

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING DO-C9	PAGE OF PAGES 1 71
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-17-D-0005		3. EFFECTIVE DATE 15 Oct 2016		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY CDR NAWCWD CODE 254200D (b) (6) 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	SCD: C
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:				ITEM Section G		
CODE 1PZC3		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182317 COLUMBUS OH 43218-2317		CODE HQ0339
11. SHIP TO/MARK FOR FRC-SWISSA, FST.3 (b) (6) NAS NORTH ISLAND, BLDG 378-2 SAN DIEGO CA 92135		CODE N65888	13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			
14. ACCOUNTING AND APPROPRIATION DATA			15A. ITEM NO.			
15B. SUPPLIES/ SERVICES			15C. QUANTITY		15D. UNIT	15E. UNIT PRICE
15F. AMOUNT			SEE SCHEDULE			
15G. TOTAL AMOUNT OF CONTRACT						\$35,708,232.00
16. TABLE OF CONTENTS						
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE						
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>N68936-16-R-0006-0003</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)		
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER DEBRA ZAMARRON / PROCURING CONTRACTING OFFICER TEL: (760) 939-9658 EMAIL: debra.zamarron@navy.mil		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA 		20C. DATE SIGNED 13-Oct-2016
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)				

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:

The following addresses and points of contact are provided:

Name: (b) (6)

Phone: (b) (6)

DSN: (b) (6)

FAX: (760) 939- 8107

Email address: (b) (6)

U.S. Postal Service Mailing Address:

COMMANDER

CODE 254200D (b) (6)

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc.):

COMMANDER

CODE 254200D (b) (6)

NAVAIRWARCENWPNDIV

BLDG 982, MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Routine Structures Engineering Analysis CPFF	115,200	Hours		\$ (b) (4)
	<p>The contractor shall perform and provide routine structural engineering analysis, structures design and solid modeling and advanced composites design analysis, in accordance with the Statement of Work (SOW) Para. 3.2. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 115,200 man-hours of direct labor. FOB: Destination</p>				
				ESTIMATED COST	\$ (b) (4)
				FIXED FEE	\$ (b) (4)
				TOTAL EST COST + FEE	\$ (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Man Hour Estimate/Analysis Plan CPFF	23,040	Hours		\$ (b) (4)
	<p>The Contractor shall provide MH estimate that shall include a master schedule (and key dates) along with a MH breakdown for task estimates that are greater than 500 MH in accordance with the Statement of Work (SOW) Para 3.3. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 23,040 man-hours of direct labor. FOB: Destination</p>				
				ESTIMATED COST	\$ (b) (4)
				FIXED FEE	\$ (b) (4)
				TOTAL EST COST + FEE	\$ (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Major Structural Analysis CPFF	92,160	Hours		\$ (b) (4)
	All major structural analysis performed by the Contractor shall be in accordance with the approved Analysis Plan (AP) and master schedule in accordance with the Statement of Work (SOW) Para 3.4.1. The Contractor shall be subject to progress reviews at 25% and 75% completion based on MH expended in accordance with the Statement of Work (SOW) Para 3.4.2. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 92,160 man-hours of direct labor.				
	FOB: Destination				
				ESTIMATED COST	\$ (b) (4)
				FIXED FEE	\$ (b) (4)
				TOTAL EST COST + FEE	\$ (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Other Direct Costs (ODC's) Travel COST	1	Lot		\$ (b) (4)
	Travel costs in support of SOW Section C. FOB: Destination				
				ESTIMATED COST	\$ (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Other Direct Costs (ODC) Material COST	1	Lot		\$ (b) (4)
	Material ODC includes Material and Handling Fee FOB: Destination				
				ESTIMATED COST	\$ (b) (4)

ITEM NO SUPPLIES/SERVICES
0006 Contract Data Requirements List (CDRLs)

AMOUNT
NSP

CDRLS in support of SOW Section C and Exhibit (a) DD Form 1423-1

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The level of effort estimated to be ordered during the term of this contract is 230,400 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

CLIN 1 - Routine Structural Analysis						
Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total Hrs
Program Manager, Business Operations and Systems *	960	960	960	960	960	4,800
Engineer/Scientist III	960	960	960	960	960	4,800
Engineer/Scientist IV	5,760	5,760	5,760	5,760	5,760	28,800
Engineer/Scientist V *	14,400	14,400	14,400	14,400	14,400	72,000
Technical Writer II	960	960	960	960	960	4,800
Total Hours	23,040	23,040	23,040	23,040	23,040	115,200
* Key Labor Category						

CLIN 2 - Man Hour (MH) Estimate / Analysis Plan (AP)						
Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total Hrs
Program Manager, Business Operations and Systems *	192	192	192	192	192	960
Engineer/Scientist III	192	192	192	192	192	960
Engineer/Scientist IV						

	1,152	1,152	1,152	1,152	1,152	5,760
Engineer/Scientist V *	2,880	2,880	2,880	2,880	2,880	14,400
Technical Writer II	192	192	192	192	192	960
Total Hours	4,608	4,608	4,608	4,608	4,608	23,040
* Key Labor Category						

CLIN 3 - Major Structural Analysis						
Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total Hrs
Program Manager, Business Operations and Systems *	768	768	768	768	768	3,840
Engineer/Scientist III	768	768	768	768	768	3,840
Engineer/Scientist IV	4,608	4,608	4,608	4,608	4,608	23,040
Engineer/Scientist V *	11,520	11,520	11,520	11,520	11,520	57,600
Technical Writer II	768	768	768	768	768	3,840
Total Hours	18,432	18,432	18,432	18,432	18,432	92,160
* Key Labor Category						

Total Hours By year	By Year	46,080	46,080	46,080	46,080	46,080	230,400
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(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

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

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

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

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work

performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

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

Section C - Descriptions and Specifications

STATEMENT OF WORK

STATEMENT OF WORK
F/A-18 AND EA-18G FLEET SUPPORT TEAM
ENGINEERING STRESS ANALYSIS AND DESIGN SERVICES
16 February 2016

SECTION C DESCRIPTIONS AND SPECIFICATIONS**1.0 INTRODUCTION**

1.1 **BACKGROUND.** The Naval Air Systems Command (NAVAIR), F/A-18 & EA-18G Fleet Support Team (FST) In-Service Support Center (ISSC) at Fleet Readiness Center South West (FRCSW) Naval Air Station (NAS) North Island, California, commonly referred to as the F/A-18 FST, has requirements applicable to both the F/A-18 and E/A-18G (all Type/Model/Series (T/M/S)). These requirements are for improving the overall quality, timeliness, and efficiency of cognizant support systems, products and services.

The F/A-18 engineering team provides technical support on various aircraft repair and sustainment activities as well as aircraft operational service life extensions programs. Some of the aircraft repair and sustainment efforts include on-going depot repair production work such as the Planned Maintenance Interval (PMI-1 and PMI-2) and In-Service Repair (ISR). Engineering support for these activities is carried out by providing stakeholders with engineering repair instructions through Request For Technical Information (RFTI), Request for Engineering Information (REI) or Temporary Engineering Instruction (TEI). This type of support shall be referred as Tactical Engineering Support Services in this SOW. Support in the aircraft operational service life extension is accomplished through the Service Life Assessment Program (SLAP) and Service Life Extension Program (SLEP). The SLAP/SLEP program is part of the Service Life Management Plan (SLMP) and was designed to introduce High Flight Hour (HFH) inspections and modifications to the F/A-18. Select locations in the airframe were analyzed to evaluate their life with a fleet usage based fatigue spectrum. The United States Navy (USN) currently conducts inspections of F/A-18 aircraft as they reach 8,000 Flight Hours (FH) under the direction of the HFH bulletins. Many of the locations analyzed had lives less than the goal of 10,000 FH and require inspections and modifications to extend the aircraft service life. This type of support will be referred as Strategic Engineering Support Services in this SOW.

1.2 **OBJECTIVE.** The scope of this SOW is to perform engineering stress analysis and design modification on aircraft repairs for the purpose of increasing reliability, reducing total ownership cost, and obtaining additional service life from the F/A-18 weapon system. In support of this effort, the Contractor shall provide technical analysis and design services for both the Tactical and Strategic Engineering Support Services for the various F/A-18 maintenance programs.

1.3 **SCOPE.**

1.3.1 The Contractor shall provide support to the various Fleet Readiness Centers (FRC) which include FRCSW at Naval Air Station North Island, CA; FRCSE at Naval Air Station Jacksonville, FL; FRCMA at Naval Air Station Oceana, VA; FRCW at Naval Air Station Lemoore, CA; FRCNW at Naval Air Station Whidbey Island, WA; FRCWP at NAF Atsugi, Japan; Marine Corps Air Station (MCAS) Miramar, CA; MCAS Yuma, AZ; MCAS Beaufort, South Carolina; and any other Naval and Military installations as detailed in the requirements section of this SOW.

1.3.2 The Contractor shall provide engineering stress analysis and design services in the areas listed below which are further defined in Section 3.

- a. Structures Engineering Stress Analysis
- b. Structures Design and Solid Modeling
- c. Advanced Composite Design and Analysis

2.0 APPLICABLE DOCUMENTS

2.1 INSTRUCTIONS/STANDARDS/PUBLICATIONS. The following is a list of known documents needed and referred to in the performance of the services required by this SOW. The documents listed below are the latest revisions at the writing of this SOW and are necessary to fully understand and perform the tasks described herein. Unless otherwise specified, the revision level and date of the documents cited or referred to in this solicitation are the revisions listed in the Department of Defense ASSIST Database (<http://quicksearch.dla.mil/>) that are in effect on the date of contract award. When required, publications are to be in accordance with DOD 5010.12-M.

The Government will provide all necessary reference documents not generally available to the Contractor as required. The documents prefaced with an asterisk (*) are proprietary documents that contain proprietary information. Access to such documents shall be in accordance with the requirements stipulated in Section 2.8 of this SOW.

- a. DOD 5010.12-M, Procedures for the Acquisition and Management of Technical Data, May 1993.
- b. OPNAVINST 3432.1A, Operations Security, 4 August 2011.
- c. SECNAVINST 5510.30B, Department of the Navy (DON) Personnel Security Program (PSP) Instruction, 6 October 2006
- d. SECNAVINST 5510.36A, Department of the Navy (DON) Information Security Program (ISP) Instruction, 6 October 2006.
- e. DOD 5200.01V4, DOD Information Security Program: Controlled Unclassified Information (CUI), 24 February 2012.
- f. DODD 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, 06 November 1984, and Change 1, 18 August, 1995.
- g. COMNAVAIRFORINST 4790.2B CH-1, The Naval Aviation Maintenance Program (NAMP), 15 June 2013.
- h. NAVAIRINST 13120.1D CH-1, Fixed Wing Aircraft Structural Life Limits, 02 July 2013.
- i. MMPDS-09, Metallic Materials Properties Development and Standardization (MMPDS), April 2014.
- j. ANSI/NISO-Z39.18-2005, Scientific and Technical Reports – Preparation, Presentation, and Preservation, (R2010).
- k. SOP NI F/A-18 AG-002-11 plus Amendment 1 & 2, F/A-18 Stress Analysis Submittal Standard Operating Procedure, Rev. A.
- l. NAVAIR SWP4330-001, Standard Work Package, Strength Analysis and Documentation for Repairs and Modifications.
- m. F18A-D Structural Areas Affected by Dynamic Loads, Jim Elgie, NAVAIR, North Island, 22 October 2012.
- n. F18A-D High Flight Hour Aircraft Disposition Guidance, Jim Elgie, NAVAIR North Island, 02 July 2013.
- o. Drawing Requirements Manual (DRM), Eleventh Edition, Global Engineering Documents, Change Date 2008.
- p. Engineering Drawing Practices, American Society of Mechanical Engineers (ASME), ASME Y14.100-2013, 30 July 2013.
- q. NAVAIR 01-1A-21, General Composite Repair, 1 August 2011.
- r. NAVAIR 01-1A-08, Structural Hardware Manual, Change 3, 15 January 2013.
- s. * MAC 339, McDonnell Aircraft Company Structures Handbook, Rev B, 01 June 1973.
- t. * MDC A3960, F/A-18 A/B Structural Description Report, Rev A, 29 September 1978.
- u. * MDC A4241, F/A-18 A/B/C/D/E/F Thermal Design and Evaluation, Rev B, 19 February 1993.
- v. * MDC A5253: F/A-18 A-D Material Substantiating Data Analysis Report, 01 August 1978.
- w. * MDC A7052, F/A-18A/B/C/D Composite Development Tests, January 1981.
- x. * MDC 91B0330, McDonnell Douglas Composites Manual, Rev B, 23 December 1992.
- y. * MDC 91B0615, F/A-18E/F Fastener Usage Policy, Rev A, 15 January 1994.
- z. * MDC 92B0355, F/A-18 E/F Structural Description, CDRL Seq. No. A00N, Rev D, 18 October 1995.
- aa. * MDC 92B0523, F/A-18E/F Supplemental Design Criteria and Analysis Guidelines, 01 November 1992.

