b) (4)

LLA :

AM 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748681

Standard Number: FMS CASE (b) (4)

WCD: 12-31-13

600012 130038117800001 (b) (4)

LLA :

AT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001941723

WCD: 11-30-13

600013 1300346859 (b) (4)

LLA :

AH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001701850

WCD: 12-31-13

MOD 22 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 23

400025 1300384601 (b) (4)

LLA :

AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001976802

400026 13003518940003 (b) (4)

LLA :

AK 9730400 4HGA 255 00019 0 050120 2D 000000 A00001738700

MOD 23 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 24

400027 130038460100002 (b) (4)

LLA :

AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001976802

MOD 24 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 25

400015 13003185940003 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

400027 130038460100002 (b) (4)

LLA :

AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001976802

410001 130038460100002 (b) (4)

LLA :

AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001976802

410002 130038758300001 (b) (4)

LLA :

AV 9730400 3838 063 4P310 0 255Y04 94 47RMAM 33011 049447

410003 130035335100003 (b) (4)

LLA :

AL 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748300

Standard Number: FMS CASE #: NSBCJA

410004 130035335200003 (b) (4)

LLA :

AM 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748681

Standard Number: FMS CASE #: NSACIS

410005 130036763900002 (b) (4)

LLA :

AP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001835238

410006 130038746100001 (b) (4)

LLA :

AW 9730400 4HGA 255 00019 0 050120 2D 000000 A00002001783

410007 130038117800002 (b) (4)

LLA :

AT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001941723

600007 1300318594-0003 (b) (4)

LLA :

AD 9730400 4HGB 255 00019 0 050120 2D 000000 A00001513086

610001 130038758300001 (b) (4)

LLA :

AV 9730400 3838 063 4P310 0 255Y04 94 47RMAM 33011 049447

610002 130035335200003 (b) (4)

LLA :

AM 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748681

Standard Number: FMS CASE (b) (4)

MOD 25 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 26

410008 130039136800001 (b) (4)

LLA :

AX 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002034827

WCD: 12/31/13

410009 1300393257 (b) (4)

LLA :

AY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002049386

WCD: 11-30-2014

410010 130039544200001 (b) (4)

LLA :

AZ 9730400 4HGB 255 00019 0 050120 2D 000000 A00002062682

410011 130036763900003 (b) (4)

LLA :

AP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001835238

610003 130039136800001 (b) (4)

LLA :

AX 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002034827

WCD: 12/31/13

610004 130039325700001 (b) (4)

LLA :

AY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002049386

WCD:11-30-2014

MOD 26 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 27

410011 130036763900003 (b) (4)

LLA :

AP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001835238

MOD 27 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 28

410012 1300367639-0004 (b) (4)

LLA :

BA 97X4930 NH2C 255 77777 0 050120 2F 000000 A10001835238

WCD: 113014

410013 1300384601-0002 (b) (4)

LLA :

BB 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001976802

WCD: 09302014

410014 1300396829 (b) (4)

LLA :

BC 1741319 W2DF 255 RA313 0 068342 2D 000000 000000003270

WCD: 093014

410015 130035335100004 (b) (4)

LLA :

BD 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748300

Standard Number: FMS CASE# (b) (4)

Work Completion Date: 093014

410016 1300353352 (b) (4)

LLA :

BE 97X4930 NH2C 255 77777 0 050120 2F 000000 A0000174868

Standard Number: FMS (b) (4)

WCD: 09 30 14

610005 1300353352-0003 (b) (4)

LLA :

BF 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748681

Standard Number: FMS CASE # (b) (4)

WCD: 09 30 14

MOD 28 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 29

410014 1300396829 (b) (4)

LLA :

BC 1741319 W2DF 255 RA313 0 068342 2D 000000 000000003270

WCD: 093014

410017 1300399540 (b) (4)

LLA :

BG 9740400 4HGB 255 00019 0 050120 2D 000000 A00002092314

WCD:

410018 1300401522 (b) (4)

LLA :

BH 1741319 W3F3 255 RA313 0 068342 2D 000000 03346000EA30

WCD: 093014

MOD 29 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 30

410019 130040559900001 (b) (4)

LLA :

