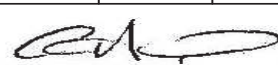


ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. GS00Q14OADU336				2. DELIVERY ORDER/ CALL NO. N6893619F0324		3. DATE OF ORDER/ CALL (YYYYMMDD) 2019 May 13		4. REQ./ PURCH. REQUEST NO. 1300734246-0001		5. PRIORITY					
6. ISSUED BY CDR NAWCWD CODE 254500E ATTN: (b) (6) (b) (6) 575 I. AVE., BLDG 36, SUITE 1116 PT. MUGU CA 93042-5049				CODE N68936		7. ADMINISTERED BY (if other than 6) CODE SEE ITEM 6 SCD: B				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR NAME ENGLITY CORPORATION AND TASC ADDRESS 35 NEW ENGLAND BUSINESS CENTER DR STE 200 ANDOVER MA 01810-1071				CODE 4A457		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
								12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15					
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY CODE N64141 NAVY ERP NAVAIR WD, CODE J26000D 1 ADMIN CIRCLE MAIL STOP 1318 CHINA LAKE CA 93555-5000				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.												
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:												
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.															
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)			
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1															
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT				
		SEE SCHEDULE													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: (805) 989-8759 EMAIL: charles.harper@navy.mil BY: Charles Harper						25. TOTAL		\$816,695.61			
										26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED															
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS					
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER					
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.					

Section A - Solicitation/Contract Form

FOR YOUR INFORMATION

The following addresses and points of contact are provided:

CONTRACT SPECIALIST

Name: (b) (6)
Phone: (b) (6)
DSN: (b) (6)
Email address: (b) (6)

U.S Postal Service Mailing Address:

COMMANDER
CODE 254520E (b) (6)
NAVAIRWARCENWPNDIV
BLDG 36, RM 1-MAILROOM
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 254520E ((b) (6))
NAVAIRWARCENWPNDIV
575 "I" AVE SUITE 1, BLDG 36, RM. 1116
POINT MUGU, CA 93042-5049

CONTRACTING OFFICER

Name: Bretton West
Phone: (805) 989-8054
DSN: 351-8054
Email address: bretton.west@navy.mil

U.S Postal Service Mailing Address:

COMMANDER
CODE 254520E (B. WEST)
NAVAIRWARCENWPNDIV
BLDG 36, RM 1-MAILROOM
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 254520E (B. WEST - 805-989-8054)
NAVAIRWARCENWPNDIV
575 "I" AVE SUITE 1, BLDG 36, RM. 1116
POINT MUGU, CA 93042-5049

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base-Labor CPFF The contractor shall provide Engineering, Technical, Programmatic and Policy support services in accordance with Section B clause 5252.211-9503 Level of Effort and Section C Statement of Work. FOB: Destination PSC CD: K016	1	Lot		(b) (4)
				ESTIMATED COST	(b) (4)
				FIXED FEE	(b) (4)
				TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000101	For Navy Accounting Purposes Only	
	CIN: 13007342460002	ACRN AA
	PURCHASE REQUEST NUMBER: 1300734246-0001	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base-ODC Material COST The contractor shall provide material in accordance with the Section C Statement of Work. Material is inclusive of G&A and NOT fee bearing. FOB: Destination PSC CD: K016	1	Lot		\$ (b) (4)
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000201	For Navy Accounting Purposes Only	

CIN: 13007342460004	ACRN AA	\$ (b) (4)
---------------------	---------	------------

PURCHASE REQUEST NUMBER: 1300734246-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Base-ODC Travel COST	1	Lot		\$ (b) (4)
	The contractor shall provide travel in accordance with the Section C Statement of Work. Travel is inclusive of G&A and NOT fee bearing.				
	FOB: Destination				
	PSC CD: K016				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	For Navy Accounting Purposes Only COST				\$0.00
	PURCHASE REQUEST NUMBER: 1300734246-0001				

ESTIMATED COST

ACRN AA	\$ (b) (4)
CIN: 130073424600003	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Base-Contract Access Fee (CAF) COST	1	Lot		(b) (4)
	CAF is 0.10% of total costs, in accordance with Section B.1.5. of basic OASIS MAC.				
	FOB: Destination				
	PSC CD: K016				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000401	For Navy Accounting Purposes Only	

CIN: 13007342460005	ACRN AA	(b) (4)
---------------------	---------	---------

PURCHASE REQUEST NUMBER: 1300734246-0001

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0005	Base-CDRLs	NSP

The contractor shall provide Contract Data Review List in accordance with the Statement of Work and Exhibit A CDRLs.

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0006	Base-Contractor Acquired Property (CAP)	NSP

The Contractor shall deliver Contractor Acquired Property (CAP) as defined in FAR 45.402.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	OY 1-Labor	1	Lot		(b) (4)
OPTION	CPFF				
	The contractor shall provide Engineering, Technical, Programmatic and Policy support services in accordance with Section B clause 5252.211-9503 Level of Effort and Section C Statement of Work.				
	FOB: Destination				
	PSC CD: K016				
				ESTIMATED COST	(b) (4)
				FIXED FEE	(b) (4)
				TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	OY 1-ODC Material COST The contractor shall provide material in accordance with the Section C Statement of Work. Material is inclusive of G&A and NOT fee bearing. FOB: Destination PSC CD: K016	1	Lot		(b) (4)
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	OY 1-ODC Travel COST The contractor shall provide travel in accordance with the Section C Statement of Work. Travel is inclusive of G&A and NOT fee bearing. FOB: Destination PSC CD: K016	1	Lot		(b) (4)
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	OY 1-Contract Access Fee (CAF) COST CAF is 0.10% of total costs, in accordance with Section B.1.5. of basic OASIS MAC. FOB: Destination PSC CD: K016	1	Lot		(b) (4)
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	AMOUNT
1005	OY 1-CDRLs	NSP

The contractor shall provide Contract Data Review List in accordance with the Statement of Work and Exhibit A CDRLs.