- bb. * MDC 93B0068, F/A-18E/F and EA-18G Material Substantiating Data Analysis Report, Rev T. 24 December 2008.
- cc. * MDC 94B0043, F/A-18E/F Advanced Material Repair Development Program, Repair Guidance Document, Rev D, 23 December 1998.
- dd. * MDC 97A0107, F/A-18A/B/C/D Bonded Joint Analysis Methodology (BJAM) Manual, Rev E, 01 November 2013.
- ee. * BOE-STL 98A0089, F/A-18E/F and EA-18G Bonded Joint Analysis Methodology (BJAM) Manual, Rev B, 15 July 2014.
- ff. * BOE-STL 2005A0112, F/A-18E/F Depot Repair Guidance Document, 21 December 2005.
- gg. F/A-18E/F-352C-3963, F/A-18E/F Composite Structure Disposition Manual, Rev B, 15 June 1995.
- hh. EC-433-000-002, F/A-18A/B/C/D High Flight Hour (HFH) Wing Skin Analysis Description and Guidelines, Rev A, 04 August 2014.
- ii. AS9100C, International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, 15 January 2009.
- jj. AS9110B, Quality Maintenance Systems - Aerospace - Requirements for Maintenance Organizations, 26 April 2012.
- kk. DoD 5205.02-M, DoD Operations Security (OPSEC) Program, March 6, 2006
- ll. FRCSWINST 13600.2, Translating 2-D Structural Drawings to 3-D Solid Models
- mm. FRCSWINST 4790.4, Local Manufacturing of Aviation Parts, 12 April 2012
- nn. * MDC 92B0273, F/A-18 Hornet Fatigue Analysis Procedure Manual (FAPM), Rev D, 21 February 2014.
- oo. * MDC A8500, NARF Fatigue Information Report, 14 July 1986.
- pp. * Applicable SLEP Decision Memo (SDM) and Contract Data Requirements List (CDRL), Technical Direction Letter (TDL), CTRD and ALL-METH to be provided by AIR 4.3.3.1 Strength Branch Lead or the designated Lead Stress Analyst as required.
- qq. DoD 5400.7-R, DOD Freedom of Information Act (FOIA) Program, September 1998.
- rr. SECNAV M-5510.36, DoN Information Security Program, June 2006.
- ss. DoDD 5205.02E, National Security Decision Directive 298, January 22, 1988.
- tt. ITAR 22 CFR 120-130, International Traffic In Arms Regulations (ITAR), 01 April 2014.
- uu. EC-433-000-007, Finite Element Model Verification Guidelines, 9 September 2015.
- vv. NAVAIR 22P4330-006, Standard Skill Package for Lifeworks Engineer Certification.

Throughout the life of the contract, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this SOW.

The Contractor shall not purchase any IT equipment on behalf of NAVAIR in support of this Contract, which reports to PBIS-IT, without a Naval Air Systems Command (NAVAIR) Command Information Officer (CIO) approved NAV-IDAS ITPR.

2.2 Clinger-Cohen Act:

The contractor shall conduct analysis of program/project needs, acquisition strategy and program artifacts to identify and capture specific factors required to satisfy the 11 elements of Clinger-Cohen Act (CCA) compliance listed in DODI 5000.02, Enclosure 1, Table 9. Using Microsoft Word, the contractor shall prepare a CCA compliance matrix following the organization and appearance of Table 11 with additional separate columns for the display of artifact: titles, date(s) of approval, page number(s), and paragraph or section number(s). The right-hand column shall include an embedded object permitting the reader to open unclassified artifacts. The column shall identify classified artifacts and shall describe approved classified channels for access of classified artifacts. The contractor shall support the program manager during CCA compliance review and assist in responding to reviewer comments if and when additional supporting information or revisions are required.

Updating approved CCA compliance packages: For updates of approved CCA compliance packages, the contractor shall conduct analysis of program/project needs, acquisition strategy and program artifacts to identify and to determine if each of the Eleven Elements of CCA has changed and if no change has occurred, a notation stating "no change" shall be entered in the CCA compliance matrix. If changes have been found, the Contractor shall update the CCA compliance matrix to reflect the changes.

The contractor shall support the program manager during CCA compliance review and assist in responding to reviewer comments if and when additional supporting information or revisions are required.

2.3 System Software / Application Compliance:

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

2.4 Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services:

All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated within the NAVAIR Enterprise portal and collaboration environment whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

a. Office of Management and Budget Management of Federal Information Resources, OMB CIRCULAR NO. A-130 Revised. http://www.whitehouse.gov/omb/circulars_a130_a130trans4

b. OMB Policies for Federal Agency Public Websites, OMB M-05-04.
<<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-04.pdf>>

c. Section 508 Amendment to the Rehabilitation Act of 1973. <<https://www.section508.gov/content/learn/laws-and-policies>>

d. Department of Defense Web Policies and Guidelines. <<http://dodcio.defense.gov/dodwebpolicy>>

e. Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website.
<<http://www.public.navy.mil/fcc-c10f/nioconorfolk/Pages/AboutWRA.aspx>>

f. DON Policy for Content of Publicly Accessible World Wide Web Sites SECNAVINST 5720.47B.
<<http://www.navy.mil/navydata/internet/secnav5720-47b.pdf>>

g. NAVAIR CIO Website (NAVAIR specific policy and guidelines). To request this policy contact the NAVAIR CIO office – 7.2.2 Applications Integration team – Web Manager: Shane Malamphy at 301- 342-1825.

h. Defense Information Systems Agency (DISA) Hosting of All Navy Websites (NAVADMIN 061/08).
<<http://www.public.navy.mil/bupers-npc/reference/messages/Documents/NAVADMINS/NAV2008/NAV08061.txt>>

i. Consolidation of Navy Web Sites - Reduction of IM/IT Footprint NAVADMIN 145/07.
<<http://www.public.navy.mil/bupers-npc/reference/messages/Documents/NAVADMINS/NAV2007/NAV07145.txt>>
Source: IRM Office UPDATED: August 2015 Page 7

j. DON Web Presence Policy: The Registration, Compliance of, and Investment in, All Unclassified Web Sites and Uniform Resource Locators. <<http://www.doncio.navy.mil/ContentView.aspx?ID=577>>

k. Policy and Procedures for Web Risk Assessment (WRA) of Publicly Accessible Navy Sites (ALCOM 129/09).
<www.public.navy.mil/fcc-c10f/nioconorfolk/Documents/NTD-08-09.txt>

2.5 Software Development/Server Procurement:

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

2.6 Cybersecurity:

The contractor shall conduct investigation and analysis of acquisition program artifacts such as but not limited to Initial Capabilities Document (ICD), Capability Description Document (CDD), Capability Production Document (CPD), Navy urgent operational need (UON) and Marine Corps urgent universal need statement (UUNS), joint urgent operational needs (JUONs), threat assessments and acquisition strategies (AS). Knowledge gained from this analysis shall be used when developing the Cybersecurity Strategy (CS) needed to steer and inform the program's development of a Security Plan (SP) in accordance with DoDI 8510.01, of 12 March 2014.

As a minimum, hardware, firmware, software, documentation (data deliverables) and/or Information Technology (IT) services delivered by this contract shall be in compliance with the following References:

- a. DoDI 8500.01 Cybersecurity, 14 March 2014
- b. DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014.
- c. Committee on National Security Systems Instruction 1253, "Security Categorization and Control Selection for National Security Systems," March 15, 2012, as amended.
- d. DoDD 8570.01 Information Assurance Training, Certification, and Workforce Management, 15 August 2004, Certified Current as of 23 April 2007.

The contractor shall conduct investigation and perform analysis including; criticality analysis, threat assessment and vulnerability assessments. All findings and recommendations shall be reported to the government in technical reviews and submitted as written reports or documents as listed in Contract Data Requirements Lists. The contractor shall support government efforts needed for Information systems (IS) (enclaves or major applications), Platform Information Technology (PIT) or PIT systems to successfully categorize the system, achieve favorable assessment for selection, implementation and testing of security controls and authorization (approval to operate) before use or interconnection in an operating environment in accordance with references (a), (b) and (c). This includes IT that is standalone and IT that is connected to other systems, networks or enclaves. Information systems (IS) (enclaves or major applications), Platform Information Technology (PIT) or PIT systems delivered prior to award of this contract but included in the performance of this contract may have been delivered in compliance with Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) and as such shall require transition to Risk Management Framework cybersecurity compliance. Transition planning proposed or performed under this contract shall be in compliance with reference (b) Enclosure 8, Figure 2 and all hardware, firmware and software deliverables shall be capable of receiving Authorization to Operate in accordance with reference (b).

Information technology services shall only be performed by personnel who are qualified and certified in accordance with reference (d). Personnel proposed and/or used in the performance of this contract as certified personnel shall be limited to those whose specifically assigned duties and responsibilities require certification.

The contractor shall investigate and conduct analysis in order to provide technical reviews to make a recommendation with data supporting the proposal(s) for the need for designation (or not) of the system, network or enclave as platform IT (PIT) or a PIT system in accordance with DoDI 8500.01, Cybersecurity, 14 March 2014. The proposal shall include all technical data required to engage in collaboration with the security control assessor, the authorizing official (staff) and PIT designating official(s). In the event the collaboration results in redesign or follow-up action after collaboration requiring additional or revised documentation, the contractor shall continue to assist the collaboration process.

The contractor shall investigate and conduct analysis in order to provide technical reviews to make a recommendation with data supporting characterization and selection of security controls in accordance with DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations, Revision 4, April 2013, NIST SP 800-37 Revision 1, Guide for Applying the Risk Management Framework to Federal Information Systems, February 2010, Federal Information

Processing Standards Publication (FIPS 199, February 2004. Contractor performed analysis shall include; criticality analysis, threat assessment and vulnerability assessments. The contractor shall propose characterization of the system and selection of security controls use Committee on National Security Systems Instruction (CNSSI) 1253, Security Categorization and Control Selection for National Security Systems, 27 March 2014 to tailor the NIST guidance. The proposal shall include all technical data required to engage in collaboration with the security control assessor and the authorizing official (staff). In the event the collaboration results in redesign or follow-up action after collaboration requiring additional or revised documentation, the contractor shall continue to assist the collaboration process.