BJ 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42030 049447

410020 130040559500001 (b) (4)

LLA :

BK 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002144954

Standard Number: FMS CASE (b) (4)

410021 130040282000001 (b) (4)

LLA :

BL 9740400 4HGA 255 00019 0 050120 2D 000000 A00002122264

410022 130040559600001 (b) (4)

LLA :

BM 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002144955

Standard Number: FMS CASE (b) (4)

610006 130040559800001 (b) (4)

LLA :

BN 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002144957

610007 130040559600001 (b) (4)

LLA :

BM 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002144955

Standard Number: FMS CASE (b) (4)

MOD 30 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 31

410023 1300367639-0005 (b) (4)

LLA :

BA 97X4930 NH2C 255 77777 0 050120 2F 000000 A10001835238

WCD: 11/30/14

410024 1300407091 (b) (4)

LLA :

BP 1741319 F4KW 000 41756 0 068941 2D 000000 F70025212000

610008 1300407091 (b) (4)

LLA :

BP 1741319 F4KW 000 41756 0 068941 2D 000000 F70025212000

MOD 31 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 32

410025 1300414607 (b) (4)

LLA :

BQ 9740400 4HGB 255 00019 0 050120 2D 000000 A00002209668

MOD 32 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 33

410026 1300401522-0001 (b) (4)

LLA :
BH 1741319 W3F3 255 RA313 0 068342 2D 000000 03346000EA30
WCD: 09/30/14

410027 1300405599-0002 (b) (4)

LLA :
BJ 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42030 049447
WCD: 09/30/14

410028 1300405599-0001 (b) (4)

LLA :
BJ 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42030 049447
WCD: 09/30/14

610010 1300405598-0001 (b) (4)

LLA :
BN 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002144957
WCD: 12/31/14

610011 1300425040 (b) (4)

LLA :
BR 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002291477
WCD: 09/30/14

610101 1300405598-0001 18450.00

LLA :
BN 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002144957
WCD: 12/31/14

610102 1300405599-0001 (b) (4)

LLA :
BJ 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42030 049447
WCD: 09/30/2015

MOD 33 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 34

410029 1300430123 (b) (4)

LLA :

BS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002323384

WCD 12/31/2014

MOD 34 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 35 Funding 0.00

Cumulative Funding (b) (4)

MOD 36

410025 1300414607 (b) (4)

LLA :

BQ 9740400 4HGB 255 00019 0 050120 2D 000000 A00002209668

410030 1300405595-0001 (b) (4)

LLA :

BK 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002144954

Standard Number: NSACIS Country: (b) (4)
12-31-2014

410031 1300443879 304355.50

LLA :

BT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002420862

Standard Number: FMS Case # (b) (4)
DEC. 31, 2014

410032 1300402820-0001 (b) (4)

LLA :

BL 9740400 4HGA 255 00019 0 050120 2D 000000 A00002122264
9-30-2015

410033 (b) (4)

LLA :

BL 9740400 4HGA 255 00019 0 050120 2D 000000 A00002122264
9/30/2015

MOD 36 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 37

410034 1300452655 (b) (4)

LLA :

BV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002486831
12-31-2014

410101 1300452655 (b) (4)

LLA :

BV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002486831
12-31-2015

410102 1300443879-0001 (b) (4)

LLA :

BW 97X4930 NH2C 255 77777 0 050120 2F 000000 A10002420862
Standard Number: FMS Case (b) (4)
12-31-2014

410103 1300405595-0002 (b) (4)

LLA :

BX 97X4930 NH2C 255 77777 0 050120 2F 000000 A10002144954
Standard Number: FMS Case (b) (4)
12-31-2014

420001 1300452657 (b) (4)

LLA :

BU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002486833
09-30-2015

610012 1300452655 (b) (4)

LLA :

BV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002486831
12-31-2014

620001 1300452657 (b) (4)

LLA :

BU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002486833
09-30-2015

MOD 37 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 38

410104 1300402820-0002 (b) (4)

LLA :

BL 9740400 4HGA 255 00019 0 050120 2D 000000 A00002122264
09-30-2015

MOD 38 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 39

420002 1300455078 (b) (4)

LLA :