ITEM NO	SUPPLIES/SERVICES	AMOUNT
1006	OY 1-Contractor Acquired Property (CAP)	NSP

The Contractor shall deliver Contractor Acquired Property (CAP) as defined in FAR 45.402.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	OY 2-Labor CPFF	1	Lot		(b) (4)
	The contractor shall provide Engineering, Technical, Programmatic and Policy support services in accordance with Section B clause 5252.211-9503 Level of Effort and Section C Statement of Work. FOB: Destination PSC CD: K016				
				ESTIMATED COST	(b) (4)
				FIXED FEE	(b) (4)
				TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	OY 2-ODC Material COST	1	Lot		(b) (4)
	The contractor shall provide material in accordance with the Section C Statement of Work. Material is inclusive of G&A and NOT fee bearing. FOB: Destination PSC CD: K016				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	OY 2-ODC Travel COST The contractor shall provide travel in accordance with the Section C Statement of Work. Travel is inclusive of G&A and NOT fee bearing. FOB: Destination PSC CD: K016	1	Lot		(b) (4)

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	OY 2-Contract Access Fee (CAF) COST CAF is 0.10% of total costs, in accordance with Section B.1.5. of basic OASIS MAC. FOB: Destination PSC CD: K016	1	Lot		(b) (4)

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	AMOUNT
2005	OY 2-CDRLs The contractor shall provide Contract Data Review List in accordance with the Statement of Work and Exhibit A CDRLs.	NSP

ITEM NO	SUPPLIES/SERVICES	AMOUNT
2006	OY 2-Contractor Acquired Property (CAP)	NSP

The Contractor shall deliver Contractor Acquired Property (CAP) as defined in FAR 45.402.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	OY 3-Labor	1	Lot		(b) (4)
OPTION	CPFF				
	The contractor shall provide Engineering, Technical, Programmatic and Policy support services in accordance with Section B clause 5252.211-9503 Level of Effort and Section C Statement of Work.				
	FOB: Destination				
	PSC CD: K016				
				ESTIMATED COST	(b) (4)
				FIXED FEE	(b) (4)
				TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	OY 3-ODC Material	1	Lot		(b) (4)
OPTION	COST				
	The contractor shall provide material in accordance with the Section C Statement of Work. Material is inclusive of G&A and NOT fee bearing.				
	FOB: Destination				
	PSC CD: K016				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	OY 3-ODC Travel	1	Lot		(b) (4)
OPTION	COST The contractor shall provide travel in accordance with the Section C Statement of Work. Travel is inclusive of G&A and NOT fee bearing. FOB: Destination PSC CD: K016				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	OY 3-Contract Access Fee (CAF)	1	Lot		(b) (4)
OPTION	COST CAF is 0.10% of total costs, in accordance with Section B.1.5. of basic OASIS MAC. FOB: Destination PSC CD: K016				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	AMOUNT
3005	OY 3-CDRLs	NSP
	The contractor shall provide Contract Data Review List in accordance with the Statement of Work and Exhibit A CDRLs.	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
3006	OY 3-Contractor Acquired Property (CAP)	NSP
	The Contractor shall deliver Contractor Acquired Property (CAP) as defined in FAR 45.402.	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	OY 4-Labor	1	Lot		(b) (4)
OPTION	CPFF				
	The contractor shall provide Engineering, Technical, Programmatic and Policy support services in accordance with Section B clause 5252.211-9503 Level of Effort and Section C Statement of Work.				
	FOB: Destination				
	PSC CD: K016				
				ESTIMATED COST	(b) (4)
				FIXED FEE	(b) (4)
				TOTAL EST COST + FEE	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	OY 4-ODC Material	1	Lot		(b) (4)
OPTION	COST				
	The contractor shall provide material in accordance with the Section C Statement of Work. Material is inclusive of G&A and NOT fee bearing.				
	FOB: Destination				
	PSC CD: K016				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	OY 4-ODC Travel	1	Lot		(b) (4)
OPTION	COST				
	The contractor shall provide travel in accordance with the Section C Statement of Work. Travel is inclusive of G&A and NOT fee bearing.				
	FOB: Destination				
	PSC CD: K016				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	OY 4-Contract Access Fee (CAF)	1	Lot		(b) (4)
OPTION	COST CAF is 0.10% of total costs, in accordance with Section B.1.5. of basic OASIS MAC. FOB: Destination PSC CD: K016				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	AMOUNT
4005	OY 4-CDRLs	NSP

The contractor shall provide Contract Data Review List in accordance with the Statement of Work and Exhibit A CDRLs.

ITEM NO	SUPPLIES/SERVICES	AMOUNT
4006	OY 4-Contractor Acquired Property (CAP)	NSP

The Contractor shall deliver Contractor Acquired Property (CAP) as defined in FAR 45.402.

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 **45,115** 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:

	Base Man-Hrs	OY1 Man-Hrs	OY2 Man-Hrs	OY3 Man-Hrs	OY4 Man-Hrs	Total Contract Man-Hrs
Total LOE	9,023	9,023	9,023	9,023	9,023	45,115

(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 (SOW)
AIRBORNE ELECTRONIC ATTACK (AEA)
INTEGRATED PRODUCT TEAM (IPT)
EA-18G PRODUCT TEAM SUPPORT
14 NOVEMBER 2018

1. BACKGROUND AND SCOPE

The Airborne Electronic Attack (AEA) Integrated Project Team (IPT) at Naval Air Warfare Center Weapons Division (NAWCWD) Point Mugu, CA has been tasked by the Naval Air Systems with the maintenance of existing AEA simulations and development tools and of development of new simulations and development tools.

The scope of this SOW establishes the requirements for Engineering, Technical and Programmatic support services for development of Electronic Attack and Electronic Warfare products within the AEA IPT located at the NAWCWD, Point Mugu, California. Among the support services are upgrades to (b)(3)

(b)(3)

This SOW establishes the requirements for engineering services in support of the AEA IPT EA-18G Growler Electronic Attack and Electronic Warfare capabilities development and sustainment efforts. Among the support services are upgrades to various simulation packages for lab testing, and lab testing of (b)(3) systems and subsystems, including (b)(3), all in support of the (b)(3) System Configuration Sets.

These engineering services will take place as a member of the AEA IPT which is located at the NAWCWD, Point Mugu, California. As an integrated IPT member this SOW and the engineering services required will involve cooperative and collaborative engineering support with other EA-18G laboratories, product, and capabilities teams to include:

- General Management and Engineering Support
- Systems Engineering
- Software Engineering
- Product Support

2. APPLICABLE DOCUMENTS

The following documents are applicable to this SOW.

2.1. Military Standards

Identifier	Document Name	Date
MIL-STD-961E	DEFENSE AND PROGRAM-UNIQUE SPECIFICATIONS FORMAT AND CONTENT	4/1/2008
ANSI/EIA-649-B	Configuration Management Standard	6/17/2011
GEIA-STD-0007B	Logistics Product Data Handbook	2/10/2014
MIL-HDBK-61A	Configuration Management Handbook	2/7/2001
ANSI/EIA-748-C	Earned Value Management Systems	4/29/2014

2.2. Instructions and Guides

Identifier	Document Name	Date
DoDI 5000.02	Operation of the Defense Acquisition System	1/7/2015
NAVAIR 00-25-300-B	TECHNICAL DIRECTIVES SYSTEM	1/1/2009
NAVAIR 00-25-100	TECHNICAL MANUAL PROGRAM	12/30/2006
NAWCWD 5500.1	Command Security Program Regulation	2/13/2012
NAVAIRINST 4355.19D	Systems Engineering Technical Review Process	1/1/2008
47 CFR 300.1	Manual of Regulations and Procedures for Federal Radio Frequency Management	5/1/2014
	Naval Systems Engineering Guide; (located at https://nserc.nswc.navy.mil/nseg/default.aspx)	1/1/2004
	AEA IPT Processes and Procedures, (located at: https://share.navair.navy.mil/aeaipt/Pages/IPTHome.aspx)	5/1/2015