The contractor shall investigate and conduct analysis in order to provide technical reviews to make a recommendation with data supporting the development of the Security Plan. Contractor performed analysis shall include; criticality analysis, threat assessment and vulnerability assessments. The security Plan shall be prepared for the first program/project decision point and updated for each subsequent decision point. The proposal shall include all technical data required to engage in collaboration with the security control assessor and the authorizing official (staff). In the event the collaboration results in redesign or follow-up action after collaboration requiring additional or revised documentation, the contractor shall continue to assist the collaboration process.

All Cybersecurity shall be in compliance with the following listed instructions:

- a. DoDI 8582.01, ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, 06 June 2012.
- b. Chairman of the Joint Chiefs of Staff Instruction CJCSI 3170.01H (series), Joint Capabilities Integration and Development System, 10 January 2012.
- c. CJCSI 6211.02D, Defense Information System Network (DISN): Policy and Responsibilities, 24 Jan 2012.
- d. CJCSI 6212.01F, Net Ready Key Performance Parameter (NR KPP), 21 March 2012.
- e. CJCSI 6251.01D, Narrowband Satellite Communications Requirements, 30 Nov 2012.
- f. CJCSI 6510.01F, Information Assurance (IA) and Support to Computer Network Defense (CND), 09 Feb 2011, certified current 10 Oct 2013.
- g. Chairman of the Joint Chiefs of Staff Manual CJCSM 6510.01B – Cyber Incident Handling Program, 10 July 2012.
- h. Navy Ports Protocols, and Services (NPPS) Manual, Version 1.5, 16 November 2010.
- i. Defense Acquisition Guidebook – Chapter 7, Acquiring Information Technology, Including National Security Systems, Section 7.5, Information Assurance (IA).
- j. DoD 5220.22-M, National Industrial Security Program Operating Manual, February 28, 2006 (NISPOM).
- k. DoD 8570.01-M, Information Assurance Workforce Improvement Program, 19 Dec 2005, (Incorporating Change 3, 24 Jan 2012).
- l. DoDD 8000.01, Management of the Department of Defense Information Enterprise, 10 February 2009.
- m. DoDD 8100.02, Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current, 23 April 2007.
- n. DoDD 8570.01, Information Assurance Training, Certification, and Workforce Management, 15 August 2004, Certified Current, 23 April 2007.
- o. DoDI 8330.01, Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS), 21 May 2014.
- p. DoDI8500.01, Cybersecurity, 14 March 2014.
- q. DoDI 8520.02, Public Key Infrastructure (PKI) and Public Key (PK) Enabling, 01 April 2004.
- r. DoDI 8551.01, Ports, Protocols, and Services Management (PPSM), 28 May 2014
- s. DoDI 8581.01, Information Assurance (IA) Policy for Space Systems Used by the Department of Defense, 8 June 2010.
- t. DON CIO Memo 02-10, Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology, 26 April 2010.
- u. DON letter 5239 NAVAIR 726/2322 of 18 Feb 09, NAVAIR Data at Rest Policy.
- v. Federal Information Processing Standards Publications (FIPS PUB)-199, February 2004.
- w. National Security Telecommunications and Information Systems Security Policy NSTISSP Source: IRM Office UPDATED: August 2015 Page 12
No. 11, Revised Fact Sheet National Information Assurance Acquisition Policy, July 2003.

- x. Office of the Chief of Naval Operations OPNAV INST 5239.1C, Navy Information Assurance (IA) Program, 20 Aug 08.
- y. SECNAV M-5239.1, Department of the Navy Information Assurance Program; Information Assurance Manual, November 2005.
- z. SECNAVINST 5230.15, Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software, 10 April 2009.
- aa. SECNAVINST 5239.3B, Department of the Navy Information Assurance Policy, 17 June 2009.
- bb. SECNAVINST 5239.19, Department of the Navy Computer Network Incident Response and Reporting Requirements, 18 March 2008.
- cc. The National Security Act of 1947.
- dd. Title 40/Clinger-Cohen Act.
- ee. Title 44/ Federal Information Security Management Act.
- ff. National Institute of Standards and Technology Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations, Revision 4, April 2013.

All IT procured on behalf of this contract shall meet all DoD/DON and NAVAIR cybersecurity policies. Failure to follow these policies will result in denied access to NMCI, One Net, Integrated Shipboard Network System (ISNS) and other DON, DoD and Joint Networks. These cybersecurity policies are standard across the Department and ensure cybersecurity compatibility and interoperability.

IT systems and or networks operated by contractors pursuant to a NAVAIR contract, regardless of the level of data processed, shall be operated in accordance with the NISPOM.

Approved contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet DoDI 8500.1 Cybersecurity (CS), is subject to validation scanning and must be approved by the NAVAIR site CS Manager prior to connection.

The following specific criteria must be met before the contractor can be connected to any DoD or NAVAIR network in support of this contract. Requirements include:

- a. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DoD networks. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection of the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor.
- b. Extent of Validation Scanning. To prevent scanning of corporate assets, all such networks, equipment and connections shall be physically segregated from any government/contractor corporate networks that are not in direct support of DoD contracts.
- c. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6211.02D, Defense Information System Network (DISN): Policy and Responsibilities, 24 Jan 2012.
- d. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 2.7, Enterprise Architecture.
- e. Memorandum of Agreement and Inter-connection Agreements. A Cybersecurity Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

2.7 Enterprise Architecture:

- a. Contractor Networks and Connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access non-government, external IP space via the NAVAIR-provided Virtual Private Network (VPN) Outreach service or NAVAIR CIO approved Internet Protocol (IP) service.
- b. Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.
- c. Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

2.8 Proprietary Data and Computer Software

- 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. The Contractor is required to obtain a written Proprietary Information Agreement (PIA) with the owner of such proprietary data or software identified in Sections 2.1 and 3.1.4 of this SOW 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 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 the following:
 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 venture, 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 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.

3.0 REQUIREMENTS

3.1 GENERAL SUPPORT REQUIREMENTS. This section provides information pertaining to Government and Contractor requirements and responsibilities including information regarding the level of expertise and resources required by the Government in support of this contract.

3.1.1 Labor Categories. The Contractor shall provide qualified personnel as detailed in the Labor Categories listed in Section 5.0.

3.1.2 On-Site/Off-Site Personnel Allotment. This contract requires two (2) Contractor personnel (Engineer/Scientist V labor category) to be assigned On-Site at the F/A-18 FST, located at FRCSW, NAS North Island, California. The remainder of the Contractor personnel inclusive of this contract shall be assigned Off-Site. Unless otherwise specified, any reference to Contractor in this SOW shall be applicable to Contractor personnel assigned On-Site and Off-Site.

3.1.3 On-Site/Off-Site Provisioning.

a. On-Site Contractors. All hardware and software tools referenced in this SOW for Contractors working On-Site will be provided by the Government. The Government will supply office space, office supplies, computer equipment, telephone, and reproduction resources when the Contractor is working On-Site to the extent permitted by the NMCI/NGEN project and Contractor. Clause 5252.242-9515 details allowable costs and restrictions on the direct charging of materials costs.

b. Off-Site Contractors. All hardware and software tools referenced in this SOW for Contractors assigned Off-Site will not be provided by the Government. The Contractor shall furnish compatible Government hardware and software tools, including all software upgrades necessary to match Government capabilities. The Government reserves the right to provide Contractors working Off-Site software tools that are not available commercially. The Contractor shall furnish office space, office supplies, computer equipment, telephone, and reproduction resources for Contractor personnel working Off-Site.

c. RDT&E for Off-Site Contractors. To ensure data integrity for any files transmitted to the government that are produced from Off-site RDT&E IT Lab type locations for which the government does not administer DOD/DON/CIO standards, the Contractor assigned Off site shall adhere to the following best practice standards and contemporary industry standards to ensure that all data is compliant with the security and operational requirements of the Government.

1. The Contractor shall maintain an up to date antivirus protection on every workstation/server used to produce work product for the Government. The antivirus shall be configured for antivirus definition updates daily and a weekly full system scan shall be configured. No freeware antivirus programs shall be permitted. Either MacAfee or Symantec subscriptions are highly preferred.

2. The Contractor shall configure each workstation server to receive operating system critical updates and patches from Microsoft on a weekly basis by configuring the automatic update features from windows update. A manual review of patches before installation is acceptable. All critical updates and patches must be reviewed weekly for each asset used should the Contractor opt not to install patches automatically. The Contractor shall periodically check to ensure patches are being applied without errors.

3. All 3rd party software such as Adobe Pro, Flash and Java must be updated as each patch and version updates are released. Automatic notifications for Java and Flash and other frequently updated software packages are highly encouraged.

4. Assets used to produce work products for the Government shall be used for this explicit purpose only. To minimize the risk of cross platform contamination, the introduction of data from unknown or untrusted sources is explicitly forbidden.

3.1.4 Software Tool List. A comprehensive list of software tools used in this SOW is provided below. The Government reserves the right to change software or software version requirements as necessary. Software tools listed below that are prefaced with an asterisk (*) are proprietary software that contain proprietary information. Access to such tools shall be in accordance with the requirements stipulated in Section 2.8 of this SOW.

- a. Adobe Acrobat
- b. * Lifeworks
- c. Mechanica - Creo Advanced Simulation
- d. Mechanica - Creo Parametric
- e. MS Office
- f. MS Project
- g. MSC Nastran Linear/Non Linear including Basic Dynamic Module
- h. NX Advanced Simulation
- i. NX Product Design Maintenance
- j. NX Power Drafting Maintenance
- k. MSC Patran
- l. BEASY
- m. * SLAPGEN/FEMGEN
- n. Stress Check
- o. Team Center Unified
- p. MATLAB
- q. Mathcad

3.1.5 WMS / CMPro User Account. The Contractor shall establish an active "Contractor" user type account as required by the Government for both the Naval Air Systems Command, North Island (NAVAIR NI) Configuration Management Professional (CMPro) system and the In-Service Support Workload Management System (ISS-WMS) system or any other system that the Government may transition into for the duration of this contract.

3.1.6 Tasking. All structural analysis tasking requirements will be established by a Government POC. The Contractor shall receive structural analyses tasking with an associated REI-TEI number via either the NAVAIR CMPro system or ISS-WMS system or any other system for which the Government has transitioned into in support of this contract. For all other tasking required by the Government that does not have an associated REI-TEI, a Government POC will be identified to approve the tasking in writing. No tasking shall be initiated without written authorization. The Government POC will inform the Contractor whether a task assigned is for Tactical or Strategic Engineering support.

3.1.7 Estimated Completion Date (ECD). An ECD provided by the Contractor shall assume that all government provided data will be available upon task commencement and that all subsequent Contractor requests for information will be answered in two business days. Delays by the government will result in allowable changes to the initial ECD. The Contractor shall notify the Government POC via email of any ECD changes. All ECD changes shall require Government approval.

3.1.8 Task Prioritization. All task prioritizations will be established by the Government. For instances when a new task assigned has a higher priority over tasks already in-work and the established ECDs for these tasks are going to be affected to accommodate the shift in task priorities, the Contractor shall identify the tasks affected and propose ECD changes to these tasks to the Government for consideration and approval. It is the Contractor's responsibility to ensure that changes to the ECD for all tasks already in-work shall be kept to a minimum.