BY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002512628

WCD 12/31/2014

620002 1300455079 (b) (4)

LLA :

BZ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002512644

WCD: 12/31/2014

MOD 39 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 40

420003 1300455250 (b) (4)

LLA :

CA 9740400 4HGB 255 00019 0 050120 2D 000000 A00002515151

09-30-2015

MOD 40 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 41

420004 1300430123-0001 (b) (4)

LLA :

BS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002323384

12-31-2014

620003 1300430123-0001 (b) (4)

LLA :

BS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002323384

12-31-2014

MOD 41 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 42

420005 1300461561 (b) (4)

LLA :

CB 1751319 W2F2 255 00014 050120 2D 000000 A00002585434

09-30-2016

420006 1300464351 (b) (4)

LLA :

CC 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613112

Standard Number: FMS, (b) (4)

09-30-2015

420007 1300464352 (b) (4)

LLA :

CD 97X4930 NH2C 255 77777 0 050120 2F 000000 A10002613113

Standard Number: FMS, (b) (4)

09-30-2015

420008 1300464353 (b) (4)

LLA :

CE 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613114

Standard Number: FMS, (b) (4)

09-30-2015

620004 1300461561 (b) (4)

LLA :

CB 1751319 W2F2 255 00014 050120 2D 000000 A00002585434

09-30-2016

620005 1300464353 (b) (4)

LLA :

CE 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613114

Standard Number: FMS, (b) (4)

09-30-2015

MOD 42 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 43

420009 1300466151 (b) (4)

LLA :

CF 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002626340

WCD 12-31-2014

MOD 43 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 44

420010 1300452655-0001 (b) (4)

LLA :

BV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002486831
12-31-2014

420011 1300405599-0003 (b) (4)

LLA :

BJ 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42030 049447
09-30-2015

420012 1300467797 (b) (4)

LLA :

CG 9750400 4HGB 255 00019 050120 2D 000000 A00002640090
09-30-2016

620006 1300467797 (b) (4)

LLA :

CG 9750400 4HGB 255 00019 050120 2D 000000 A00002640090
09-30-2016

MOD 44 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 45

420013 1300464351-0001 (b) (4)

LLA :

CH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613112
Standard Number: FMS, (b) (4)
09-30-2015

420014 1300464352-0001 (b) (4)

LLA :

CJ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613113
Standard Number: FMS, (b) (4)
09-30-2015

420015 1300464353-0001 (b) (4)

LLA :

CE 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613114
Standard Number: FMS, (b) (4)
09-30-2015

MOD 45 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 46

620007 1300476873 (b) (4)
LLA :
CK 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002715489
11-30-2015

MOD 46 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 47

420016 1300467797-0001 (b) (4)
LLA :
CG 9750400 4HGB 255 00019 050120 2D 000000 A00002640090
09-30-2016

MOD 47 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 48

410007 130038117800002 (b) (4)
LLA :
AT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001941723

MOD 48 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 49

420017 1300485841 2 (b) (4)
LLA :
CL 9750400 4HGA 255 00019 050120 2D 000000 A00002782185
09-30-2016

420018 1300464353-0002 (b) (4)
LLA :
CE 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613114
Standard Number: FMS, (b) (4)

09-30-2015

420019 1300484742 (b) (4)

LLA :

CM 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002774044

Standard Number: FMS, (b) (4)

12-31-2015

620008 1300485841 (b) (4)

LLA :

CL 9750400 4HGA 255 00019 050120 2D 000000 A00002782185

09-30-2016

MOD 49 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 50

420020 1300497485 (b) (4)

LLA :

CN 1751319 T7AE 255 67854 067443 2D C33730 5RCR5CP1175G

05-31-2015

MOD 50 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 51 Funding 0.00

Cumulative Funding (b) (4)

MOD 52

410103 1300405595-0002 (b) (4)

LLA :

BX 97X4930 NH2C 255 77777 0 050120 2F 000000 A10002144954

Standard Number: FMS Case (b) (4)

12-31-2014

420021 1300502259 (b) (4)

LLA :

CQ 9750400 3838 063 4P594 0 255Y04 94 47WAFF RMAM52030 049447

11-30-2015

420022 1300502260 (b) (4)