Document Name
DoD-STD-2167A, Defense System Software Development
MIL-STD-1679A, Software Development
MIL-STD-498, Software Development and Documentation (still valid for legacy systems)
IEEE/EIA-12207, Software Life Cycle Processes
MIL-HDBK-61A, Configuration Management Guidance
NAVAIR System Engineering Guide
NAVAIR 00-25-100, Technical Manual Program
NAVAIR 00-25-300, Technical Directives System
AEA IPT Process Guide including the Training Manager processes (located at: AEA SharePoint Program Team)
Collaboration Tool and Repository (ProTeCTR) (https://share.navair.navy.mil/aeaipt/Pages/IPHome.aspx .) web site
(b)(3)
Capabilities Maturity Model Integration (CMMI) Guidelines
AEA/EA-18G Work Breakdown Structure (WBS)

2.3. Industry Standards

Identifier	Document Name	Date
IEEE 12207-2008	ISO/IEC/IEEE Standard for Systems and Software Engineering - Software Life Cycle Processes	1/31/2008
CMMI V1.3	Capability Maturity Model Integration (CMMI), Carnegie Mellon University	11/1/2010

The Government will provide all necessary reference obsolete documents not generally available to the contractor as required.

The Contractor shall not purchase information technology (IT) equipment on behalf of NAVAIR in support of this order, which reports to Program Budget Information System-IT (PBIS-IT), without a NAVAIR Command Information Officer approved NAV-IDAS ITPR.

3. REQUIREMENTS

3.1. General Management and Engineering Support

- 3.1.1. The contractor shall execute the efforts described herein as a member of the AEA IPT. In support of this effort, the contractor shall utilize the IPT's development system, software baselines, databases, processes and procedures identified in 2.2 (AEA IPT processes and Procedures).
- 3.1.2. The contractor shall prepare and deliver a Monthly Progress, Status and Management Report in accordance with CDRL Items A002 and A003. The contractor shall track and report hours and associated burdened cost for each of the SOW tasks described herein. In addition, the contractor shall provide project tasking information in Work Breakdown Structure format; including hours, cost and percentage of tasks completed, and associated AEA Project. The contractor shall include the status of deliverables required herein.
- 3.1.3. Utilizing a government provided Work Breakdown Structure (WBS) the contractor shall deliver a bi-weekly report which provides a by-WBS task breakout of the hours expended for the respective reporting period and cumulative to date. (CDRL A004)
- 3.1.4. The contractor shall develop, collect and analyze metric data as defined within the AEA IPT Processes and Procedures. This includes: development of plans, procedures and forms for the collection of those measurements identified within the AEA IPT Processes and Procedures (see section 2.1 above). The results of the Metrics support shall be reported in the Contractor's Progress, Status and Management Report. (CDRLs A001 & A002)
- 3.1.5. The contractor shall host and/or attend engineering and program reviews and meetings for the purpose of gathering data required to perform the efforts as stated herein. The Technical Assistant (TA) or the Contracting Officer's Representative (COR) will provide times/dates for meetings to be hosted or attended by the contractor and those dates will be provided (two weeks prior to event). The government anticipates that 12 events will be conducted during a fiscal year, four of those events being hosted by the contractor. The contractor shall provide recommendations and conclusions based on evaluation of data acquired (action items, change requests and customer feedback) during these events. (CDRLs A001 & A002)
- 3.1.6. The contractor shall develop and maintain plans, milestone charts, perform reviews, conduct analyses, complete evaluations and make recommendations, which will provide the technical and scientific evidence necessary to facilitate program development decisions. The contractor shall develop and maintain earned value tracking.
- 3.1.7. The contractor shall provide presentation materials such as PowerPoint presentations and printed media in the form of reports, instructions, and other materials in support of reviews and meetings identified in paragraph 3.1.5 above. The contractor shall, upon written Government approval, develop technical, engineering, and presentation graphics, and other visual aid requirements, to reflect the status of assigned tasks under this SOW. These materials will be provided in support of system engineering, and collection of software requirements efforts, specifically the presentation of the technical analyses, studies, designs and recommendations to resolve identified action items, change requests and customer feedback. (CDRL A005)
- 3.1.8. Technical Analysis and Study
 - 3.1.8.1. The contractor shall provide estimates, design trade-off, and risk assessment studies. In each study, the contractor shall include analysis of operations, organization, software, and support requirements. System analysis will include time and sensitivity analyses. Technology validation experiments and/or prototyping software will be identified as appropriate. The contractor shall provide recommendations on the most cost-effective approach to systems development and maintenance through its life cycle. Those areas for application of state-of-the-art methodologies, including Commercial-off-the-Shelf (COTS) and Non-Developmental Item (NDI) will be identified which will provide the highest payoff in system performance, cost, and schedule. (CDRL A001)

3.1.8.2. The contractor shall review, evaluate, and verify that developed system, subsystem, configuration item, and support equipment specifications meet the required technical adequacy.

3.2. Systems Engineering

3.2.1. The contractor shall provide systems engineering, requirements collection and decomposition support to include interface requirements development, system/sub-system integration engineering support, and functional test planning and test support of the (b)(3) upgrades. (CDRL A008)

3.2.1.1. The contractor shall provide technical systems engineering collaboration and development support of the (b)(3) objectives and the specific advanced (b)(3) capabilities to be integrated into the (b)(3). The (b)(3) engineering services shall include participation and presentation at multi-service control board proceedings and at technical exchanges with network/link operations configuration authorities. (CDRL A001)

3.2.1.2. The contractor shall provide (b)(3) systems engineering support that interfaces with (b)(3), concepts of use, and the expanded use and adaptation of operationally formatted messages throughout the network of real-time/near-real-time dissemination systems promoting the (b)(3) capable platforms. (CDRL A001)

3.2.1.3. The contractor shall provide technical systems engineering in support of (b)(3) capabilities. The (b)(3) shall provide sustainment services for the exchange of near-real-time (b)(3) using the (b)(3) and developmental support of (b)(3) including (b)(3) (b)(3) that will provide enhanced participation in (b)(3) (CDRLA001)

3.2.1.4. The contractor shall provide engineering support that interfaces (b)(3), concepts of use, and the expanded use and adaptation of newer technology to send and receive (b)(3). This will include engineering support to attend, participate and present (b)(3) concepts at multi-service control board proceedings and at technical exchanges with (b)(3) authorities. (CDRL A001)

3.2.2. The contractor shall conduct investigations associated with the results of evaluations and tests. Investigations shall identify feasibility, constraints, issues, and trade-off options to resolve the problems with the (b)(3). The contractor shall present the results of their investigations in the form of proposed engineering changes for (b)(3). The contractor will be tasked by the TA or COR normally by electronic mail. (CDRL A001)

