

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1      2
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 25-Jul-2014	4. REQUISITION/PURCHASE REQ. NO. 1300406098-0001, 1300431879	5. PROJECT NO. ( <i>If applicable</i> ) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 katherine.lang@navy.mil 301-757-9732	CODE N00421	7. ADMINISTERED BY ( <i>If other than Item 6</i> ) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A	

8. NAME AND ADDRESS OF CONTRACTOR ( <i>No., street, county, State, and Zip Code</i> ) Naval Systems, Inc. 21491 Great Mills Road Suite 100 Lexington Park MD 20653-1220		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		[X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4466-M812
CAGE CODE 3PWC2	FACILITY CODE	10B. DATED (SEE ITEM 13) 04-Mar-2014

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (*If required*)**

SEE SECTION G

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

- |     |   |
|-----|---|
| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( <i>Specify authority</i> ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |
| [ ] | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( <i>such as changes in paying office, appropriation date, etc.</i> )SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| [ ] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| [X] | D. OTHER ( <i>Specify type of modification and authority</i> )<br>FAR 43.103(a)(3), Mutual Agreement of the Parties, and FAR 52.232-22 Limitation of Funds  |

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)**  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )  DIANA M. WALDORF, SENIOR CONTRACTS SPECIALIST		16A. NAME AND TITLE OF CONTRACTING OFFICER ( <i>Type or print</i> )  Marquita J Davis, Contracting Officer	
15B. CONTRACTOR/OFFEROR  <i>/s/DIANA M. WALDORF</i> (Signature of person authorized to sign)	15C. DATE SIGNED  25-Jul-2014	16B. UNITED STATES OF AMERICA  BY <i>/s/Marquita J Davis</i> (Signature of Contracting Officer)	16C. DATE SIGNED  25-Jul-2014

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purposes of this modification to N00178-05-D-4466-M812 are to:

- 1) Exercise Option CLIN 7014;
- 2) Realign ceiling in the total amount of \$ from CLIN 7014 to CLIN 7002 as provided under PR 1300406098-0001;
- 3) Realign ceiling in the total amount of \$ from CLIN 7014 to CLIN 7005 as provided under PR 1300431879;
- 4) Incrementally fund CLINs 7002 and 7005 in the amounts of \$ and \$ respectively, as provided under PRs 1300406098-0001 and 1300431879.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$ by  
\$ to \$

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700202	FMS	0.00		
700503	FMS	0.00		