LLA :

CR 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002901089

09-30-2015

420023 1300464351-0002 (b) (4)

LLA :

CH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613112

Standard Number: FMS, (b) (4)

09-30-2015

420024 1300502686 (b) (4)

LLA :

CS 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002903383

Standard Number: FMS, (b) (4)

09-30-2015

420025 1300464352-0002 (b) (4)

LLA :

CT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613113

Standard Number: FMS, (b) (4)

09-30-2015

420026 1300504512 (b) (4)

LLA :

CU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002914508

Standard Number: FMS (b) (4)

11-30-2015

420027 1300467797-0003 (b) (4)

LLA :

CP 9750400 4HGB 255 00019 0 050120 2D 000000 A00002640090

09-30-2016

620009 1300467797-0002 (b) (4)

LLA :

CP 9750400 4HGB 255 00019 0 050120 2D 000000 A00002640090

09-30-2016

620010 1300467797-0003 (b) (4)

LLA :

CP 9750400 4HGB 255 00019 0 050120 2D 000000 A00002640090

09-30-2016

620101 1300467797-0003 (b) (4)

LLA :

CP 9750400 4HGB 255 00019 0 050120 2D 000000 A00002640090

09-30-2016

MOD 52 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 53

420028 1300485841-0001 (b) (4)

LLA :

CV 9750400 4HGA 255 00019 0 050120 2D 000000 A00002782185
09-30-2016

MOD 53 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 54

420029 1300515325 (b) (4)

LLA :

CW 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002986001
2015-09-30

420030 1300521590 (b) (4)

LLA :

CX 9740400 1120 P44 48040 1 255Y96 KM 970494 47DWAM42816
20150930

420031 1300467797-0004 (b) (4)

LLA :

CP 9750400 4HGB 255 00019 0 050120 2D 000000 A00002640090
2016-09-30

620005 1300464353 (b) (4)

LLA :

CE 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613114
Standard Number: FMS, (b) (4)
09-30-2015

620011 1300467797-0004 (b) (4)

LLA :

CP 9750400 4HGB 255 00019 0 050120 2D 000000 A00002640090
2016-09-30

MOD 54 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 55

420032 1300464353-0005 (b) (4)

LLA :

CY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613114

Standard Number: FMS, (b) (4)

20150930

420101 1300464352-0003 (b) (4)

LLA :

CT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613113

Standard Number: FMS, (b) (4)

20150930

420102 1300464351-0003 (b) (4)

LLA :

CH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613112

Standard Number: FMS, (b) (4)

20150930

MOD 55 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 56

420033 1300485841-0002 (b) (4)

LLA :

CV 9750400 4HGA 255 00019 0 050120 2D 000000 A00002782185

20160930

420034 1300504512-0001 (b) (4)

LLA :

CU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002914508

Standard Number: FMS (b) (4)

97-11X8242, FMS (b) (4)

20151130

420103 1300485841-0002 (b) (4)

LLA :

CV 9750400 4HGA 255 00019 0 050120 2D 000000 A00002782185

20160930

420104 1300530183 (b) (4)

LLA :

CZ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003096406

Standard Number: FMS Case Number: (b) (4)

20160930

MOD 56 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 57

700001 1300529317 (b) (4)

LLA :

DA 9750400 4HGB 255 00019 0 050120 2D 000000 A00003089704
20160930

MOD 57 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 58

420105 1300504512-0002 (b) (4)

LLA :

CU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002914508
FMS Type of Funds: 97-11X8242
WCD: 11/30/15

MOD 58 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 59

700002 1300536880 (b) (4)

LLA :

DB 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003169059
Standard Number: FMS (b) (4)
Fund Expiration Date/Work Completion Date: 20160331

700003 1300536879 (b) (4)

LLA :

DD 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003169055
Fund Expiration Date/Work Completion Date: 20160930

700004 1300536872 (b) (4)

LLA :

DC 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003168447
Fund Expiration Date/Work Completion Date: 20151231

900001 1300536872 (b) (4)

LLA :

DC 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003168447
Fund Expiration Date/Work Completion Date: 20151231

MOD 59 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 60

700005 1300537277 (b) (4)