3.2.3. The contractor shall conduct technical support for the integration of the (b)(3) (b)(3) and will support the initial requirements development of the new (b)(3) that has been identified as a replacement for the (b)(3) (b)(3). The contractor will support development of systems integration documentation and will support changes to aircraft Crew Vehicle Interface (CVI) required (b)(3) (b)(3). The contractor will be tasked by the TA or COR normally by electronic mail. (CDRLs A001, A006 & A009)

3.3. Software Engineering

- 3.3.1. The contractor shall investigate and analyze software defects and anomalies, and the requirement(s) associated with the defective function. Software problems shall be replicated in order to assess the impact of the defect and initiate the development of a resolution for the defect. The contractor will be tasked by the TA or COR normally by electronic mail on which problems and requirements to investigate and analyze. (CDRLs A008 & A00A)
- 3.3.2. The contractor will work with the Pt Mugu EA-18G IPT, OEMs and the AWL of China Lake to process the documentation that describes the software problem and that defines the proposed change associated to the analysis that resolves the defect. (CDRLs A008 & A00A)
- 3.3.3. Upon Government approval the contractor shall support the development of the correction of deficiency and conduct testing to verify the solution. The contractor shall report the result of the tests and assist in developing a recommendation for implementing the fix in an appropriate Software Configuration Set (SCS) release. (CDRLs A008 & A00A)
- 3.3.4. The contractor shall analyze Government identified emergent EA-18G AEA support and operational software requirements documented within the guidelines to the AEA IPT Processes and Procedures. The emergent requirements to be analyzed, design, coded and tested will be provided to the contractor via electronic mail by the TA or COR.. The contractor shall analyze the identified emergent requirements for appropriate decomposition, allocation and traceability. The contractor shall document the results and submit them for peer review. (CDRLs A001 & A00B)
- 3.3.5. Upon written Government approval of the analyzed software requirements, the contractor shall perform high-level design in accordance with the AEA IPT processes. (CDRLs A001 and A00B)
- 3.3.6. Upon written government approval of the high level design, the contractor shall perform detailed design in accordance with the AEA IPT processes. Upon written government approval of the detailed design, the contractor shall develop code to the approved allocated requirement, the high-level design and the approved detailed design. The contractor shall generate and document the code in accordance with the AEA IPT processes. Upon completion of the coding the contractor shall generate a unit test description to conduct unit test on the developed code. The unit testing will ensure that the code satisfies the allocated requirement, the high-level design and the approved detailed design. The contractor shall submit the code and unit test description for peer reviews. Upon written government approval of the code and unit test, the contractor shall submit the developed code to configuration management for integration and control. (CDRLs A009 & A00C)

3.4. Product Support

- 3.4.1. The contractor shall prepare EA-18G aircrew and maintenance training materials (final, interim, and stand-alone), publications source data, Engineering Change Proposals and Technical Directives source data, and training source data to support the test and use of the Operational Flight Program software and integrated systems developed from the emergent requirements. The contractor shall support reviews and validation testing of prepared aircrew and maintenance materials in accordance with the AEA IPT Processes to ensure that the delivered materials are complete and accurate. (CDRL A001 & A006)
- 3.4.2. The contractor shall maintain system aircrew and maintenance documentation for the emergent requirements. The contractor shall revise and/or update emergent requirement documentation and provide red-line changes in accordance with CDRL A006 and the AEA IPT Processes.

4. PERSONNEL QUALIFICATIONS.

- 4.1. The contractor shall be responsible for employing personnel having at least the minimum level of education and training, experience, and security clearance, as stated under each key labor category specified herein.
- 4.2. Key Personnel are those who will be performing in Key Labor Categories specified below.
- 4.3. College Degree: All degrees shall be obtained from an “accredited college or university” as recognized by the U.S. Department of Education. This includes Associates, Bachelor’s, Master’s, or Doctorate degrees.
- 4.4. Degree Majors: All labor category degree major requirements are specified below.
- 4.5. Experience and Education Level Definitions:

JUNIOR: A Junior level person within a labor category has less than 3 years’ experience and a BA/BS degree. A Junior level person is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

JOURNEYMAN: A Journeyman level person within a labor category has 3 to 10 years of experience and a BA/BS degree. A Journeyman level person typically performs all functional duties independently.

SENIOR: A Senior level person within a labor category has over 10 years of experience and a MA/MS degree. A Senior level person typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior level person may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.

Additionally, the following qualification substitution chart provides standard experience/education substitutions:

Bachelor’s Degree	10 years’ additional work experience may be substituted for a Bachelor’s Degree	Associate’s Degree plus 4 years’ additional work experience may be substituted for a Bachelor’s Degree
Master’s Degree	Bachelor’s Degree plus 4 years additional work experience may be substituted for a Master’s	Associate’s Degree plus 10 years’ additional work experience may be substituted for a Bachelor’s Degree

“Years of experience” shall mean full, productive years of participation.

“Productive years” shall mean 52 weeks of work reduced by reasonable amounts of time for holidays, annual and sick leave.

If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be accumulated to arrive at full years of experience.

Contractor personnel must have performed these functions for at least five years within the last seven years.

- 4.6. **Key Labor Qualifications:** The following chart lists the minimum education, experience, and security clearance requirements, the Bureau of Labor Statistics (BLS) Standard Occupational Classifications (SOCs), and the functional descriptions for each key labor category:

Key Labor Category	Level	BLS SOC Code	Functional Description	Security Clearance Required
Program Manager	Journeyman	11-1021	Manager/Operations Managers 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 on technical and program/project issues. Oversees contractor execution of the contract requirements. Manages acquisition and employment of program/project resources.	SECRET
Engineer / Scientist	Senior	17-2071	Electrical Engineers - Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use. Excludes "Computer Hardware Engineers" (17-2061). Examples: <ul style="list-style-type: none"> • Electrical Systems Engineer • Hardware Design Engineer 	TOP SECRET
Computer Scientist	Senior	15-1221	Computer and Information Research Scientists – Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.	TOP SECRET
Systems Specialist	Senior	15-1252	Software Developers , – Research, design, and develop, computer and network software or specialized utility programs. Analyze user needs and develop software solutions, applying principles and techniques of computer science, engineering, and mathematical analysis. Update software or enhance existing software capabilities. May work with computer hardware engineers to integrate hardware and software systems, and develop specifications and performance requirements. May maintain databases within an application area, working individually or coordinating database development as part of a team.	TOP SECRET

5. DELIVERABLES

Specific items of reports, test plans, procedures, technical support documents, meeting minutes, and progress reports will be provided in accordance with the applicable CDRLs.