The total value of the order is hereby increased from \$2,928,884.96 by \$933,794.76 to \$3,862,679.72.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7002			
7005			
7014			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 1 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	FMS Admin - Labor (FMS Case #xx-x-xxx)	1.0	LO			
700001	R408	FMS Admin Fundingin support of 7000 (FMS)					
700002	R408	FMS Admin Fundingin support of 7000 (FMS)					
7001	R408	Australia S-70 - Labor (FMS Case #xx-x-xxx)	1.0	LO			
700101	R408	FMS Admin fundingin support of 7001 Australia (FMS)					
700102	R408	FMS Admin fundingin support of 7001 Australia (FMS)					
7002	R408	Australia MH-60 -Labor (FMS Case #AT-P-SCF)	1.0	LO			
700201	R408	Funding in support of 7002 Australia MH-60R Labor AT-P-SCF (FMS)					
700202	R408	Funding in support of CLIN 7002 Australia MH-60R FMS Case # AT-P-SCF (FMS)					
7003	R408	Brazil - Labor (FMS Case #BR-P-SDE)	1.0	LO			
700301	R408	Funding in support of 7003 Brazil Labor BR-P-SDE (FMS)					
700302	R408	FMS Admin fundingin support of 7003 Brazil LaborBR-P-SDE (FMS)					
700303	R408	FMS Admin Fundingin support of 7003 Brazil LaborBR-P-SDE (FMS)					
7004	R408	Canada - Labor (FMS Case #xx-x-xxx)	1.0	LO			
700401	R408	FMS Admin fundingin support of 7004 Canada (FMS)					
700402	R408	FMS Admin fundingin support of 7004 Canada (FMS)					
7005	R408	Denmark - Labor (FMS Case #DE-P-SAE)	1.0	LO			
700501	R408	Funding in Support of CLIN 7005 Denmark DE-P-SAE (FMS)					
700502	R408	Funding in Support of CLIN 7005 Denmark DE-P-SAE (FMS)					
700503	R408	Funding in Support of CLIN 7005 Denmark DE-P-SAE (FMS)					
7006	R408	Greece - Labor (FMS Case #GR-P-GKY)	1.0	LO			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700601	R408	Funding in Support of CLIN 7006 Greece GR-P-GKY (FMS)					
700602	R408	FMS Admin fundingin Support of CLIN 7006 Greece GR-P-GKY (FMS)					
7007	R408	Israel - Labor (FMS Case #IS-P-GNY)	1.0	LO			
700701	R408	Funding in Support of CLIN 7007 Israel IS-P-GNY (FMS)					
700702	R408	FMS Admin fundingin Support of CLIN 7007 Israel IS-P-GNY (FMS)					
700703	R408	FMS Admin fundingin Support of CLIN 7007 Israel IS-P-GNY (FMS)					
7008	R408	Japan - Labor (FMS Case #JA-P-FTH)	1.0	LO			
700801	R408	Funding in Support of CLIN 7008 Japan JA-P-FTH (FMS)					
700802	R408	FMS Admin fundingin Support of CLIN 7008 Japan JA-P-FTH (FMS)					
7009	R408	Singapore - Labor (FMS Case #xx-x-xxx)	1.0	LO			
700901	R408	Funding in Support of CLIN 7009 Singapore SN-P-GEN (FMS)					
700902	R408	Funding in Support of CLIN 7009 Singapore SN-P-GEH (FMS)					
700903	R408	FMS Admin fundingin Support of CLIN 7009 Singapore SN-P-GEN (FMS)					
700904	R408	FMS Admin fundingin Support of CLIN 7009 Singapore SN-P-GEN (FMS)					
7010	R408	Spain - Labor (FMS Case #SP-P-SCY)	1.0	LO			
701001	R408	Funding in support of 7010 Spain Labor SP-P-SCY (FMS)					
701002	R408	FMS Admin fundingin support of 7010 Spain Labor SP-P-SCY (FMS)					
701003	R408	FMS Admin fundingin support of 7010 Spain Labor SP-P-SCY (FMS)					
7011	R408	Thailand - Labor (FMS Case #xx-x-xxx)	1.0	LO			
701101	R408	Funding in Support of CLIN 7011 Thailand TH-P-LDU (FMS)					
701102	R408	Funding in Support of CLIN 7011 Thailand TH-P-SCN (FMS)					
701103	R408	FMS Admin fundingin Support of CLIN 7011 Thailand TH-P-LDU (FMS)					
7012	R408	Turkey - Labor (FMS Case #TK-P-GJD)	1.0	LO			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 3 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
701201	R408	FMS Admin fundingin Support of CLIN 7011 Turkey TK-P-GJD (FMS) (FMS)					
7013	R408	Increased Capacity - Labor Base Year (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7014	R408	Country Team Option 1 - Labor (Base) (FMS Case #xx-x-xxx)	1.0	LO			
7015	R408	Country Team Option 2 - Labor (Base) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					

For Cost Type / NSP Items

7016	RESERVED	\$0.00
7017	Technical Data IAW SOW Para 4.0 CDRLs - Base Year	\$0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R408	FMS Admin - Labor(Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7101	R408	Australia S-70 - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7102	R408	Australia MH-60 -Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7103	R408	Brazil - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7104	R408	Canada - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7105	R408	Denmark - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7106	R408	Greece - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 4 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7107	R408	Isreal - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7108	R408	Japan - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7109	R408	Singapore - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7110	R408	Spain - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7111	R408	Thailand - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7112	R408	Turkey - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7113	R408	Increased Capacity - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7114	R408	County Team Option 1 - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7115	R408	Country Team Option 2 - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7116	R408	Country Team Option 3 - Labor (Opt Yr 1) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					

For Cost Type / NSP Items

7117	Technical Data IAW SOW Para 4.0 CDRLs - Option Yr1	\$0.00
------	--	--------

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R408	FMS Admin - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 5 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7201	R408	Australia S-70 - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7202	R408	Australia MH-60 -Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7203	R408	Brazil - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7204	R408	Canada - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7205	R408	Denmark - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7206	R408	Greece - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7207	R408	Isreal - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7208	R408	Japan - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7209	R408	Singapore - Labor(Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7210	R408	Spain - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7211	R408	Thailand - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7212	R408	Turkey - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7213	R408	Increased Capacity - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 6 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7214	R408	Country Team Option 1 - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7215	R408	Country Team Option 2 - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7216	R408	Country Team Option 3 - Labor (Opt Yr 2) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					