LLA :
DE 9760400 4HGB 255 00019 0 050120 2D 000000 A00003172459
Fund Expiration Date/Work Completion Date: 20170930

700006 1300540241 (b) (4)

LLA :
DF 9760400 3838 063 4P694 0 255Y04 94 47WAFF RMAM62030 049447
Fund Expiration Date/Work Completion Date: 20161130

MOD 60 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 61

700007 1300540299 (b) (4)

LLA :
DG 9760400 4HGA 255 00019 0 050120 2D 000000 A00003198500
Fund Expiration Date/Work Completion Date: 20170930

MOD 61 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 62

700008 1300540299-0001 (b) (4)

LLA :
DK 9760400 4HGA 255 00019 0 050120 2D 000000 A00003198500
Fund Expiration Date/Work Completion Date: 20170930

700009 1300537277-0001 (b) (4)

LLA :
DJ 9760400 4HGB 255 00019 0 050120 2D 000000 A00003172459
Fund Expiration Date/Work Completion Date: 20170930

700010 1300549236 (b) (4)

LLA :
DH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003271585
9/30/2016

900002 1300540299-0001 (b) (4)

LLA :

DK 9760400 4HGA 255 00019 0 050120 2D 000000 A00003198500

Fund Expiration Date/Work Completion Date: 20170930

900003 1300537277-0001 (b) (4)

LLA :

DL 9760400 4HGB 255 00019 0 050120 2D 000000 A00003172459

Fund Expiration Date/Work Completion Date: 20170930

MOD 62 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 63

700006 1300540241-0001 (b) (4)

LLA :

DF 9760400 3838 063 4P694 0 255Y04 94 47WAFF RMAM62030 049447

Fund Expiration Date/Work Completion Date: 20161130

MOD 63 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 64

700011 1300540299-0003 (b) (4)

LLA :

DM 9760400 4HGA 255 00019 0 050120 2D 000000 A00003198500

Fund Expiration Date/Work Completion Date: 20170930

900004 1300540299-0002 (b) (4)

LLA :

DM 9760400 4HGA 255 00019 0 050120 2D 000000 A00003198500

Fund Expiration Date/Work Completion Date: 20170930

MOD 64 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 65

900005 1300564106 (b) (4)

LLA :

DN 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003383684

FED 11-30-2016

MOD 65 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 66

900006 13005641060003 (b) (4)

LLA :
DN 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003383684

MOD 66 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 67

700010 1300549236 (b) (4)

LLA :
DH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003271585
9/30/2016

MOD 67 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 68

700012 1300581282 (b) (4)

LLA :
DP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003509556
20161130

700013 1300537277-0002 (b) (4)

LLA :
DJ 9760400 4HGB 255 00019 0 050120 2D 000000 A00003172459
20170930

900007 1300537277-0002 (b) (4)

LLA :
DL 9760400 4HGB 255 00019 0 050120 2D 000000 A00003172459
20170930

MOD 68 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 69

700011 1300540299-0003 (b) (4)

LLA :

DM 9760400 4HGA 255 00019 0 050120 2D 000000 A00003198500

Fund Expiration Date/Work Completion Date: 20170930

MOD 69 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 70

700006 1300540241-0001 (b) (4)

LLA :

DF 9760400 3838 063 4P694 0 255Y04 94 47WAFF RMAM62030 049447

Fund Expiration Date/Work Completion Date: 20161130

MOD 70 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 71

710001 130060346600002 (b) (4)

LLA :

DQ 9760400 4HGB 255 00019 0 050120 2D 000000 A00003669250

910001 130060346600001 (b) (4)

LLA :

DQ 9760400 4HGB 255 00019 0 050120 2D 000000 A00003669250

MOD 71 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 72

900002 130054029900003 (b) (4)

LLA :

DK 9760400 4HGA 255 00019 0 050120 2D 000000 A00003198500

Fund Expiration Date/Work Completion Date: 20170930

900004 130054029900005 (b) (4)

LLA :

DM 9760400 4HGA 255 00019 0 050120 2D 000000 A00003198500

Fund Expiration Date/Work Completion Date: 20170930

MOD 72 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 73

710002 130054024100004 (b) (4)