3.1.9 The Contractor shall have 3 days to finalize a report for a completed analysis.

3.1.10 The Contractor shall have 3 days to provide an estimated start date for all tasks that are in queue.

3.1.11 REI Structural Analysis Tracker. The Contractor shall provide a secure web portal as a means of tracking all tasks assigned by the Government. The tracking system shall include a list of all tasks assigned and shall be used

as a management tool by all stakeholders for the purpose of monitoring tasks in progress and as a source of historical information for the duration of the contract. (CDRL A00A)

a. The REI Structural Analysis Tracker shall provide the data fields listed below (as a minimum) and shall have the ability to filter the information provided for data mining purposes.

1. Task Number
2. Aircraft BUNO Number
3. Associated 3R, REI or TEI Number
4. Associated Part Number (P/N)
5. Part Nomenclature
6. Planned MH (initial MH estimate and confirmed by Government POC to complete task)
7. Actual MH (current cumulative MH charged to a task In-Progress and updated daily)
8. Estimated Completion Date (ECD)
9. Status (In-Planning, In-Progress, Paused (include Pause Date/s), Navy Review, Closed)
10. Task Start Date
11. Task Completion Date or Task Delivery Date (corresponds to Navy Review Date)
12. Task Closeout Date
13. Government POC
14. Contractor Lead Analyst assigned
15. Revision (include Revision Date/s)
16. General Comments

b. The Contractor shall participate in a weekly conference call with the Government POC to discuss all tasks that are in-work in the REI Structural Analysis Tracker.

c. Task Number Data Field. The Contractor shall hyperlink the Task Number data field to a copy of the task definition.

d. Actual MH Data Field. The Contractor shall hyperlink the Actual MH data field to a spreadsheet that shall provide a detailed breakdown of MH charged to the task that is updated weekly.

e. Task Closeout Date Data Field. The Contractor shall hyperlink the Task Closeout Date data field to Government authorization approval email.

3.1.12 Structural Analysis Deliverables. The Contractor shall provide all deliverables to the Government by uploading a copy of the files using the system for which the tasking was assigned. All final deliverables including associated models and result files shall meet the requirements established in Section 3.2. All technical documents shall be prepared per reference Section 2.1 (k) and (l) and shall be in the form of one single stand-alone document in electronic adobe acrobat format. All supplemental data files applicable to the analyses shall be included as an attachment to the final deliverable. All final deliverables shall include a listing of all associated files pertinent to the task.

3.1.13 Travel. The Contractor shall travel as required in support of this effort and shall be approved by the Contractor Officer Representative (COR) prior to commencement of travel. The Contractor shall adhere to the Joint Travel Regulations (JTR) travel requirements. The Contractor shall submit a detailed travel report to the COR and copy the cognizant Government Project Lead (CDRL A003). The travel report for each trip taken shall address destination, dates, meeting overview, attendees, key personnel, and any action items assigned.

3.1.14 Technical Meetings. The Contractor shall participate in meetings, program reviews, in-process reviews, Maintenance Requirements Review (MRR) meetings, Technical Coordination Meetings (TCM), Preliminary Design Review (PDR) meetings, Critical Design Review (CDR) meetings, or other technical coordination meetings as required. The Contractor shall provide support in technical reviews, briefings, presentations and provide technical recommendations as required. The Contractor shall use Adobe Acrobat and Microsoft Office software tools as

applicable to assist with preparation of technical documents and briefing materials including project summaries, timeline charts, Gantt charts, WBS, resource estimates, cost estimates, and funding expenditure graphs as required.

3.1.15 Technical Briefs and Reviews. The Contractor shall provide a brief of all deliverables including Man Hour (MH) estimates, Analysis Plans (AP), decision briefs, progress review briefs, all Structural Analysis Technical Deliverables including all associated files to complete the task as required by the Government. Technical reviews of all deliverables shall be coordinated and performed by a designated independent Government reviewer. (CDRL A001)

3.1.16 Communications. The Contractor shall control the quality and accuracy of all products in accordance with Government-mandated format, content, and timeliness for all data products. All deliverables whether draft or final, shall be documented via letter of transmittal, signed by both the Contractor Project Leader and the COR.

3.1.17 Other Direct Costs (ODC) are based on a per annum not-to-exceed amount. Approval shall be obtained from the COR prior to the purchase of any material or travel expenses. All materials purchased by the Contractor under this item are the property of the Federal Government. Costs associated with travel and lodging shall be reimbursed in accordance with the JTR. The number and types of trips, including the number of personnel traveling, shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Manager for each individual task and the COR. Other Direct Costs necessary for the performance of this contract shall be reimbursed in accordance with NAVAIR clauses 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs, and 5252.242-9515, Restriction on the Direct Charging of Material. ODC may include General and Administrative (G&A) expenses, but shall not include profit/fee. Any material remaining after completion of the contract, the cost of which has been reimbursed by the Government, shall remain Government property and disposition instructions shall be sought from the Procuring Contracting Officer (PCO).

3.1.18 Transition Phase-Out: The Contractor shall provide a GFP Inventory / Transition Plan to the Government to address, at a minimum: Joint physical inventory and inspection with the Government and / or succeeding Contractor; Reconciliation of inventory and inspection discrepancies; Applicable Logs and Records entries; Packaging, Handling, Storage, and Transportation. Within a period of 90 days prior to termination or completion of the contract, the Contractor shall provide coordination and support to allow for the orderly and timely transfer of Government Furnished Equipment (GFE) / Government Furnished Information (GFI) as directed by the Government. The Contractor shall continue full performance of this SOW during the Transition Phase-Out period. The Contractor shall continue to manage and maintain accountability of all Government Furnished Property (GFP) / Government Furnished Information (GFI) until delivered to the Government or succeeding Contractor. (CDRL A00E)

3.1.19 The Contractor shall prepare and submit a Task Order Cost Summary Report concurrently with each voucher/invoice submitted. (CDRL A00C)

3.1.20 Skills Matrix. The Contractor shall provide a Skills Matrix based on employee qualification for all direct personnel employed under each Task Order within 30 calendar days of Task order start date. The Skills Matrix shall be updated upon any personnel changes to the initial matrix. (CDRL A00D).

3.1.21 Personnel Security Report. The Contractor shall prepare and submit a monthly Personnel Security Report that shall contain the clearance level of all employees. (CDRL A00D)

3.1.22 Contract Expense Status Report. The Contractor shall prepare and submit a monthly Contract Expense Status Report reflecting contract status relative to expense of dollars and labor hours. The Contractor shall submit a proposed format for the Contract Expense Status Report to the Government for approval no later than 7 days after the effective date of the task order. (CDRL A00B)

3.1.23 Estimate to Complete/Estimate at Completion (ETC/EAC) Report. The Contractor shall develop and deliver the estimate of total expenses (labor hours and dollar costs) per task order. (CDRL A009)

3.1.24 **Written Acceptance/Rejections by the Government.** The Government will provide written notification of acceptance or rejection of all deliverables, both draft and final. All rejections will include the specific reason(s) for rejection. The Government will provide written acceptance, comments, and/or change requests, if any, within 15 working days from receipt by the Government, of all required deliverables. Upon receipt of the Government comments, the Contractor shall have 15 working days to revise and re-submit the deliverable(s) if it is not a “draft” deliverable. If it is a “draft” deliverable, the Contractor shall revise and re-submit the draft deliverable no later than the date specified for the next scheduled submission of the deliverable(s).

3.2 ROUTINE STRUCTURAL ANALYSIS

3.2.1 Structures Engineering Analysis

3.2.1.1 The Contractor shall be experienced and proficient with the software listed in Section 3.1.4 of this SOW when performing structural engineering analysis. The particular type and version of software and the analysis methodologies that the Contractor will be required to use in support of this contract will be defined at the task order level. Other analysis methodologies and software may be utilized with Government pre-approval and shall be requested for each occurrence. Software and analysis methodologies that were approved in the past shall require a resubmission.

3.2.1.2 The Contractor shall generate detailed analyses of structural repairs which include repair designs, drawings, reports and references, and applicable loads by researching available Finite Element Analysis (FEA) data, fleet findings, structural test results, and other structural data. Static analysis shall be performed to evaluate the repair design. Where required, fatigue analysis shall be performed to evaluate the repair design. The static and fatigue analysis methods to be used shall be in accordance with the methodology approved by AIR 4.3.3.1 Strength Branch Lead or the designated Lead Stress Analyst. The analysis shall demonstrate that the repair meets ultimate strength and fatigue life requirements or provide redesigns to satisfy these requirements. The analysis shall meet the criteria specified in the Fixed-wing Aircraft Structural Life Limits and the Procedures for Submitting Flight Loads, Launch, and Landing Data for the Structural Appraisal of Fatigue Effects (SAFE) program. (CDRL A002, A004, A005)

3.2.1.3 The Contractor shall generate a detailed Finite Element Model (FEM) of areas analyzed per criteria specified in Sections 3.2.2 and 3.5.1 of this SOW. FEM generation for use in an analysis shall only be utilized as directed and shall be established with the Government POC during task assignment. (CDRL A004, A005)

3.2.1.4 The Contractor shall obtain confirmation from AIR 4.3.3.1 Strength Branch Lead or the designated Lead Stress Analyst on the baseline FEM to use prior to starting analyses. The Contractor shall apply appropriate boundary conditions from the Original Equipment Manufacturer (OEM) internal loads FEM to allow extraction of detailed loads or stresses from the detailed FEM. The Contractor shall use the loads or stresses obtained to perform a final fatigue analysis including applying load caseloads/stresses to a fatigue damage routine to generate fatigue life results.

3.2.1.5 The Contractor shall perform analyses of repairs to retrofit aircraft to full life modifications for the purpose of extending the design life. This effort includes analyses of repairs for Accessory Change (AYC) and Airframe Changes (AFC) as required in direct support of SLMP/SLAP/SLEP efforts. (CDRL A004, A005)

3.2.1.6 The Contractor shall conduct fatigue and fracture analysis using the Government-provided OEM SLAPWorks Software Suite used for LifeSpectrum Generation and Life Analysis. (CDRL A002)

3.2.2 Structures Design and Solid Modeling

3.2.2.1 The Contractor shall be experienced and proficient with the software listed in Section 3.1.4 of this SOW when performing structural design and solid modeling. The particular type and version of software the Contractor will be required to use in support of this contract will be defined at the task order level.

3.2.2.2 The Contractor shall provide drafting, design, solid modeling and manufacturing services. This includes translating Two Dimensional (2D) blueprint drawings to Three Dimensional (3D) solid models of structural components including bulkheads, longerons, webs, wing spars, ribs, and skins in preparation for structural strength analysis applications or in support of manufacturing. (CDRL A006)

3.2.2.3 The Contractor shall perform all solid modeling validations utilizing the Manufacturing Model Management System (3MS) process per FRCSWINST 13600.2 and 4790.4 as required. The repair designs shall be created in solid model format such that all 3D Model Based Definition (3DMBD) parts can be directly programmed for Numerically Controlled (NC) machining. Installation instructions shall be provided in either 2D blueprint format or 3D models at the discretion of the Government and shall include a full Bill of Materials (BOM) and full Product and Manufacturing Information (PMI) as required. (CDRL A006)

3.2.2.4 The Contractor shall comply with the Geometrical Dimensioning & Tolerancing (GD&T) specifications on all solid models provided to the Government. The Contractor shall ensure continuous integration of solid models with strength analysts during repair design and modifications efforts.

3.2.2.5 The Contractor shall provide structural design and modeling support in preparing RFTI/REI/TEI development, Local Engineering Specifications (LES), AYC, AFC, and any other Technical Directive (TD). The Contractor shall re-design OEM parts and design, draft and model repair parts for manufacturing and analyses in support of ISR efforts, PMI-1 and PMI-2 maintenance lines, and any other FST support service as required by the Government.