For Cost Type / NSP Items

7217	Technical Data IAW SOW Para 4.0 CDRLs - Option Yr 2	\$0.00
------	---	--------

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
------	-----	-------------------	-----	------	-----------	-----------	------

7300	R408	FMS Admin - Labor(Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7301	R408	Australia S-70 - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7302	R408	Australia MH-60 -Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7303	R408	Brazil - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7304	R408	Canada - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7305	R408	Denmark - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7306	R408	Greece - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 7 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7307	R408	Isreal - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7308	R408	Japan - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7309	R408	Singapore - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7310	R408	Spain - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7311	R408	Thailand - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7312	R408	Turkey - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7313	R408	Increased Capacity - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7314	R408	Country Team Option 1 - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7315	R408	Country Team Option 2 - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7316	R408	Country Team Option 3 - Labor (Opt Yr 3) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					

For Cost Type / NSP Items

7317	Technical Data IAW SOW Para 4.0 CDRLs - Option Yr3	\$0.00
------	--	--------

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R408	FMS Admin - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 8 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7401	R408	Australia S-70 - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7402	R408	Australia MH-60 -Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7403	R408	Brazil - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7404	R408	Canada - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7405	R408	Denmark - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7406	R408	Greece - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7407	R408	Isreal - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7408	R408	Japan - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7409	R408	Singapore - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7410	R408	Spain - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7411	R408	Thailand - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7412	R408	Turkey - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7413	R408	Increased Capacity - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 9 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7414	R408	Country Team Option 1 - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7415	R408	Country Team Option 2 - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					
7416	R408	Country Team Option 3 - Labor (Opt Yr 4) (FMS Case #xx-x-xxx)	1.0	LO			
		Option					

For Cost Type / NSP Items

7417	Technical Data IAW SOW Para 4.0 CDRLs - Option Yr4	\$0.00
------	--	--------

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	ODC in support of CLIN 7000 (FMS Case #xx-x-xxx)	1.0	LO	
900001	R408	FMS Admin funding in support of 7000 (FMS)			
9001	R408	ODC in support of CLIN 7001 (FMS Case #xx-x-xxx)	1.0	LO	
9002	R408	ODC in support of CLIN 7002 (FMS Case #xx-x-xxx)	1.0	LO	
900201	R408	Funding in support of 7002 Australia MH-60R Labor AT-P-SCF (FMS)			
9003	R408	ODC in support of CLIN 7003 (FMS Case #BR-P-SDE)	1.0	LO	
900301	R408	Funding in Support of CLIN 7003 Brazil BR-P-SDE (FMS)			
9004	R408	ODC in support of CLIN 7004 (FMS Case #xx-x-xxx)	1.0	LO	
9005	R408	ODC in support of CLIN 7005 (FMS Case #DE-P-SAE)	1.0	LO	
900501	R408	Funding in Support of CLIN 7005 Denmark DE-P-SAE (FMS)			
900502	R408	Funding in Support of CLIN 7005 Denmark DE-P-SAE (FMS)			
9006	R408	ODC in support of CLIN 7006 (FMS Case #xx-x-xxx)	1.0	LO	
9007	R408	ODC in support of CLIN 7007 (FMS Case #IS-P-GNY)	1.0	LO	
900701	R408	Funding in Support of CLIN 7007 Israel IS-P-GNY (FMS)			
9008	R408	ODC in support of CLIN 7008 (FMS Case #JA-P-FTH)	1.0	LO	
900801	R408	Funding in Support of CLIN 7008 Japan JA-P-FTH (FMS)			
9009	R408	ODC in support of CLIN 7009 (FMS Case #xx-x-xxx)	1.0	LO	
900901	R408	Funding in Support of CLIN 7009 Singapore SN-P-GEH (FMS)			
9010	R408	ODC in support of CLIN 7010 (FMS Case #SP-P-SCY)	1.0	LO	