LLA :

DF 9760400 3838 063 4P694 0 255Y04 94 47WAFF RMAM62030 049447

MOD 73 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 74

710003 130061146900001 (b) (4)

LLA :

DR 9770400 1120 P79 40063 4 255Y00 00 000494 47DWAM70441 049447

910002 130061146900002 (b) (4)

LLA :

DR 9770400 1120 P79 40063 4 255Y00 00 000494 47DWAM70441 049447

MOD 74 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 75

910003 130061205200001 (b) (4)

LLA :

DS 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003741612

MOD 75 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 76

700012 1300581282 (b) (4)

LLA :

DP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003509556

20161130

MOD 76 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 77

710004 130061227300001 (b) (4)
LLA :
DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

910004 130061227300002 (b) (4)
LLA :
DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

MOD 77 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 78

710005 130061996400001 (b) (4)
LLA :
DU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003804874

MOD 78 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 79

710006 130062631200001 (b) (4)
LLA :
DV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003857428

MOD 79 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 80

710007 1300612273-0005 (b) (4)
LLA :
DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

910005 1300612273-0005 (b) (4)

LLA :

DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

910101 1300612273-0001 (b) (4)

LLA :

DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

MOD 80 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 81

710008 130061146900003 (b) (4)

LLA :

DR 9770400 1120 P79 40063 4 255Y00 00 000494 47DWAM70441 049447

910102 130061146900004 (b) (4)

LLA :

DR 9770400 1120 P79 40063 4 255Y00 00 000494 47DWAM70441 049447

MOD 81 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 82

700013 1300537277-0002 (b) (4)

LLA :

DJ 9760400 4HGB 255 00019 0 050120 2D 000000 A00003172459
20170930

MOD 82 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 83

710009 130061227300006 (b) (4)

LLA :

DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

MOD 83 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 84

710010 130062631200002 (b) (4)

LLA :

DV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003857428

710011 130061227300007 (b) (4)

LLA :

DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

710012 130066071300001 (b) (4)

LLA :

DW 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004108016

710013 130065959700001 (b) (4)

LLA :

DX 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004101998

MOD 84 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 85

710014 130061146900005 (b) (4)

LLA :

DR 9770400 1120 P79 40063 4 255Y00 00 000494 47DWAM70441 049447

MOD 85 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 86 Funding 0.00

Cumulative Funding (b) (4)

MOD 87

710014 130061146900005 (b) (4)

LLA :

DR 9770400 1120 P79 40063 4 255Y00 00 000494 47DWAM70441 049447

710015 130068419500001 (b) (4)

LLA :

DY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004297181

910002 130061146900002 (b) (4)

LLA :

DR 9770400 1120 P79 40063 4 255Y00 00 000494 47DWAM70441 049447

910102 130061146900004 (b) (4)

LLA :

DR 9770400 1120 P79 40063 4 255Y00 00 000494 47DWAM70441 049447

910103 130068419500002 (b) (4)

LLA :

DY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004297181

MOD 87 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 88

710016 130061227300008 (b) (4)

LLA :

DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

MOD 88 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 89

710017 130068854600001 (b) (4)

LLA :

DZ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004336088

MOD 89 Funding (b) (4)

Cumulative Funding (b) (4)

MOD 90

710018 130069153100001 (b) (4)

LLA :

EA 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004358047

710019 130069187800001 (b) (4)

LLA :

EB 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004361090

910104 130069187800002 (b) (4)

LLA :

EB 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004361090

MOD 90 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 91

710020 130068854600002 (b) (4)
LLA :
DZ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004336088

MOD 91 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 92

710021 130070553000001 (b) (4)
LLA :
EC 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004464631

MOD 92 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 93

710022 130068854600003 (b) (4)
LLA :
DZ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004336088

910105 130068854600004 (b) (4)
LLA :
DZ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004336088

MOD 93 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 94

710015 130068419500001 (b) (4)
LLA :
DY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004297181

910103 130068419500002 (b) (4)

LLA :
DY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004297181

MOD 94 Funding (b) (4)
Cumulative Funding (b) (4)

MOD 95

710007 1300612273-0005 (b) (4)
LLA :
DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