3.2.3 Advanced Composites Design and Analysis

3.2.3.1 The Contractor shall generate detailed analyses of the repairs, including a listing of the applicable design drawings, reports and references, and applicable loads by researching available FEA data, structural test results, and other structural data, which may include contacting the original manufacturer's engineering department. (CDRL A007)

3.2.3.2 The Contractor shall have the appropriate experience to be able to perform detailed Bonded Joint Analysis Methodology (BJAM) analyses, Bearing By-Pass analyses, Delamination analyses, Disbond analyses, Honeycomb Core analyses, Porosity analyses, Stability analyses, Crippling analyses, etc. using the appropriate technical references to support the analysis. All composite design and analyses shall use fatigue and stress analysis methods approved by the Structures and Composites Section Head or designee for the design of repairs for composite structures. The Contractor shall have a working knowledge in the design of the F/A-18 and E/A-18G (all T/M/S) aircraft, the composites materials systems, the approved analysis and design methodologies, the use and development of material allowables, and material substantiation procedures. (CDRL A007)

3.2.3.3 The Contractor shall prepare and maintain in the Government project team's reference file archives, a stress and fatigue analysis report/data package per engineering task or disposition. Each repair requires substantiating analyses and documentation that demonstrates the repair meets ultimate strength and fatigue life requirements, or provides suggestions for improvements to the repair design which will satisfy those requirements. (CDRL A002)

3.2.3.4 The Contractor shall draw from prior advanced composite design and analysis technical experience to train and mentor new or incoming apprentice level engineers in the design, analysis and repair of damaged F/A-18 and E/A-18G (all T/M/S) Advanced Composites components.

3.2.3.5 The Contractor shall perform senior engineering expertise in the following aircraft production industry functions: sub assembly, assembly, machine shop, composites manufacturing shop, tooling manufacture, working of tooling, production line manufacturing, fastener application and installation, liaison engineering between design and strength analysis engineering and production shops, analysis of repairs to advanced composite components, mentoring, design, methods, and principles, on the F/A-18 and EA-18G.

3.3 **MAN HOUR (MH) ESTIMATE / ANALYSIS PLAN (AP)**

3.3.1 Man Hours (MH). All tasks shall have a MH estimate and an analysis approach provided by the Contractor and approved by a Government POC via email before work can start. The Contractor shall provide MH estimate that shall include a master schedule (and key dates) along with a MH breakdown for task estimates that are greater than 500 MH. Any MH expended for preliminary research or preparatory work needed to establish a task baseline shall be identified as such in the final MH estimate provided to the Government POC. All requests for additional MH in addition to what has already been approved shall be submitted to the Government POC for review and approval and shall be annotated in the REI Structural Analysis Tracker. CDRL (A009)

3.3.2 Analysis Plan (AP). An analysis approach shall require approval from Government POC for all tasks. An AP is required for tasks with MH estimates that are greater than 500 MH (CDRL A008). The Contractor shall draft an AP, as required, based on a requirement established by the Government detailing the proposed analysis plan. An AP and MH review with AIR 4.3.3.1 Strength Branch Lead or a designated Lead Stress Analyst and a Government POC is required before work can start.

3.3.3 Task Scope. All tasks subject to a change in scope shall require an AP and MH revision as applicable at the discretion of the Government.

3.4 MAJOR STRUCTURAL ANALYSIS

3.4.1 All major structural analysis performed by the Contractor shall be in accordance with the approved Analysis Plan (AP) and master schedule.

3.4.2 The Contractor shall be subject to progress reviews at 25% and 75% completion based on MH expended. Deviations including requirements for decision briefs shall be per Government POC discretion. The Contractor shall provide an electronic copy of technical briefs two business days (at a minimum) prior to a scheduled technical review (CDRL A001). All Final Deliverables are subject to a final review and Navy acceptance prior to task closeout.

3.5 STRUCTURAL ANALYSIS TECHNICAL DELIVERABLES

3.5.1 Break-Out Finite Element Models (FEM) and Analysis. The Contractor shall produce FEM models with the appropriate level of detail of designated areas as applicable. (CDRL A004, A005)

3.5.1.1 The Contractor shall retrieve and catalog all parts data including configuration and materials as well as available FEM. Parts data is Government Furnished Information (GFI).

3.5.1.2 The Contractor shall perform one of the following two steps:

a. If no FEM exists for the location of interest within the part under consideration, the Contractor shall construct the geometry, mesh the FEM, perform quality and stiffness checks, run and ensure FEM convergence with consideration given to geometry and fasteners as well as appropriate sizes.

b. If a FEM exists, the Contractor shall select the appropriate model from the Finite Element Database; modify the FEM as required; e.g. add geometry, re-mesh, perform quality and stiffness checks, run, and ensure FEM convergence.

3.5.1.3 If new loads need to be applied from the target loads FEM, the Contractor shall either: extract Free Body loads from target loads FEM and prepare load cases for a detailed FEM, e.g. ensure node correspondence, or use known loads to create load cases and apply load cases to the detailed FEM as appropriate.

3.5.1.4 The Contractor shall run the FEM and extract results. The Contractor shall review the FEM results to ensure adequacy and consistency. The Contractor shall perform iterations, to obtain valid FEM results. (CDRL A004, A005)

3.5.1.5 The Contractor shall document the model purpose, creation methodology, loads application, limitations, etc. and deliver the model. This shall be in support of the F/A-18 and E/A-18G (all T/M/S) Tactical and Strategic Engineering Support Services. (CDRL A004, A005)

3.5.2 Static Analysis. The Contractor shall provide detailed static analysis of repair in accordance with Section 2.1 (k and l). (CDRL A002)

3.5.3 Crack Initiation (CI) Analysis. The Contractor shall utilize all failure data and past analyses for the location being evaluated that shall include configuration modifications. The Contractor shall utilize analyses techniques and methods contained in: Section 2.1 (k and l), McDonnell Aircraft Corporation (MAC) Report 339, McDonnell Douglas Corporation (MDC) Report A8500, MDC 92B0273, MDC 91B0330, MDC 97A0107, BOE-STL 98A0089, SD-565-1/-2/-3, applicable SDM, CDRL, ALL-METH, TDL and CTRD.

3.5.3.1 The Contractor shall identify all applicable elements and run the Government approved target loads FEM or utilize results previously documented.

3.5.3.2 The Contractor shall produce the test and target spectra (depending on the T/M/S) utilizing the government furnished lifing tools where applicable.

3.5.3.3 The Contractor shall determine all fatigue analysis factors, shallow gradient, and test correlation factors (TCF) utilizing available data to determine all stress concentration factors and relationships between load influences, stresses from available data (FEM or strain gage), and test demonstrated stresses.

3.5.3.4 The Contractor shall generate fatigue curves for the location being evaluated on the part being analyzed utilizing the appropriate (T/M/S) lifing tools as applicable.

3.5.3.5 The Contractor shall document rationale of differences if in-service data are available to compare to predicted life. (CDRL A002)

3.5.3.6 The Contractor shall document all results, including crack initiation curves, tabulated backup data and Life Works workspace, which is a Government-Furnished tool, for tasks in support of the F/A-18 and E/A-18G (all T/M/S) Tactical and Strategic Engineering Support Services as applicable. (CDRL A002)

3.5.4 Crack Growth (CG) Analysis. The Contractor shall utilize all applicable failure data and past analyses for the location being evaluated to include configuration modifications. The Contractor will utilize analyses techniques and methods contained in: Section 2.1 (k and l), McDonnell Aircraft Corporation (MAC) Report 339, McDonnell Douglas Corporation (MDC) Report A8500, MDC 92B0273, MDC 91B0330, MDC 97A0107, BOE-STL 98A0089, SD-565-1/-2/-3, applicable SDM, CDRL, ALL-METH, TDL and CTRD.

3.5.4.1 The Contractor shall identify all applicable elements and run the applicable FEM or utilize results previously documented.

3.5.4.2 The Contractor shall develop the test and target spectra (depending on the T/M/S) utilizing the government furnished lifing tools where applicable.

3.5.4.3 The Contractor shall utilize the appropriate method for obtaining stresses and stress gradients or canned solution, as agreed to jointly by the Government/Contractor team, to be used in the CG analysis. For those locations requiring a FEM, the Contractor shall extract the stress gradients from the FEM.

3.5.4.4 The Contractor shall utilize existing data as appropriate. If a FEM is required and does not already exist, the Contractor shall utilize steps documented in Sections 3.2.2 and 3.5.1 of this SOW as authorized by the Government POC. For those locations that do not require a FEM, the Contractor shall utilize handbooks, the CG software, and/or best engineering practices to obtain the data required to complete the analysis.

3.5.4.5 The Contractor shall calculate the reference stress of the critical location to be used as input in the CG run using all applicable factors.

3.5.4.6 The Contractor shall run available and approved CG software utilizing an appropriate initial flaw size to derive CG curve with and without retardation.

3.5.4.7 The Contractor shall calculate the applicable critical stress intensity factor, based on material, grain direction, part thickness and type of analysis being performed.

3.5.4.8 The Contractor shall perform proof load checks/residual strength tests at 1.15 x Design Limit Load (DLL) or maximum spectrum peak load when determining an inspection interval.

3.5.4.9 The Contractor shall use the results to create inspection intervals based on a Detectable Flaw Size (DFS) determined by the Navy. If the DFS has not yet been determined, the Contractor shall provide inspection intervals as a function of DFS over a DFS range set by the Navy.

3.5.4.10 The Contractor shall document the results of the analysis including crack growth curves, the tabulated backup data and Life Works workspace for tasks in support of the F/A-18 and E/A-18G (all T/M/S) Tactical and Strategic Engineering Support Services as applicable. (CDRL A002)

4.0 SECURITY

4.1.1 The Contractor will not require access to any Classified Material Information (CMI) in support of this contract and a Department of Defense Contract Security Classification Specification (DD Form 254) will not be required. The security requirements specified herein shall apply to the Contractor and all subcontractors. The Contractor shall comply with applicable Government security regulations.

4.1.2 The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and to control distribution of controlled unclassified information in accordance with Information Security Program Manual, and all applicable Command Security Manuals. All controlled unclassified technical information shall be appropriately identified and marked as For Official Use Only in accordance with DoDM 5200.01 (Information Security Program Manual) (Volume 4) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). All Contractor facilities shall provide an appropriate means of storage for controlled unclassified documents, equipment, and materials in accordance with Operational Security (OPSEC) requirements.

4.1.3 For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoDM 5200.01, Information Security Program Manual (Volume 4) available at http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf and DoD 5400.7-R, Freedom of Information Program, Chapter 3 (pages 31-42) available at <http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>. Contractor shall not store or transmit CUI on personal information technology systems or via personal e-mail.