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 10 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
901001	R408	Funding in support of CLIN 7010 Spain (FMS)				
9011	R408	ODC in support of CLIN 7011 (FMS Case #xx-x-xxx)	1.0	LO		
901101	R408	Funding in Support of CLIN 7011 Thailand TH-P-SCN (FMS)				
9012	R408	ODC in support of CLIN 7012 (FMS Case #xx-x-xxx)	1.0	LO		
9013	R408	ODC in support of CLIN 7013 (Incr Capacity) (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9014	R408	ODC in support of CLIN 7014 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9015	R408	ODC in support of CLIN 7015 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9018	R408	NMCI - Base (FMS Case #xx-x-xxx)	1.0	LO		
901801	R408	Funding in support of CLIN 7010 Spain SP-P-SCY (FMS)				
901802	R408	Funding in Support of CLIN 7003 Brazil BR-P-SDE (FMS)				
901803	R408	Funding in support of 7002 Australia MH-60R Labor AT-P-SCF (FMS)				
901804	R408	Funding in Support of CLIN 7009 Singapore SN-P-GEH (FMS)				
901805	R408	Funding in Support of CLIN 7005 Denmark DE-P-SAE (FMS)				
901806	R408	FMS Admin Funding (FMS)				
9100	R408	ODC in support of CLIN 7100 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9101	R408	ODC in support of CLIN 7101 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9102	R408	ODC in support of CLIN 7102 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9103	R408	ODC in support of CLIN 7103 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9104	R408	ODC in support of CLIN 7104 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9105	R408	ODC in support of CLIN 7105 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9106	R408	ODC in support of CLIN 7106 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9107	R408	ODC in support of CLIN 7107 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9108	R408	ODC in support of CLIN 7108 (FMS Case #xx-x-xxx)	1.0	LO		

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 11 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
		Option				
9109	R408	ODC in support of CLIN 7109 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9110	R408	ODC in support of CLIN 7110 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9111	R408	ODC in support of CLIN 7111 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9112	R408	ODC in support of CLIN 7112 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9113	R408	ODC in support of CLIN 7113 (Incr Capacity) (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9114	R408	ODC in support of CLIN 7114 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9115	R408	ODC in support of CLIN 7115 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9116	R408	ODC in support of CLIN 7116 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9118	R408	NMCI - Opt Year 1 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9200	R408	ODC in support of CLIN 7200 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9201	R408	ODC in support of CLIN 7201 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9202	R408	ODC in support of CLIN 7202 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9203	R408	ODC in support of CLIN 7203 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9204	R408	ODC in support of CLIN 7204 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9205	R408	ODC in support of CLIN 7205 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9206	R408	ODC in support of CLIN 7206 (FMS Case #xx-x-xxx)	1.0	LO		
		Option				
9207	R408	ODC in support of CLIN 7207 (FMS Case #xx-x-xxx)	1.0	LO		

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 12 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9208	R408	ODC in support of CLIN 7208 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9209	R408	ODC in support of CLIN 7209 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9210	R408	ODC in support of CLIN 7210 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9211	R408	ODC in support of CLIN 7211 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9212	R408	ODC in support of CLIN 7212 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9213	R408	ODC in support of CLIN 7213 (Incr Capacity) (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9214	R408	ODC in support of CLIN 7214 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9215	R408	ODC in support of CLIN 7215 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9216	R408	ODC in support of CLIN 7216 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9218	R408	NMCI - Option Year 2 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9300	R408	ODC in support of CLIN 7300 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9301	R408	ODC in support of CLIN 7301 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9302	R408	ODC in support of CLIN 7302 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9303	R408	ODC in support of CLIN 7303 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9304	R408	ODC in support of CLIN 7304 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9305	R408	ODC in support of CLIN 7305 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9306	R408	ODC in support of CLIN 7306 (FMS Case #xx-x-xxx)	1.0	LO	

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 13 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9307	R408	ODC in support of CLIN 7307 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9308	R408	ODC in support of CLIN 7308 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9309	R408	ODC in support of CLIN 7309 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9310	R408	ODC in support of CLIN 7310 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9311	R408	ODC in support of CLIN 7311 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9312	R408	ODC in support of CLIN 7312 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9313	R408	ODC in support of CLIN 7313 (Incr Capacity) (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9314	R408	ODC in support of CLIN 7314 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9315	R408	ODC in support of CLIN 7315 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9316	R408	ODC in support of CLIN 7316 (FMS Case #xx-x-xxx)	1.0	LO	\$
		Option			
9318	R408	NMCI - Option Year 3 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9400	R408	ODC in support of CLIN 7400 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9401	R408	ODC in support of CLIN 7401 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9402	R408	ODC in support of CLIN 7402 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9403	R408	ODC in support of CLIN 7403 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9404	R408	ODC in support of CLIN 7404 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9405	R408	ODC in support of CLIN 7405 (FMS Case #xx-x-xxx)	1.0	LO	