CDRL ITEM	DESCRIPTION
A001	Technical Report – Study/Services
A002	Contractor’s Progress, Status and Management Report (Weekly/Monthly)
A003	Performance and Cost Report (Task Order Expense Status Report)
A004	Conference Agenda
A005	Presentation Materials
A006	Revision to Existing Government Documents
A007	Operations Security (OPSEC) Plan
A008	Software Test Plan (Test Plan, Procedures, & Reports)

A009	System/Subsystem Design Description
A00A	Software Test Report (STR)
A00B	Computer Software Product End Items
A00C	Computer Software Product

6. SPECIAL CONSIDERATIONS

6.1. Travel: During performance of a TO, the contractor may be required to perform local and non-local travel to support the tasking. The contractor shall submit a request for travel in support of this contract. Each request shall be submitted in advance (a minimum of 1 week) to the COR for approval. The estimated travel for the performance period of five (5) years is documented below:

Total estimated # of trips	Estimated # of personnel per trip	Estimated # of days per trip	From	To
10	2	5	Pt. Mugu, CA	NAS Whidbey Island, WA
10	2	5	Pt. Mugu, CA	Pax River, MD
10	2	5	Pt. Mugu, CA	China Lake, CA
10	2	5	Pt. Mugu, CA	San Diego, CA

Each travel request will minimally consist of:

- Date of Request
- TO number
- Employee(s)
- Date and duration of proposed travel
- Purpose of travel
- Destination
- Cost estimate (airfare, per diem, car rental, miscellaneous expenses)
- Total travel allowance on the TO
- Total travel cost expended to date
- Approval signatures

Upon completion of each trip, the contractor shall submit a trip report to the COR. (CDRL A001)

6.2. Access to Government Property, Equipment, Information, and Facilities: During performance of a task order, the contractor may require access to Government Property, Equipment, Information, and Facilities. The contractor shall identify and request approval from the technical point of contact (POC) cited in the task order, for each person expected to require access to a Government facility.

6.2.1. GFE. The Government will furnish access to the (b)(3) and (b)(3) located in the Weapons System Support Laboratory (WSSL) and other AEA EA-18G laboratories on an as-needed basis during normal operating hours. The contractor shall provide a list to the WSSL manager of the personnel with the "need to know" for access to the WSSL.

6.2.1.1. Contractor personnel performing these tasks will require access to classified facilities, and must have appropriate clearances on file with the NAWCWPNS Security Office. The government reserves the right to control the laboratory schedule and use of documentation required for performance of this contract. Contractor personnel performing these tasks in the WSSL will require (b)(3) certification. Contractor personnel will require Defense Connect Online (DCO) accounts.

6.2.2. GFI. The contractor will be allowed access to SIPRNET, (b)(3) (b)(3) during normal operating hours. The contractor shall provide to the government a list of personnel with "need to know" access to these systems. The Government will furnish the contractor with EA-18G AEA documentation.

6.2.2.1. The contractor will require access to classified material up to and including TOP SECRET Special Intelligence – Special Background Investigations, NATO SECRET, SECRET/NOFORN and SECRET. The contractor will be required access to classified material up to Sensitive Compartmented Information (SCI) level for this task order. (b)(3)

. Briefings are expected to occur in authorized SCI secure locations at NAWCWD Pt. Mugu, CA and other SCI Authorized locations.

6.2.3. (b)(3) access requirements. The contractor will require access to all (b)(3) (b)(3) documentation such as (b)(3) (b)(3) spreadsheets and other specific areas. All documents are hosted on the (b)(3) (b)(3) Access requires government approval.

6.2.4. (b)(3) documentation. The contractor will require access to DISA and USN (b)(3) as well as data forwarding. Access is requested through Navy Knowledge Online and (b)(3) restricted website access that requires COR and/or Product lead approval before access is granted. (b)(3) (b)(3)

6.3. Place of Performance: Approximately 90% of performance is expected to take place at Point Mugu, CA at a Government facility, the contractor's facility, or contractor facility that supports the AEA IPT. The other 10% will take place at other Government installations identified in section 5.1. Support for these sites, including direct Fleet services that require TOP SECRET clearance will be required.

6.4. Contract Work Environment: The contractor shall execute the efforts described herein as a member of the AEA IPT. In support of this effort, the contractor shall utilize AEA IPT processes and procedures, including but not limited to IPT's development system, software baselines, software tools, and databases. The contractor shall interface with other Government and contractor team members, use existing NAWCWD special AEA laboratory hardware and facilities, and access NAWCWD test aircraft located at VX-31 China Lake, CA and VX-23 Patuxent River, MD, on an as needed basis.

6.5. Navy Marines Corps Intranet (NMCI): Any tools developed that will be hosted by 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.

7. MATERIAL AND PURCHASING

The contractor may be required to purchase incidental material in support of this TO. The contractor must obtain prior approval from the COR for any purchases valued over \$10,000. The contractor must obtain COR concurrence and Contracting Officer approval prior to any purchases valued over \$25,000. To receive approval for purchases the contractor will submit a consent package providing a description, price, evidence of adequate price competition, or if unavailable, a justification for a single source and determination that the price is fair and reasonable. These requirements apply to all contractor purchases.

8. QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS:

- 8.1. A Contractor Surveillance Plan (CSP) will be used by the Government to perform surveillance. A copy of the CSP is provided as attachment 2, in Section J, for informational purposes only.

9. SECURITY:

- 9.1. The contractor shall provide personnel with the appropriate personnel security clearance levels for the work to be performed. The contractor may need up to the Security Classification of TOP SECRET/SCI with Single Scope Background Investigations. Additionally, the contractor will require access to classified material up to and including NATO SECRET, SECRET/NOFORN and SECRET. The contractor will be required access to classified material up to Sensitive Compartmented Information (SCI) level for this contract and shall be in accordance with the DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), applicable DoD personnel security regulations, and DoD Contract Security Classification Specification (DD Form 254). The contractor shall maintain sufficiently cleared personnel to perform the tasks required by this SOW IAW the DD Form 254 and the contract. All contractor personnel shall possess the requisite security clearance, accesses, and need-to-know commensurate with the requirements of their positions.

Overarching contract security requirements, and Contractor access to classified information, shall be as specified in the basic DD Form 254 for this task order. All contractor personnel with access to unclassified IS, including e-mail, shall have at a minimum a favorable National Agency Check with Inquiries (NACI).

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. Contractor shall not store or transmit CUI on personal IT systems or via personal e-mail. Unclassified e-mail containing any DoD CUI shall be encrypted. Prior to sending CUI to any non-Navy Marine Corps Internet (NMCI) addressees, the sender must first positively verify all recipients are authorized access to CUI and have need-to-know. Non-NMCI recipients must have a DoD compliant Private Key Infrastructure (PKI) certificate that enables electronic transmission via unclassified networks while protecting the CUI with a digital signature and encryption.