4.1.4 As a condition of employment, Contractor personnel shall be required to qualify for and obtain either a Rapidgate credential or a Common Access Card (CAC) and FRCSW badge. The CAC shall be the principal identity credential for supporting interoperable access to installations, facilities, buildings, controlled spaces and required access to Navy information technology systems (e.g., Navy Marine Corps Intranet (NMCI). The Navy Commercial Access Control System (NCACS) Rapidgate credential will be the primary credential when Contractor personnel are only required to access Navy installations and do not require a CAC. Contractor service support personnel who do not require access to any CMI in performance of this contract but are assigned to sensitive national security duties shall require a favorable personnel security determination regarding his/her loyalty, reliability and trustworthiness. In accordance with Department of the Navy Implementation of Homeland Security Presidential Directive 12 (HSPD-12) and Department of Defense Standardized Investigation Request Procedures, Non National Industrial Security Program (Non-NISP) Investigations are to be conducted for Contractors requiring access to an installation, require a Common Access Card and access an IT-I or IT-II system but who do not require access to classified information. Non-NISP investigations for Contractor personnel under this contract will be processed through

FRCSW Personnel Security Office. The Contractor shall comply with all Information Assurance (IA) security requirements for accessing any U.S. Government IT Systems and/or networks and will have the appropriate background investigation and security clearance in accordance with personnel security guidelines. Contractor may be required to support Critical Sensitive (CS) Information Technology (IT) Level I (Privileged Access) and Noncritical-Sensitive (NCS) IT Level II (Limited Privilege, sensitive information access) duties. The investigative basis for assignment to a designated CS IT-I position is a favorably completed and adjudicated Single Scope Background Investigation (SSBI) or SSBI-PR. The SSBI must be updated every five years by an SSBI-PR. The investigative basis for assignment to a designated NCS IT-II position is a favorably completed and adjudicated National Agency Check with Local Agency and Credit Checks (NACLIC) or contract company must initiate Tier 3 or a Tier 3R Reinvestigation. The Contractor shall adhere to the Department of the Navy's information assurance program prescribed methodologies for the protection of information to support DoN missions and will comply with local service/component command information assurance security directives, regulations, and standard operating procedures.

4.1.5 Contractors requiring a CAC must meet the Office of Personnel Management credentialing standards. A favorably adjudicated National Agency Check with Inquiries (NACI) is the minimum investigation required for final credentialing determination for CAC. An interim credentialing determination can be made based on the results of a completed National Agency Check or an Federal Bureau of Investigation National Criminal History Check (Fingerprint Check), and submission of a request for investigation (NACI or greater) or a personnel security investigation (PSI) equal to or greater in scope than a NACI. CACs will be retrieved by FRCSW Security Office Code 7.4 when the card has expired, is damaged or compromised, when the card holder is no longer affiliated with the DoD, or no longer meets the eligibility requirements for the card. Rapidgate credentials shall be retrieved by the Contractor and returned to Rapidgate.

4.1.6 FRCSW, Command Security Manager shall be made aware of any Contractor personnel who have an investigation with an action pending, eligibility has been administratively withdrawn or pending, withdrawal of interim clearance eligibility, eligibility of no determination made, or final denial or revocation of security clearance eligibility. Contractor personnel who lose their eligibility for CUI access shall have their IT user accounts disabled immediately for IT systems that process CUI and will not have access to any federal government restricted areas, facilities, or IT systems.

4.1.7 Contractor personnel working on a federal installation in support of this contract shall report to the FRCSW, Command Security Manager any adverse information or circumstances of which they are aware pose a threat to the security of DoD personnel, Contractor personnel, resources, classified or unclassified defense information, and anything that elevates the risk to the contractors proprietary information, intellectual property, and personnel.

4.1.8 The Contractor shall provide locator information regarding all Contractor personnel. Initial information shall be provided to the COR as each individual is assigned to this contract. Thereafter, monthly reports (due at the beginning of each month, by the fifth day of the month) shall be provided with gains/losses (identification of new and replaced or added individuals) and any changed to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each monthly report for any questions/additional information needed by the Government recipient. The Contractor shall ensure that all permanent badges are returned to COR on the last work day of the Contractor employee.

4.1.9 For all work performed aboard FRCSW or other government locations, the Contractor shall comply with the provisions of the local command regulations. If Contractor personnel will be co-located in government spaces during anytime within the full spectrum of this contract, they shall comply with security requirements provided by the appropriate security office.

4.1.10 Contractors requiring access to federal installations shall obtain the appropriate base identification for all Contractor personnel who make frequent visits to or perform work at Government sites. Contractor personnel are required to wear or prominently display installation identification badges or Contractor-furnished identification badges while visiting or performing work on the installation(s) with the exception of Contractors working with aircraft or dangerous equipment when the identification could present a safety hazard. In this case, these Contractors shall have the proper identification in their possession at all times. The Contractor shall be responsible

for obtaining required identification for newly assigned personnel and for prompt return of credentials, CACs, and any other secondary area access badges/identification for any employee who no longer requires access to the work site(s), upon separation, resignation, firing, completion or termination of the contract or expiration of base identification. The Contractor shall ensure all base identification passes to include CACs and any other secondary area access badges/identification issued to Contractor employees are returned to the FRCSW, Security Office, Code 7.4.

4.1.11 Performance of work in restricted areas may require additional access badge procedures in accordance with FRCSWINST 5500.5, Command Security Manual regulations. Contractor employees shall comply with local base procedures for entry into any federal installation controlled and restricted areas. If Contractor employees require unescorted entry to controlled or restricted areas, the Contractor shall comply with the OPNAVINST 5530.14 Navy Physical Security and Law Enforcement manual.

4.1.12 On-site Contractor support service personnel shall cooperate with any preliminary inquiries conducted by FRCSW Security Office, Code 7.4, regarding inquiry into significant command security weaknesses.

4.1.13 Operations Security (OPSEC): All work shall be performed in accordance with Department of Defense (DoD) and Department of Navy (DoN) OPSEC requirements per the National Security Decision Directive 298, DoDD 5205.02E, DoD OPSEC Program, DoD 5205.02-M, DoD OPSEC Program Manual, OPNAVINST 3432.1A DoN Operations Security, and FRCSWINST 3070.1 Operations Security.

4.1.14 Public Release: Any controlled unclassified information pertaining to this contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release through FRCSW, Security Office, Code 7.4 and FRCSW, PAO Office, Code 7.5.

4.1.15 Prior to any involvement in the execution of this contract by a foreign owned or controlled entity, international organization, or foreign government, the Contractor must be in compliance with the ITAR 22 C.F.R 120-130. The United States Government reserves the right to deny official and unofficial visit requests by foreign persons to United States military facilities.

4.1.16 HOLIDAYS

4.1.16.1 The Contractor, normally, will not provide services on the following Federal Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. When a holiday occurs on a Saturday, Federal employees are normally granted the previous Friday as the holiday observance. When a holiday occurs on a Sunday, Federal employees are normally granted the following Monday as the holiday observance. There are occasions when the FRCSW reduces operations in conjunction with the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day which encompass additional non-holiday work days and weekends. When such a notice is given, the Contractor shall reduce its level of effort to coincide with the reduced FRCSW operations. FRCSW operations on North Island, California are typically shutdown between Christmas Day and New Year's Day. Contractor personnel will not have access to the facilities during this time. As such, Contractor personnel shall not be billed against direct costs during any temporary furlough or shutdown period, and are expected to make arrangements accordingly.

5.0 LABOR CATEGORIES and MINIMUM PERSONNEL REQUIREMENTS

5.1 Definitions

The Contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; Contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor

categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five year period.

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

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

Accredited Institution: A post-secondary educational institution, junior college, college, university, technical or professional school approved by an accrediting agency. The accrediting agency shall be listed as nationally recognized by the U.S. Department of Education.

Accredited Program: An educational program or course of study offered by a post-secondary educational institution approved by an accrediting agency. The accrediting agency shall be listed as nationally recognized by the U.S. Department of Education.

Degree: An academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only. An Associates in Science (AS) or an Associates in Arts (AA) degrees must be in accordance with the relevant experience as listed in 5.2 Key Labor Categories.

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

Business-related Discipline: Includes Business Administration, Business Management, Economics, Finance, or Accounting.

Engineering or Engineering Discipline: When used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, computer, electrical, electronics, industrial, mechanical, and nuclear engineering. Engineering disciplines include disciplines from a school where the specified curriculum was accredited by the Accreditation Board of Engineering and Technology (ABET).

Logistics Discipline: When used in relation to educational or work experience requirements, "logistics" shall mean any of the following specific subjects, disciplines, or areas of work experience only: air vehicle, avionics, acquisition logistics, sustainment logistics, and the logistics elements the experience is in.

Experience and Years of Experience:

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

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

the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

Related Field: A field of study with similar curriculum of study but is referenced by a different name.

Technical Discipline: When used in relation to educational experience requirements, "technical discipline" shall mean a degree in the field of Mathematics, Engineering, Computer Science, Information Systems Management, Computer Engineering, or Physics.

5.2 Key Labor Categories

Program Manager, Business Operations and Systems

Functions: Acts as the overall lead, manager and administrator for the contracted effort. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Overseas contractor personnel program/project operations. Organizes, directs and coordinates the planning and production of all contract and subcontract support activities.

Education: BS or BA degree in Business Administration or other "Relevant Technical Discipline". An AS or AA degree and an additional four (4) years of experience may be substituted for a BA/BS or an additional eight (8) years of experience may be substituted for a BA/BS.

Experience: At least eight (8) years of professional experience.

Engineer/Scientist V

Functions: Performs tasks with little or no guidance. Has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems. OR; Leads the execution of complex tasks. Applies and integrates engineering principles to investigate, analyze, plan, design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software related to engineering or functional requirements of military weapons systems, associated support systems.

Education: MS or MA degree in Engineering, Logistics, Science or a "Relevant Technical Discipline".

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

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

5.3 Non-Key Labor Categories

Engineer/Scientist IV

Functions: Performs tasks with little or no guidance. Has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration,

configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems.

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

Experience: At least ten (10) years of experience in a "Relevant Engineering/Science Field".

Engineer/Scientist III

Functions: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

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

Experience: At least six (6) years of experience in a "Relevant Engineering/Science Field".

Technical Writer II

Functions: In this capacity, the Technical Writer revises or writes material that is mostly standardized for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. The incumbent receives assignment and technical information from a supervisor or senior writer, may be provided notes or manuals containing operating procedures and details, and may observe production, developmental or experimental activities to expand or verify the provided operating procedures and details.

This worker accesses manufacturers' catalogs, drawings and other data relative to operation, maintenance, and service of equipment, may have access to blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. This writer organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology, may maintain records and files of work and revisions, may select photographs, drawings, sketches, diagrams, and charts to illustrate material, assist in laying out material for publication, and arrange for typing, duplication and distribution of material. This writer may draft speeches, articles, and public or employee relations releases, or specialize in writing material regarding work methods and procedures.

Education: High School diploma or GED; Vocational training commensurate with Department of Labor functional description.

Experience: Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

6.0 TRAVEL

The contractor shall be required to travel in the performance of this SOW. Specific travel requirements will be defined based on individual taskings and situations. The Contractor shall be responsible for all transportation, billeting, and messing for Contractor personnel except in those cases where the Government transportation, billeting, and messing are the only services available. All travel costs will be in accordance with the Joint Travel Regulations.

The Government anticipates travel to the following locations:

MCAS Miramar, CA
 NAS Lemoore, CA
 NAS Jacksonville, FL

G&A General and Administrative
GD&T Geometrical Dimensioning & Tolerancing
GFE Government Furnished Equipment
GFI Government Furnished Information
GFP Government Furnished Property
HFH High Flight Hour
HSPD-12 Homeland Security Presidential Directive 12
IA Information Assurance
ISP Information Security Program
ISR In-Service Repair
ISSC In-Service Support Center
IT Information Technology
ITAR International Traffic In Arms Regulation
JTR Joint Travel Regulations
MAC McDonnell Aircraft Corporation
MBD Model Based Definition
MCAS Marine Corps Air Station
MDC McDonnell Douglas Corporation

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**C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING
APPLICATION (ECMRA) INFORMATION**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the F/A-18 and EA-18G Stress Analysis and Design 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) D, Automatic Data Processing and Telecommunications, IT and Telecom - Telecommunications Transmission (D304) and Internet (D322) ONLY.
- (5) S, Utilities ONLY;
- (6) 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>".