710019 130069187800001 (b) (4)
LLA :
EB 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004361090

910005 1300612273-0005 (b) (4)
LLA :
DT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003743261

910104 130069187800002 (b) (4)
LLA :
EB 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004361090

910105 130068854600004 (b) (4)
LLA :
DZ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00004336088

MOD 95 Funding (b) (4)
Cumulative Funding (b) (4)

Accounting Data

CLIN/SLIN	PR Number	Amount
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N00178-05-D-4337-GM0296

410102	1300443879-0001	(b) (4)
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LLA :
BW 97X4930 NH2C 255 77777 0 050120 2F 000000 A10002420862

Standard Document #: FMS Case (b) (4)

12-31-2014

Accounting Data

410103 1300405595-0002

(b) (4)

LLA :

BX 97X4930 NH2C 255 77777 0 050120 2F 000000 A10002144954

Standard Document #: FMS Case (b) (4)

12-31-2014

420102 1300464351-0003

(b) (4)

LLA :

CH 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613112

Standard Document #: FMS, (b) (4)

20150930

420104 1300530183

(b) (4)

LLA :

CZ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003096406

Standard Document #: FMS Case Number: (b) (4)

20160930

MOD 96 Funding: (b) (4)

Cumulative Funding: (b) (4)

N00178-05-D-4337-GM0297

420032 1300464353-0005

(b) (4)

LLA :

CY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613114

Standard Document #: FMS, (b) (4)

20150930

MOD 97 Funding: (b) (4)

Cumulative Funding: (b) (4)

N00178-05-D-4337-GM0298

420101 130046435200004

(b) (4)

LLA :

CT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002613113

Standard Document #: FMS, (b) (4)

20150930

Accounting Data

600005 130035335100001

(b) (4)

LLA :

AL 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001748300

Standard Document #: FMS CASE (b) (4)

MOD 98 Funding: (b) (4)

Cumulative Funding: (b) (4)

N00178-05-D-4337-GM0299

710010 130062631200002

(b) (4)

LLA :

DV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003857428 A00003857428

Standard Document #:

MOD 99 Funding: (b) (4)

Cumulative Funding: (b) (4)

Section H - Special Contract Requirements

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

TASK ORDER CLAUSE H-1 INCREASED CAPACITY WITHIN THE PERIOD OF PERFORMANCE

- (a) The task order includes an option per period of performance for an increase in capacity not to exceed 10% (ten Percent) within the period of performance of the Cost Reimbursement CLINs for Services/Labor, as well as an option per period of performance for an increase in capacity not to exceed 10% (ten Percent) within the period of performance for the Cost Reimbursement CLINs for Other Direct Charges (NMCI, Travel and Material).
- (b) This option may be exercised at the Government's discretion, when and if it determines that there has been a within scope change to magnitude of work for the task order which would necessitate an increase in the level of effort provided by the contractor due to expanding program requirements.
- (c) The use of this option does not provide an extension to the length of time for period of performance.
- (d) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding periods of performance option(s).
- (e) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than 30 calendar days prior to the expiration of the task order period of performance.
- (f) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance at least 7 days before the exercise of the option.
- (g) At the time of the exercise of the option for increase capacity within the period of performance, the CLIN does not order nor authorize an increase in the level of effort or costs. There shall never be any funding placed against an increased capacity CLIN.
- (h) The increased capacity CLIN must be modified to transfer the necessary level of effort or cost from itself to the CLIN for Services/Labor or Other Direct Costs that orders specific performance in accordance with the Statement of Work, and apply appropriate funding.

H.10 SAVINGS CLAUSE

A. Cost Reductions for Repetitive High-dollar Value Requirements

For high-dollar value task requirements involving repetitive tasks, (when identified in a task order solicitation) the Government is seeking contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task orders for repetitive high-dollar value requirements with a base period of one year under Items 1000 and 3000 and/or the Option and Award Term Option Item, the contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

% Reductions from base period or price from previous year:

Year 2 *%

Year 3 *%

Year 4 *%

Year 5 *%

B. Volume Discount – Applicable to All Task Orders

The Contractor agrees to provide the Government with a volume discount. If the total value of all Task Orders funded within a calendar year exceeds \$*, the Contractor will reduce the amount bid for all Task Orders issued in the next calendar year by *% from the price the Contractor would otherwise have bid for the work.