9.2. Communications Security (COMSEC):

The contractor will require access to COMSEC at Government locations. U.S. cryptographic equipment inventory information, as well as the systems and manner in which each particular equipment is used, is for official use only. Publication or release of any related COMSEC information by any means, by the contractor, without prior written approval of the contracting officer is prohibited. The contractor must be a U.S. citizen, have a final Government security clearance with the appropriate personnel security background investigation for the level of classification involved, have strict need-to-know, have the appropriate COMSEC briefing before access is granted, and granted access only in conformance with procedures established for the particular type of COMSEC information involved. The contractor shall adhere to the DD Form 254 COMSEC security requirements, facility COMSEC material control and operating procedures, and all applicable COMSEC regulations, instructions, and policies. Prior approval from the Government Contracting Activity is required in order for a prime contractor to grant COMSEC access to a subcontractor.

9.3. Operations Security (OPSEC):

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

- Assignment of responsibility for OPSEC direction and implementation.
- Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.

- Establishment of OPSEC education and awareness training.
- Provisions for management, annual review, and evaluation of OPSEC programs.
- Flow down of OPSEC requirements to subcontractors when applicable.

The contractor shall prepare an Operations Security Plan in accordance with MIL-HDBK-254D for Government review. (CDRL A007)

- 9.4.1 The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM) and DoDM 5200.01, Information Security Manual. The DoD Contract Security Classification Specification, DD Form 254, defines program specific security requirements. All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, classified equipment and materials and other equipment and materials.

9.4. Public Release:

Disclosure of information is covered by DFARS 252.204-7000 Disclosure of Information, incorporated in Section I of the contract.

ACRONYMS

AEA	Airborne Electronic Attack
(b)(3)	(b)(3)
AOR	Area of Responsibility
AS	Acquisition Strategy
AWL	Advanced Weapons Laboratory
(b)(3)	(b)(3)
CAR	Casual Analysis and Resolution
CCA	Clinger-Cohen Act
CCB	Change Control Board
(b)(3)	(b)(3)
CDD	Capability Description Document
CDRL	Contract Data Requirements List
(b)(3)	(b)(3)
CFA	Cognizant Field Activity
CI	Configuration Item
CLIN	Contract Line Item Number
CM	Configuration Management
CMMI	Capability Maturity Model Integration
CMP	Configuration Management Plan
COE	Common Operating Environment
COMSEC	Communications Security
CONUS	Continental United States
COR	Contracting Officer's Representative
COTS	Commercial off the Shelf
CPD	Capability Production Document
CPI	Critical Program Information
CR	Change Request
(b)(3)	(b)(3)
CS	Cybersecurity Strategy
CSCI	Computer Software Configuration Item
CSP	Contractor Surveillance Plan
CVI	Crew Vehicle Interface
DB	Database
DBDD	Database Design Document
DFARS	Defense Federal Acquisition Regulation Supplement

DISA	Defense Information System Agency
DO	Delivery Order
DoD	Department of Defense
DON	Department of the Navy
DOORS	Dynamic Object-Oriented Requirements System
DR	Discrepancy Report
DRE	Defect Removal Effectiveness
DT	Development Test
DT&E	Developmental Test and Evaluation
EA	Electronic Attack
ECP	Engineering Change Proposal
EDAC	Engineering Document Accountability Center
ESC	Executive Steering Committee
(b)(3)	(b)(3)
EVM	Earned Value Management
EW	Electronic Warfare
(b)(3)	(b)(3)
(b)(3)	(b)(3)
FMS	Foreign Military Sales
FRD	Functional Requirements Document
FRR	Flight Readiness Review
GFE	Government Furnished Equipment
GFI	Government Furnished Information
(b)(3)	(b)(3)
I/O	Input/Output
(b)(3)	(b)(3)
IBR	Integrated Baseline Review
(b)(3)	(b)(3)
ICAP	Improved Capability
ICD	Initial Capabilities Document
IDD	Interface Design Document
IEEE	Institute of Electrical & Electronics Engineers
IP	Internet Protocol
IPT	Integrated Product Team
IRR	Integration Readiness Review
(b)(3)	(b)(3)

ISRB	Integrated System Review Board
(b)(3)	(b)(3)
IT	Information Technology
ITAR	International Traffic in Arms Regulations
ITPR	Information Technology Procurement Request
(b)(3)	(b)(3)
(b)(3)	(b)(3)
JMPS	Joint Mission Planning
(b)(3)	(b)(3)
JTRS	Joint Tactical Radio System
JUON	Joint Urgent Operational Need
LCC	Life Cycle Cost
(b)(3)	(b)(3) oy
(b)(3)	(b)(3)
MOA	Memorandum of Agreement
MPE	Mission Planning Environment
MSP	Mission Support Program
NACI	National Agency Check with Inquiries
NARG	NAVAL Aviation Requirements Group
NATEC	Naval Air Technical Data and Engineering Service Command
NATIP	Naval Aviation Technical Information Product
NATOPS	Naval Air Training and Operation Procedures Standardization
NAVAIR	Naval Air Systems Command
NAWCWD	Naval Air Warfare Center Weapons Division
NDI	Non-Developmental Item
(b)(3)	(b)(3)
NISPOM	National Industrial Security Program Operating Manual
NMCI	Navy Marine Corps Intranet
NRE	Non-Recurring Engineering
OAG	Operational Advisory Group
OCONUS	Outside the Continental United States
OCR	Organizational Change Request
OFF	Operational Flight Program
(b)(3)	(b)(3)
OPSEC	Operations Security
OSHA	Occupational Safety and Health Agency

OSRB	Operational Software Review Board
OT	Operational Test
OT&E	Operational Test and Evaluation
OTRR	Operational Test Readiness Review
PBIS-IT	Program Budget Information System-IT
PKI	Private Key Infrastructure
PM	Program Manager
PPIP	Program Protection Implementation Plan
PPP	Program Protection Plan
PPR	Program Progress Review
PSCN	Proposed Specification Change Notice
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QATR	Quality Assurance Test Report
QPM	Quantitative Project Management
RFI	Request for Information
ROM	Rough Order of Magnitude
(b)(3)	(b)(3)
SAR	System Anomaly Report
SCAMPI	Standard CMMI (Capability Maturity Model Integration) Assessment Method for Process Improvement
SCI	Sensitive Compartmented Information
SCP	Software Change Proposal
SCR	Software Change Request
SCRB	Software Change Review Board
SCS	System Configuration Set
SDP	Software Development Plan
(b)(3)	(b)(3)
SECNAVINST	Secretary of the Navy Instruction
SEI	Software Engineering Institute
SEMP	System Engineering Management Plan
SFR	System Functional Review
SLOC	Source Lines of Code
SME	Subject Matter Expertise
SOR	Statement of Requirement
SOW	Statement of Work

SP	Security Plan
SPII	Software Process Improvement Initiative
SPR	Software Problem Report
SPS	Software Product Specification
SRR	System Requirements Review
SRRB	System Requirements Review Board
SRS	Software Requirements Specification
SSR	Software Specification Review
SSS	System/Segment Specification
STR	Software Test Report
SVR	System Verification Review
TA	Technical Assistant
TACMAN	Tactical Manuals
TCM	Technical Coordination Meetings
TD	Technical Directive
TDL	Technical Data Link
TEMP	Test and Evaluation Management Plan
TO	Task Order
TPM	Technical Performance Measurement
TPOC	Technical Point of Contact
TPP	Technical Performance Parameter
TRA	Technology Readiness Assessment
TRB	Technical Review Board
TRR	Test Readiness Review
TTPS	Techniques, Tactics, Procedures, and Strategies
TWP	Temporary Workaround Procedures
(b)(3)	(b)(3)
(b)(3)	(b)(3)
(b)(3)	(b)(3)
(b)(3)	(b)(3)
(b)(3)	(b)(3)
USMC	United States Marine Corps
USN	United States Navy
(b)(3)	(b)(3)
V&V	Verification and Validation
VDD	Version Description Document

VPN	Virtual Private Network
WBS	Work Breakdown Structure

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal Number N6893618R0075, dated 2 January 2019, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

CLAUSES INCORPORATED 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 Airborne Electronic Attack Integrated Product Team (AEA/IPT) 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>."