Section D - Packaging and Marking

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5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

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5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled DD Form 1423-1, Contract Data Requirements List. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 15-OCT-2016 TO 14-OCT-2021	N/A	FRC-SW ISSA, FST.3 DANIEL TAN NAS NORTH ISLAND, BLDG 378-2 SAN DIEGO CA 92135 619-545-8766 FOB: Destination	N65888
0002	POP 15-OCT-2016 TO 14-OCT-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65888
0003	POP 15-OCT-2016 TO 14-OCT-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65888
0004	POP 15-OCT-2016 TO 14-OCT-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65888
0005	POP 15-OCT-2016 TO 14-OCT-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65888
0006	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR)(MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$1,000,000; the maximum quantity is \$35,708,232..

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) PCO, Code 254330D.

(2) ACO, Code S0514A.

(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.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0002 Line Item Specific: Sequential ACRN Order SEP 2009

1001

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated (b) (6) (b) (6) as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities

a. Work cooperatively with members of the acquisition team;
b. If a classified contract, identify contract requirements and changes as they occur to the Contracting Officer's Security Representative (COSR);
c. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;
d. Read and understand the DoD Contractor Performance Assessment Reporting System (CPARS) Policy Guide (dated March 2010) and the User Manual for Contractor Performance Assessment Reporting System (CPARS) (dated May 2010) and your role and responsibilities in the CPARS process to include maintaining documentation that supports the CPARS assessments;
e. If a labor hour contract (level of effort) or order, review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed;
f. Provide an independent government estimate of desired or ordered work;
g. Track funds expended and remaining funds available so as not to overspend on the contract or order;
h. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify that the government has accepted all deliverables;
i. Pay particular attention to the timely review of invoices;
j. Obtain refresher training as required by NAVAIRINST 4200.28D or as required by the PCO;
k. Promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
(1) Any violation of or deviation from the technical requirements of the contract or order;
(2) Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;
(3) Any contractor request for changes to the contract;
(4) Issues that require clarification or resolution;
(5) Inconsistencies between invoiced charges and performance, including the use of improper labor categories;
(6) Instances where funds may be insufficient to complete the contract or order;
(7) Conditions requiring a replacement for you as COR; and
(8) Improper use of government material, equipment, or property.
l. Ensure the contract does not become a vehicle for personal services as described in the FAR Part 37,

Service Contracting;
m. Review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and
n. When required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.

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

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: (b) (6)
 PHONE (BUS): (b) (6)
 FAX: (858)386-4374

ALTERNATE: N/A

NAME: _____
 PHONE (BUS): _____
 PHONE (AFTER HOURS): _____

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(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 \$1,000 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 might 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.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than monthly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" . Fixed Fee (b) (4) Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment," and 52.216-8, "Fixed Fee."

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
(3) Conduct post-award orientation conferences.	PCO: Dbra Zamarron, debra.zamarron@navy.mil , 760-939-9658
(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.	PCO
(44) Perform engineering analysis of contactor cost proposals.	PCO
(47) Assist in evaluation and make recommendations for acceptance or rejection of waivers and deviations.	PCO
(51) Consent to the placement of subcontracts.	PCO
(58) Ensure timely submissions of required reports.	PCO

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

Additional Functions	Retained for Performance By:
All of the functions not listed above	See the ADMINISTERED BY Block on the face page of the task order.

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

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: (b) (6)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

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

http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

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

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

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

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (NAVAIR)(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. Task orders issued under the contract or 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 [Insert the period of prohibition] 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 [Insert the period of prohibition] 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 [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(b)(1))

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

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains

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

[] (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 [insert the period of prohibition] 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.

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

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

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

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

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

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

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

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

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR)(JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.216-9534 TASK ORDER PROCEDURES (NAVAIR)(OCT 2005)

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):

NAVAL AIR WARFARE CENTER WEAPONS DIVISION Contracting Office
429 E. Bowen Road, Mail Stop 4015
China Lake, CA 93555-6108

The above activity (ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$100,000, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

- (A) notify the Ordering Officer immediately,
- (B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation "paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost" or "paragraph (c) of FAR Clause 52.232-22, Limitation of Funds"] are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within [insert number of days] working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 30 working days from the time of the oral communication amending the order.)

5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR)(NOV 2003)

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(2) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order.

(3) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

(4) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally unpriced order that establishes the

Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

(5) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes".

(c) For orders under \$500,000, the procedures for reaching agreement are as follows:

(1) The Ordering Officer shall issue a fully funded, unilaterally executed order representing a firm order for the total requirement.

(2) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the order, the contractor shall:

(i) notify the Ordering Officer within three working days

(ii) submit a proposal for the work requested in the order,

(iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

52.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

52.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

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

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

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

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

(c) Travel Policy.

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

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

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

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

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

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

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR)(JUL 1985) - ALT I (OCT 2005)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	\$ [insert dollar amount or TBD]
Funded Fee	\$ [insert dollar amount or TBD]
TOTAL FUNDS	\$ [insert dollar amount or TBD]

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$[if contract, enter dollar amount; if solicitation, state "to be determined"] which includes a fixed fee amount of \$[if contract, enter dollar amount; if solicitation, state "to be determined"]. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) [insert CLINs]; and

(d) the period of performance for which it is estimated the allotted amount will cover is [insert the period of performance (calendar date)].

*Will be completed on individual task orders.

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

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

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

(c) The contractor agrees that during the term of the 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)".

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

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

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

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

Debra Zamarron
COMMANDER
CODE 254300D
NAVAIRWARCENWPNDIV
429 E. BOWEN RD, MAIL STOP 4015
CHINA LAKE, CA 93555-6108
Phone: 760-939-9658
Email: Debra.zamarron@navy.mil

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

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

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

NONE

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

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

NONE

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

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

NONE

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

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

NONE

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

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
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52.215-14	Integrity of Unit Prices	OCT 2010
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52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004

52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012

252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

- (a) Definition.
United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--
 - (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
 - (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
 - (3) Any required posters may be obtained as follows:
 - Poster(s) Obtain from

--N/A -----
(Contracting Officer shall insert—
 - (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
 - (ii) The website(s) or other contact information for obtaining the poster(s.)
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract--
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days after contract award as negotiated.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion date in task order or as negotiated.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations and Certification section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 541330 assigned to contract number N68936-17-D-0005.

[Contractor to sign and date and insert authorized signer's name and title].

See Proposal

Signature

Date

Signer's Printed Name

Signer's Title

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (0) or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [Enter subcontractor's names, if applicable]

(e)

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **NONE**.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

tab (2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: N/A for this contract.

(c) Display of combating trafficking in persons and whistleblower hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contract the DoD Inspector

General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-00010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractor from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

252.204-7004 SYSTEM FOR AWARD MANAGEMENT (52.204-7)(JUL 2013) - ALT A (FEB 2014)

(a) Definitions. As used in this provision--

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means -

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that--

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the date of contract award for five year or as negotiated.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)

(a) Definition. “Export-controlled items,” as used in this clause, means items subject to the Export Administration Regulations (EAR)(15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130). The term includes -- “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

"Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

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

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

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

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

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

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

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

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

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

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

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it

could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that--

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected

the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

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

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

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) 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.

(2) 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.

(3) 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).

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

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

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

(a) Definitions, as used in this clause--

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

COMBO

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	<u>HQ0339</u>
Issue By DoDAAC:	<u>N68936</u>
Admin DoDAAC:	<u>S0514A</u>
Inspect By DoDAAC:	_____
Ship To Code:	_____
Ship From Code:	_____
Mark For Code:	_____
Service Approver (DoDAAC):	_____
Service Acceptor (DoDAAC):	_____
Accept at Other DoDAAC:	_____
LPO DoDAAC:	_____
DCAA Auditor DoDAAC:	_____
Other DoDAAC(s):	_____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

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

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

(b) (6)	TPOC
(b) (6)	CS

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

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

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - BASIC (MAY 2014)

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

“Acceptable purchasing system” means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

“Purchasing system” means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

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

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

(c) System criteria. The Contractor's purchasing system shall--

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS);

(2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;

(11) Document negotiations in accordance with FAR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

(15) Document and justify reasons for subcontract changes that affect cost or price;

(16) Notify the Government of the award of all subcontracts that contain the FAR and DFARS flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

(17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of 41 U.S.C. chapter 87, Kickbacks;

(18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;

(19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the FAR and DFARS, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract,

including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;

(20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;

(21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, and the item marking requirements of 252.211-7003, Item Unique Identification and Valuation, if applicable;

(22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;

(23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and

(24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if--

(i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

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

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

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

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

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 Naval Air Station, North Island, 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 [insert address]. All losses are to have the permanent badges returned to [insert address] on the last day of the individual's task requirement.

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

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

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

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

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 J - List of Documents, Exhibits and Other Attachments

SECTION J -

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A_	Contract Data Requirements List		
Attachment 1	System Authorization Access Request Navy	4	
Attachment 2	Surveillance Activity Checklist	11	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1 3	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 10-Nov-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)		
6. ISSUED BY CDR NAWCWD CODE 254300D (b) (6) (b) (6) 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108	CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	SCD: C	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. N68936-17-D-0005	
				X	10B. DATED (SEE ITEM 13) 15-Oct-2016	
CODE 1PZC3	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose for this modification is: to add DCAA DoDaac HAA151 La Jolla Branch to WAWF Clause 252.232-7006.						
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA ZAMARRON / PROCURING CONTRACTING OFFICER TEL: (760) 939-9658 EMAIL: debra.zamarron@navy.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Debra Zamarron</i> (Signature of Contracting Officer)		16C. DATE SIGNED 10-Nov-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been modified:

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

(a) Definitions, as used in this clause--

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

COMBO

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

N/A

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

Routing Data Table*

Field Name in WAWF

Data to be entered in WAWF

Pay Official DoDAAC:

HQ0339

Issue By DoDAAC:

N68936

Admin DoDAAC:

S0514A

Inspect By DoDAAC:

Ship To Code:

Ship From Code:

Mark For Code:

Service Approver (DoDAAC): HAA151
Service Acceptor (DoDAAC): _____
Accept at Other DoDAAC: _____
LPO DoDAAC: _____
DCAA Auditor DoDAAC: HAA151
Other DoDAAC(s): _____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

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

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

(b) (6)	TPOC
(b) (6)	CS

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 28-Nov-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CDR NAWCVM CODE 254300D (b) (6) (b) (6) 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A SCD: C
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-17-D-0005		
			X 10B. DATED (SEE ITEM 13) 15-Oct-2016		
CODE 1PZC3		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose for this Modification is: To change WAWF Clause 252.232-7006 Routing Table Service Approver from HAA 151 to N68936. Also to change Document Type in section (f)(1) from COMBO to Cost Voucher.					
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA ZAMARRON / PROCURING CONTRACTING OFFICER TEL: (760) 939-9658 EMAIL: debra.zamarron@navy.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Debra Zamarron</i> (Signature of Contracting Officer)		16C. DATE SIGNED 28-Nov-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been modified:

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

(a) Definitions, as used in this clause--

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

Cost Voucher

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	<u>HQ0339</u>
Issue By DoDAAC:	<u>N68936</u>
Admin DoDAAC:	<u>S0514A</u>
Inspect By DoDAAC:	_____
Ship To Code:	_____
Ship From Code:	_____
Mark For Code:	_____