C. Maximum Pass Through Rates – Applicable to all Task Orders

The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed * %. For purpose of this clause, the pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

- 1) any and all indirect costs including, but not limited to, program management, subcontract management, invoice processing, Quality Assurance, overhead, material handling charges, G&A, burdens and mark-ups; and
- 2) any and all prime contractor profit or fee

The Prime Contractor may not apply any additional fees or burdens on the elements of pass through.

Other than the elements of pass-through, no additional costs, charges, indirect rates (such as overhead or G&A) or fees may be proposed or applied to subcontract costs.

For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

D. Maximum Fee Rate

Contractor compliance with the maximum fee rate is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee that is higher than the maximum fee rate shall render the contractor's proposal unacceptable. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the contract. The maximum fee rate is not applicable to actual performance of the task order.

E. Other Direct Costs

No fee is allowed on Other Direct Costs. Indirect cost elements such as G&A and material handling may be applied but may not include fee.

10RA H.17 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,

(1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and

(2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s)

(b) The Contractor agrees to:

(1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted;

(2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Task Order Contracting Officer;

(3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement;

(4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Task Order Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) “Interest” means organizational or financial interest.

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

(e) Contracting restrictions.

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

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

the terms of this contract. (FAR 9.505-2(b)(1))

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

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

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

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

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

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest..

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

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.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006)

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel

Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

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

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

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

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

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

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

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

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

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

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

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

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

5252.242-9515 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.

Section I - Contract Clauses

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

FAR 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.

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

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

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

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

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

(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) “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.
- (6) “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.
- (7) “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.
- (8) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.
- (9) “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.
- (10) “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.
- (11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multinational 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.

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

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

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

(13) “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 reproduction, release, disclosure, or use is—

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

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

(14) “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.

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

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

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

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

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

(iii) Created exclusively with Government funds in the performance of a contract that does not require the

development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through

(b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

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

(f) of this clause; or

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

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

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

(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)(13) 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 preexisting 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)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified,

reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

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

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

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

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

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

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

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

marked with the following legend:

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

(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 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. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

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

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

(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) “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.

(7) “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 firmfixed- 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.

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

(9) “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.

(10) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multinational 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.

(11) “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.

(12) “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.

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

(14) “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)(14)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14)(ii), (v) and (vi) 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 nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(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)(14)(iv) of this clause, for any other purpose.

(15) “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, worldwide, nonexclusive, irrevocable license rights in noncommercial

computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired (2) Government purpose rights.

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

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

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

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

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

(3) Restricted rights.

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

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

(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)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

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

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(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 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 to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting 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.

(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.

(End of legend)

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

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

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

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

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

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

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the

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

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

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

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

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

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

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

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

(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.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the **NAWCWD, Point Mugu, CA**. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract.

Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the **COR**. All losses are to have the permanent badges returned to the **COR** on the last day of the individual's task requirement.

Section J - List of Attachments

Exhibit A- CDRLS

Attachment 1: DD254 (Final)

Attachment 2: QASP

Attachment Number	File Name	Description
	A3RateCheckRequestTemplate.xls	Attachment 3: Rate Check Request
	MEMO_to_Exercise_Option--37.doc	Determination to Exercise Options
	A2QASP.DOC	Attachment 2: QASP
	P2WorkforceHourMatrix.xls	P2: Workforce Hour Matrix
	LegalSufficiencyEmail.pdf	MOD 86 Legal Sufficiency Email
	P6CLINbreakoutworksheet.xls	P6: CLIN Breakout
	P1Qualifications.xls	P1: Qualifications
	SignedModMemo.pdf	MOD 86 Memo for POP Extension, Ceiling Realignment & SOW Update
	P5Questionnaire.doc	P5: Questionnaire
	ExhibitACDRLS.pdf	Exhibit A- CDRLS
	Memo.doc	MOD 51 Memo to Add Payment Clause and Instruction
	P4PastPerformanceMatrix.doc	P4: Past Performance Matrix