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

D-TXT-04 CLASSIFIED MATTER (APR 2002)

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

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
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	N/A
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **the Government**.

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

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate. 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 / CAGE
0001	POP 14-MAY-2019 TO 13-MAY-2020	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 14-MAY-2019 TO 13-MAY-2020	N/A	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
0003	POP 14-MAY-2019 TO 13-MAY-2020	N/A	N/A FOB: Destination	
000301	N/A	N/A	N/A	N/A
0004	POP 14-MAY-2019 TO 13-MAY-2020	N/A	N/A FOB: Destination	
000401	N/A	N/A	N/A	N/A
0005	POP 14-MAY-2019 TO 13-MAY-2020	N/A	N/A FOB: N/A	
0006	POP 14-MAY-2019 TO 13-MAY-2020	N/A	N/A FOB: Destination	
1001	POP 14-MAY-2020 TO 13-MAY-2021	N/A	N/A FOB: Destination	
1002	POP 14-MAY-2020 TO 13-MAY-2021	N/A	N/A FOB: Destination	
1003	POP 14-MAY-2020 TO 13-MAY-2021	N/A	N/A FOB: Destination	
1004	POP 14-MAY-2020 TO 13-MAY-2021	N/A	N/A FOB: Destination	
1005	POP 14-MAY-2020 TO 13-MAY-2021	N/A	N/A FOB: N/A	
1006	POP 14-MAY-2020 TO 13-MAY-2021	N/A	N/A FOB: Destination	

2001	POP 14-MAY-2021 TO 13-MAY-2022	N/A	N/A FOB: Destination
2002	POP 14-MAY-2021 TO 13-MAY-2022	N/A	N/A FOB: Destination
2003	POP 14-MAY-2021 TO 13-MAY-2022	N/A	N/A FOB: Destination
2004	POP 14-MAY-2021 TO 13-MAY-2022	N/A	N/A FOB: Destination
2005	POP 14-MAY-2021 TO 13-MAY-2022	N/A	N/A FOB: N/A
2006	POP 14-MAY-2021 TO 13-MAY-2022	N/A	N/A FOB: Destination
3001	POP 14-MAY-2022 TO 13-MAY-2023	N/A	N/A FOB: Destination
3002	POP 14-MAY-2022 TO 13-MAY-2023	N/A	N/A FOB: Destination
3003	POP 14-MAY-2022 TO 13-MAY-2023	N/A	N/A FOB: Destination
3004	POP 14-MAY-2022 TO 13-MAY-2023	N/A	N/A FOB: Destination
3005	POP 14-MAY-2022 TO 13-MAY-2023	N/A	N/A FOB: N/A
3006	POP 14-MAY-2022 TO 13-MAY-2023	N/A	N/A FOB: Destination
4001	POP 14-MAY-2023 TO 13-MAY-2024	N/A	N/A FOB: Destination
4002	POP 14-MAY-2023 TO 13-MAY-2024	N/A	N/A FOB: Destination
4003	POP 14-MAY-2023 TO 13-MAY-2024	N/A	N/A FOB: Destination
4004	POP 14-MAY-2023 TO 13-MAY-2024	N/A	N/A FOB: Destination
4005	POP 14-MAY-2023 TO 13-MAY-2024	N/A	N/A FOB: N/A
4006	POP 14-MAY-2023 TO 13-MAY-2024	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on 14 May 2019 and shall continue for a period of 12 months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

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) COR, (b) (6), Code 491G00E.

(2) CS, (b) (6), Code 254520E.

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses:

(1) COR, (b) (6), Code 491G00E (b) (6)

(2) CS, (b) (6), Code 254520E (b) (6)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 310 77777 0 050120 2F 000000
 COST CODE: A00004988730
 AMOUNT: \$ (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	130073424600002	\$ (b) (4)
	000201	130073424600004	\$ (b) (4)
	000301	130073424600003	\$ (b) (4)
	000401	130073424600005	\$ (b) (4)

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N64141
Issue By DoDAAC	N68936
Admin DoDAAC**	N68936

Inspect By DoDAAC	N68936
Ship To Code	N68936
Ship From Code	N68936
Mark For Code	N68936
Service Approver (DoDAAC)	N68936
Service Acceptor (DoDAAC)	N68936
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N68936
DCAA Auditor DoDAAC	HAA426
Other DoDAAC(s)	Not Applicable

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

COR: (b) (6), 491G00E (b) (6)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

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

(a) The Contracting Officer has designated (b) (6), 412300E, (b) (6) as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: **technical, cost, and schedule surveillance** as specified in the COR Designation.

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

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.

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 **every two weeks** 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"**. 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)(NOV 2017)

(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:
FAR 42.302(a) (3) (51)	COR
DFARS 242.302(a) (13)	See BLOCK 12: The payment will be made by on the face page of the contract or order.

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

Additional Functions	Retained for Performance By:
None	

(c) Inquiries regarding payment should be referred to: MyInvoice through the Wide Area Workflow eBusiness Suite: <https://wawf.eb.mil>.

**G-TXT-0002 SPECIAL PAYMENT INSTRUCTIONS
INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION
CITATIONS**

Consistent with billing instructions, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G. The contractor's invoice shall identify the appropriate Contract Line Item Number (CLIN) and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Contracting Officer's Representative at the time of submission in WAWF. The payment office shall make payment from each ACRN in accordance with the amounts invoiced by CLIN/ACRN as referenced on the contractor's invoice.

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, Andover, MA is hereby assigned administrative responsibility for safeguarding classified information.

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)(NOV 2017)

(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:

https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(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 TPCO for contractor employees requiring IT access, **Code 741000D** 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.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(DEC 2014)

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

(b) In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

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

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

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

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

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

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

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

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

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

5252.216-9512 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.

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

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

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

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

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

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

5252.228-9501 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.

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

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

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

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

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

(c) Travel Policy.