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 14 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9406	R408	ODC in support of CLIN 7406 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9407	R408	ODC in support of CLIN 7407 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9408	R408	ODC in support of CLIN 7408 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9409	R408	ODC in support of CLIN 7409 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9410	R408	ODC in support of CLIN 7410 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9411	R408	ODC in support of CLIN 7411 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9412	R408	ODC in support of CLIN 7412 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9413	R408	ODC in support of CLIN 7413 (Incr Capacity) (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9414	R408	ODC in support of CLIN 7414 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9415	R408	ODC in support of CLIN 7415 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9416	R408	ODC in support of CLIN 7416 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			
9418	R408	NMCI - Option Year 4 (FMS Case #xx-x-xxx)	1.0	LO	
		Option			

**11RA HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)**

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 15 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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.

#### **HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)**

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 16 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### MULTI-MISSION HELICOPTER (MMH) PROGRAM OFFICE PROGRAM MANAGEMENT ACTIVITY (PMA299) FOREIGN MILITARY SALES (FMS) PROGRAM MANAGEMENT

##### **1.0 Background**

Multi-Mission Helicopter (MMH) Program Office PMA-299, a program under the Program Executive Officer, Air Anti-Submarine Warfare (ASW) Assault and Special Mission Programs, supports all variants of H-60 Seahawk, to include commercial variants of this aircraft, as well as the AN/ALQ-230 Radar Warning Receiver/Electronic Support Measures (RWR/ESM). The Seahawk missions include Anti-Submarine Warfare (ASW)/Anti-Surface Warfare (ASuW), Search and Rescue (SAR), Medical Evacuation (MEDEVAC) Communication Relay (COMMREL), Vertical Replenishment (VERTREP) and Naval Gunfire Support (NGFS).

##### **2.0 Scope**

This Statement of Work (SOW) defines the requirements for providing programmatic, acquisition, engineering, logistics, technical and financial services support to the PMA299 H-60/S-70 Multi-Mission Helicopter Program Office. Labor will be Cost-Plus-Fixed-Fee (CPFF), funding will be provided from the applicable appropriation for the tasks required.

##### **3.0 Requirements**

The Contractor shall provide program management, acquisition management, engineering, logistics, technical and financial support services in development, production, and post-production efforts. Tasks required by PMA299 include support for programmatic milestones, management and technical reviews, engineering and requirements analysis, and cost performance. The Contractor shall also provide pre-case engineering, technical, logistics, financial management analysis support services efforts required to support Foreign Military Sale (FMS) of all variants of H-60 Seahawk, to include commercial variants of this aircraft (S-70), as well as the AN/ALQ-230 RWR/ESM with advanced avionics, flight/mission, and weapon system capabilities. This program is a continuing effort to enhance H-60 Seahawk mission capabilities and increase readiness through the integration of engineering and logistics changes implemented on these platforms.

Contractor support will be expected to perform the duties listed under their labor category. Any work performed will be charged to corresponding country according to specific case funds.

##### **3.1 FMS Program Manager**

- 3.1.1 Support FMS pre-case, case execution, sustainment, and case reconciliation and closure requirements by performing as the overall manager and administrator for the contract effort.
- 3.1.2 Serve as the primary interface with Government program authorities.
- 3.1.3 Supervise program operation and reports progress
- 3.1.4 Manage employment of program resources, to include financial and administrative aspects of the program.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 17 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.1.5 Other duties as necessary.