Service Approver (DoDAAC): N68936
Service Acceptor (DoDAAC): _____
Accept at Other DoDAAC: _____
LPO DoDAAC: _____
DCAA Auditor DoDAAC: HAA151
Other DoDAAC(s): _____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

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

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

(b) (6) TPOC
(b) (6) CS

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 04-Jan-2017	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CDR NAWCVM CODE 254300D (b) (6) (b) (6) 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 9174 SKY PARK CT, SUITE 100 SAN DIEGO CA 92123-4353		CODE S0514A SCD: C
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-17-D-0005		
			X 10B. DATED (SEE ITEM 13) 15-Oct-2016		
CODE 1PZC3		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose for this modification is: To Change DCMA address to 9174 Sky Park Court Suite 100 San Diego CA 92123-4353 per DCMA San Diego, CA request.					
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA ZAMARRON / PROCURING CONTRACTING OFFICER TEL: (760) 939-9658 EMAIL: debra.zamarron@navy.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Debra Zamarron</i> (Signature of Contracting Officer)		16C. DATE SIGNED 04-Jan-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 30-Nov-2017	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CDR NAWCVM CODE 254300D (b) (6) (b) (6) 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 9174 SKY PARK CT, SUITE 100 SAN DIEGO CA 92123-4353		CODE S0514A SCD: C
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-17-D-0005		
			X 10B. DATED (SEE ITEM 13) 15-Oct-2016		
CODE 1PZC3		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The Purpose for this Modification is to Add the updated ECMRA clauses per NAVAIR Communique.					
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA ZAMARRON / PROCURING CONTRACTING OFFICER TEL: (760) 939-9658 EMAIL: debra.zamarron@navy.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Debra Zamarron</i> (Signature of Contracting Officer)		16C. DATE SIGNED 30-Nov-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0006

- The unit of issue Lot has been deleted.
- The FOB Destination has been deleted.
- The FSC code R425 has been deleted.
- The PROG code S10 has been deleted.
- The WSC Equipment code 000 has been deleted.
- The NAICS code 541330 has been deleted.
- The MDAP/MAIS Code 000 has been deleted.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

**C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING
APPLICATION (ECMRA) INFORMATION (NOV 2017)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the F/A-18 and EA-18G Stress Analysis and Design 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) D, Automatic Data Processing and Telecommunications, IT and Telecom - Telecommunications Transmission (D304) and Internet (D322) ONLY.
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address "<https://www.ecmra.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://www.ecmra.mil>."

The following have been deleted:

C-TXT-ECMRA Required Enterprise-Wide Contractor Manpower Reporting NOV 2015
Application (ECMRA) Information

SECTION E - INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 0006 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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To:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
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(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 31-Jan-2020	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CDR NAWCWD CODE 254300D (b) (6) (b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303 CHINA LAKE CA 93555		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 9174 SKY PARK CT, SUITE 100 SAN DIEGO CA 92123-4353		CODE S0514A SCD: C
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-17-D-0005	
				X 10B. DATED (SEE ITEM 13) 15-Oct-2016	
CODE 1PZC3		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Changes - Cost Reimbursable and FAR 52.232-22 "Limitation of Funds"					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to realign ceiling as shown herein.					
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA ZAMARRON / PROCURING CONTRACTING OFFICER TEL: (760) 939-9658 EMAIL: debra.zamarron@navy.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Debra Zamarron</i> (Signature of Contracting Officer)		16C. DATE SIGNED 31-Jan-2020

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from:

The contractor shall perform and provide routine structural engineering analysis, structures design and solid modeling and advanced composites design analysis, in accordance with the Statement of Work (SOW) Para. 3.2. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 115,200 man-hours of direct labor.

To:

The contractor shall perform and provide routine structural engineering analysis, structures design and solid modeling and advanced composites design analysis, in accordance with the Statement of Work (SOW) Para. 3.2. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 224,324 man-hours of direct labor.

The estimated/max cost has increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4)

The fixed fee has increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

The total cost of this line item has increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

CLIN 0002

The CLIN extended description has changed from:

The Contractor shall provide MH estimate that shall include a master schedule (and key dates) along with a MH breakdown for task estimates that are greater than 500 MH in accordance with the Statement of Work (SOW) Para 3.3. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 23,040 man-hours of direct labor.

To:

The Contractor shall provide MH estimate that shall include a master schedule (and key dates) along with a MH breakdown for task estimates that are greater than 500 MH in accordance with the Statement of Work (SOW) Para 3.3. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 730 man-hours of direct labor.

The estimated/max cost has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4)

The fixed fee has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

The total cost of this line item has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

CLIN 0003

The CLIN extended description has changed from:

All major structural analysis performed by the Contractor shall be in accordance with the approved Analysis Plan (AP) and master schedule in accordance with the Statement of Work (SOW) Para 3.4.1. The Contractor shall be subject to progress reviews at 25% and 75% completion based on MH expended in accordance with the Statement of Work (SOW) Para 3.4.2. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 92,160 man-hours of direct labor.

To:

All major structural analysis performed by the Contractor shall be in accordance with the approved Analysis Plan (AP) and master schedule in accordance with the Statement of Work (SOW) Para 3.4.1. The Contractor shall be subject to progress reviews at 25% and 75% completion based on MH expended in accordance with the Statement of Work (SOW) Para 3.4.2. The level of effort for the performance of this CLIN is based upon an anticipated total estimated level of effort NTE 1,697 man-hours of direct labor.

The estimated/max cost has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4)

The fixed fee has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

The total cost of this line item has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 09-Dec-2020	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CDR NAWCWD CODE D230000 (b) (6) (b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303 CHINA LAKE CA 93555		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 9174 SKY PARK CT, SUITE 100 SAN DIEGO CA 92123-4353		CODE S0514A SCD: C
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-17-D-0005	
				X 10B. DATED (SEE ITEM 13) 15-Oct-2016	
CODE 1PZC3		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement of Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this Modification is to add FAR Clause 52.204-25, pursuant to interim FAR rule 2019-009.					
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CORRINE MAPLES / PROCURING CONTRACTING OFFICER TEL: (760) 939-1878 EMAIL: corrine.maples@navy.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Corrine P. Maples</u> (Signature of Contracting Officer)		16C. DATE SIGNED 09-Dec-2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 07-Apr-2021	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CDR NAWCWD CODE D230000 (b) (6) (b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303 CHINA LAKE CA 93555	CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 9174 SKY PARK CT, SUITE 100 SAN DIEGO CA 92123-4353		CODE S0514A SCD: C
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-17-D-0005	
			X 10B. DATED (SEE ITEM 13) 15-Oct-2016	
CODE 1PZC3	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Changes - Cost Reimbursable and FAR 52.232-22 "Limitation of Funds"				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to move unused ceiling from closed Labor CLIN 0002 (Man Hour Estimate/Analysis Plan) and from closed Labor CLIN 0003 (Major Structural Analysis) to active Labor CLIN 0001 (Routine Structures Engineering Analysis) as shown herein.				
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TOM RUANE / CONTRACT SPECIALIST TEL: (760) 939-3053 EMAIL: tom.ruane1@navy.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Tom Ruane</u>		16C. DATE SIGNED 07-Apr-2021
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been modified:

FOR YOUR INFORMATION:

The following addresses and points of contact are provided:

CONTRACT SPECIALIST

Name: (b) (6)

Phone: (b) (6)

Email address: (b) (6)

PROCURING CONTRACTING OFFICER

Name: David Belasco

Phone: (760) 939-1087

Email address: david.belasco@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE D230000 ((b) (6))

NAVAIRWARCENWPNDIV

1 Administration Circle, MAIL STOP 1303

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc.):

COMMANDER

CODE D230000 ((b) (6))

NAVAIRWARCENWPNDIV

BLDG 02334, MAIL STOP 1303

CHINA LAKE, CA 93555-6108

Note: Contractors must be certified through Defense Logistics Information Services (DLIS) in order to access Controlled Unclassified Information within FBO. See the DLIS website for registration details:
<http://www.dlis.dla.mil/jcp/>.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4)

The fixed fee has increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)
The total cost of this line item has increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)


CLIN 0002

The estimated/max cost has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)
The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4)
The fixed fee has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)
The total cost of this line item has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

CLIN 0003

The estimated/max cost has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)
The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4)
The fixed fee has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)
The total cost of this line item has decreased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 16-Sep-2021	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CDR NAWCWD CODE D230000 (b) (6) (b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303 CHINA LAKE CA 93555	CODE N68936	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE SCD: C
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ANALYSIS MODELING AND PROGRAMMING SCIENC (b) (6) 13935 BERNADOTTE LN POWAY CA 92064-4816			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-17-D-0005	
			X 10B. DATED (SEE ITEM 13) 15-Oct-2016	
CODE 1PZC3	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to change the "administered by" organization from S0514A to N68936 as shown herein. This modification also changes the "issued by" from (b) (6) and updates the points of contact in Section A. In addition, Clause 5252.242-9511 Contract Administration Data (NAVAIR)(SEP 2012) has been updated to change PCO and contract information from Debra Zamarron to David Belasco.				
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) FRANK L ROBERTO JR / PROCURING CONTRACTING OFFICER TEL: (760) 793-4158 EMAIL: frankl.roberto.civ@us.navy.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 16-Sep-2021
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from

CDR NAWCWD CODE 254200D

ATTN: (b) (6)

(b) (6)

429 E BOWEN RD - STOP 4015

CHINA LAKE CA 93555

to

CDR NAWCWD CODE D230000

ATTN: (b) (6)

(b) (6)

1 ADMINISTRATION CIRCLE, STOP 1303

CHINA LAKE CA 93555

The 'administered by' organization has changed from

DCMA SAN DIEGO

7675 DAGGET STREET

SUITE 200

SAN DIEGO CA 92111-2241

to

CDR NAWCWD CODE D230000

ATTN: (b) (6)

(b) (6)

1 ADMINISTRATION CIRCLE, STOP 1303

CHINA LAKE CA 93555

The following have been modified:

FOR YOUR INFORMATION:

The following addresses and points of contact are provided:

CONTRACT SPECIALIST

Name: (b) (6)

Phone: (b) (6)

Email address: (b) (6)

PROCURING CONTRACTING OFFICER

Name: David Belasco

Phone: (760) 939-1087

Email address: david.e.belasco.civ@us.navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE D230000 (b) (6)

NAVAIRWARCENWPNDIV

1 Administration Circle, MAIL STOP 1303

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc.):

COMMANDER
 CODE D230000 ((b) (6))
 NAVAIRWARCENWPNDIV
 BLDG 02334, MAIL STOP 1303
 CHINA LAKE, CA 93555-6108

Note: Contractors must be certified through Defense Logistics Information Services (DLIS) in order to access Controlled Unclassified Information within FBO. See the DLIS website for registration details:
<http://www.dlis.dla.mil/jcp/>.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
(3) Conduct post-award orientation conferences.	PCO: David Belasco david.e.belasco.civ@us.navy.mil (760)793-4567
(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.	PCO
(44) Perform engineering analysis of contractor cost proposals.	PCO
(47) Assist in evaluation and make recommendations for acceptance or rejection of waivers and deviations.	PCO
(51) Consent to the placement of subcontracts.	PCO
(58) Ensure timely submissions of required reports.	PCO

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

Additional Functions	Retained for Performance By:
All of the functions not listed above	See the ADMINISTERED BY Block on the face page of the task order.

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

(End of Summary of Changes)