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

(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 (JUL 1985)

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:

CLIN 0001	
Funded Cost	\$ (b) (4)
Funded Fee	\$ (b) (4)
Funded CPFF	\$ (b) (4)
CLIN 0002	
Funded Cost	\$ (b) (4)
CLIN 0003	
Funded Cost	\$ (b) (4)
CLIN 0004	
Funded Cost	\$ (b) (4)
TOTAL FUNDED	\$ (b) (4)

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$ (b) (4) which includes a fixed fee amount of \$ (b) (4). 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) 0001, 0002, 0003, 0004; and

(d) The period of performance for which it is estimated the allotted amount will cover is award from 14 May 2019 to 13 May 2020.

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)".

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-16 (Dev)	Preventing Personal Conflicts of Interest (AUG 2018) (Deviation 2018-O0018)	AUG 2018
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)	JUL 2018
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2018-O0018)	AUG 2018
52.222-29	Notification Of Visa Denial	APR 2015
52.222-50	Combating Trafficking in Persons	JAN 2019
52.224-3 Alt I	Privacy Training (JAN 2017) -Alternate I	JAN 2017
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUL 2018
52.230-3 (Dev)	Disclosure and Consistency of Cost Accounting Practices (DEVIATION 2018-O0015)	JUL 2018
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
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
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
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
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.229-7006	Value Added Tax Exclusion (United Kingdom)	DEC 2011
252.229-7007	Verification of United States Receipt of Goods	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
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
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2015

CLAUSES INCORPORATED BY FULL TEXT

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
(JUNE 2016)**

(a) Definitions. As used in this clause -

"Covered contractor information system" means an information system this is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as a public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

(b) Safeguarding requirements and procedures. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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 of the end of the term.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

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 \$0.00 or the overtime premium is paid for work --

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

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

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

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

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

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

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and

signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within **15** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within **30** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost- reimbursement or incentive contracts, or to combinations thereof.

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: None

(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:

(1) (b) (4)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, "Government Property", apply to all property acquired under such authorization.

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.

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definition. As used in this provision -- Controller technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2)(ii)) -

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer, not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of --

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS-- COMPUTER SOFTWARE (SEP 2016)

(a) Definitions.

(1) As used in this clause, unless otherwise specifically indicated, the term "Contractor" means the Contractor and its subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(b) Justification. The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) Direct contact with subcontractors or suppliers. The Contractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's subcontractors or suppliers.

(d) Requests for information.

(1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the--

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may--

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restrictions and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct the strike the markings at the Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) Government right to challenge and validate asserted restrictions.

(1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been

furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) Challenge procedures.

(1) A challenge must be in writing and shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (f)(1) of this clause, the Contracting Officer shall issue a final decision, in accordance with the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing any available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has--

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the contractor a reasonable opportunity for responding to each challenge.

(g) Contractor appeal--Government obligation.

(1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (g)(3) of this clause, it will honor the asserted restriction-

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has: (A) appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or (B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to--

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (g)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with (i) government purpose legends for any purpose, and authorize others to do so; or (ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS), or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(h) Final disposition of appeal or suit. If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

(1) Sustained--

(i) Any restrictive marking on such computer software shall be struck or corrected at the contractor's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained--

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(i) Flowdown. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address: Engility Corporation, 35 New England Business Center Drive, Ste 200, Andover, MA 01810-1071. Caroline Lindenberg, 571.259.0334

Government Remittance Address: See Block 15

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 NAWCWD. 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 code 491G00E. All losses are to have the permanent badges returned to (b) (6) on the last day of the individual's task requirement.

252.227-7013 Rights in Technical Data--Noncommercial Items

(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 thereunder, with—

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in

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

(iv) The Contractor acknowledges that—

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

(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****
N/A			

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

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

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

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

Date 2 January 2019

Printed Name and Title (b) (6), Principal Contract Administrator

Signature (b) (6)

252.227-7014

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation

(a) Definitions. As used in this clause—

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

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

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

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

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

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

- (6) “Covered Government support contractor” means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
- (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
 - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (7) “Developed” means that—
- (i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
 - (ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or
 - (iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.
- (8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
- (i) Private expense determinations should be made at the lowest practicable level.
 - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
- (9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.
- (10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.
- (12) “Government purpose rights” means the rights to—
- (i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and
 - (ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.
- (13) “Minor modification” means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.
- (14) “Noncommercial computer software” means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.
- (15) “Restricted rights” apply only to noncommercial computer software and mean the Government’s rights to—
- (i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

- (ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
- (iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
- (iv) Modify computer software provided that the Government may—
 - (A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and
 - (B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;
- (v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—
 - (A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;
 - (B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
 - (C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and
 - (D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;
- (vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—
 - (A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
 - (B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and
 - (C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and
- (vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—
 - (A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

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

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

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

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

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

(2) Government purpose rights.

- (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.
- (ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.
- (iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—
 - (A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or
 - (B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

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

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

(iii) The Contractor acknowledges that—

- (A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;
- (B) The Contractor will be notified of such release or disclosure;
- (C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and
- (D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights.

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

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

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

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

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

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

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

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

- (1) This paragraph does not apply to restrictions based solely on copyright.
- (2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.
- (3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
Engility intends to use PartnerNet, a proprietary software/tool developed exclusively at private expense, in performance of the resultant contract. Engility will use this software/tool in performance of services under the AEA IPT EA-18G Product Team Support contract but will not be delivering nor incorporating the software/ tool into deliverable items. Engility will provide the Government with a no cost license to use the software/tool solely for purposes of performing the requirements of the resultant contract. The Government will receive unlimited rights to any technical data input to and associated output from the PartnerNet software/tool.	Developed exclusively at private expense	Restricted Rights	Engility Corporation

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

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

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

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

Date 2 January 2019

Printed Name and Title (b) (6), Principal Contract Administrator

Signature (b) (6)

(End of identification and assertion)

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

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

rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No. N/A at time of submission.

Contractor Name N/A at time of submission.

Contractor Address N/A at time of submission.

Expiration Date N/A at time of submission.

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. Based on Solicitation No. N6893618R0075

Contractor Name: Engility Corporation

Contractor Address 35 New England Business Center Drive, Ste 200, Andover MA 01810

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

- (5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.
- (g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—
- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
 - (2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.
- (h) Removal of unjustified and nonconforming markings.
- (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.
 - (2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.
- (i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- (j) Limitation on charges for rights in computer software or computer software documentation.
- (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—
 - (i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or
 - (ii) The software or documentation are available to the public without restrictions.
 - (2) The limitation in paragraph (j)(1) of this clause—
 - (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
 - (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.
- (k) Applicability to subcontractors or suppliers.
- (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.
 - (2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

- (3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.
- (4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND OTHER ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	No. of Pages	Date
Exhibit A	Draft-Contract Data Requirements Lists (CDRLs)	12	12/26/2018
Attachment 1	Draft-DD Form 254 Contract Security Classification Specification	8	10/16/2018