### **3.2 FMS Program Analysts**

- 3.2.1 Develop, review, and assess the required FMS case documentation and backup data. This support includes assisting with the development of appropriate procurement documentation in accordance with applicable directives, the preparation of formal letters, informal memorandums, point papers, and other general correspondence.
- 3.2.2 Participate in Program Management Reviews (PMR), meetings, conferences, briefings and other significant program activities and events occurring in CONUS or other country locations, as required, to perform analysis in support of the MMH FMS IPT. Identify and analyze the issues discussed, record action items assigned, recommend preferred courses of action to resolve action items, input action items and recommendations into the database and prepare draft minutes of the meeting.
- 3.2.3 Provide technical support in the review of documents [e.g. Statement of Work (SOW), Contract Data Requirements Lists (CDRL), DD254s, technical proposals, industry submitted papers, and export licenses] for inclusion and compliance with FMS customer's requirements and conformance to governing USN acquisition program standards. Provide independent recommendations for required actions to conform to US regulations and fulfill FMS customer's requirements.
- Maintain and update information in a database which will provide an automated communication network system of programmatic and technical information for administrative and technical data.
- 3.2.4 Assess MMH FMS IPT program data and information requirements. Technically analyze the customer's unique support data needs, and provide recommendations on the transfer of data to the customer to maximize system supportability. Develop an initial recommended schedule for data transfer and provide periodic updates based upon changing configuration and supportability profiles.
- 3.2.5 Analyze Security Assistance and National Disclosure Policy procedures, programs, and requirements, and make recommendations for changes to FMS procedures, regulations, and instructions consistent with Security Assistance Program and National Disclosure policies. Provide recommendations in the development of Defense Security Assistance presentations, program reviews, and special briefings.
- 3.2.6 Preparation of responses to Request for Proposal (RFP), Pricing & Availability (P&A) and Letter of Offer & Acceptance (LOA) requests from FMS customers is desired.
- 3.2.7 Other duties as necessary.

### **3.3 Weapons/Store Integration Consultants [FMS Subject Matter Expert(SME)]**

- 3.3.1 Apply systems engineering discipline to the unique problems associated with the integration of stores on MH-60 platforms.
- 3.3.2 Focus and apply the systems engineering principles necessary for integration of broad and complex interdisciplinary interfaces involved in putting a store(s) on the H-60 aircraft.
- 3.3.3 Monitor evolving weapon, weapon control systems and aircraft armament equipment design and development projects to ensure maximum hardware and software commonality and compatibility with

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 18 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

existing and planned aircraft/store capabilities with FMS cases.

- 3.3.4 Support the planning, and the implementation of unique technical and performance tests as necessary to demonstrate performance of new and existing equipment, or system, on existing or planned FMS platforms.
- 3.3.5 Support and coordinate the required documentation for testing, validating, and certifying stores for airworthiness.
- 3.3.6 Other duties as necessary.

#### **3.4 Systems Security Engineering (SSE) Consultant (FMS SME)**

- 3.4.1 Apply systems engineering discipline to the unique problems associated with disclosure and export of new technologies being planned for the MH-60 aircrafts.
- 3.4.2 Support PMA-299 Program activities by providing technical support for Critical Program Information (CPI) and Critical Technology (CT) assessments.
- 3.4.3 Support the Program and the Navy International Program Office (NIPO) in determining system/technology release policy. Assist documenting system/technology release and export policy in the Technology Transfer and Security Assistance Review Board (TTSARB) and Tri Service Committee (TSC) briefs.
- 3.4.4 Support development of Anti-Tamper (AT) Plans, AT design/engineering reviews, and Verification and Validation (V&V) activities.
- 3.4.5 Assist in tracking developments in Technology Roadmap programs to maintain proactive assessments of all development and Technology Insertion (TI)/ECP initiatives to insure applicability to FMS customers.
- 3.4.6 Support related Systems Engineering Technical Review (SETR) activities in support of technology insertion to include relationship/synergy with AT and Information Assurance (IA) policy and activities.
- 3.4.7 Other duties as necessary.

#### **3.5 Structures Consultant (FMS SME)**

- 3.5.1 Apply the engineering knowledge of the activities associated with the basic airframe structure, structural integrity, and durability of rotary wing airframe and dynamic components.
- 3.5.2 Review and comment on the criteria and requirements for the accuracy of flight and ground loads.
- 3.5.3 Review stress analysis, fatigue analysis, rigidity, vibration, dynamic response, and static and fatigue testing data from both physical testing and modeling and simulation.
- 3.5.4 Review and analyze specifications and data packages, review Test and Evaluation (T&E) suitability/supportability documentation, review and provide administrative and technical recommendations on Engineering Change Proposals (ECPs) and Technical Directive Kit

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 19 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

incorporation.

- 3.5.5 Support and coordinate the required documentation for testing, validating, and certifying rotary wing structures as airworthy.
- 3.5.6 Attend and participate in technical assistance reviews and technical coordination meetings.
- 3.5.7 Other duties as necessary.

### 3.6 FMS Engineer

- 3.6.1 Provide Systems Engineering direction/coordination to the multiple disciplines required to prepare or review the technical documentation (e.g., proposals, investigations, analyses, etc.) needed to support new H-60 FMS work [e.g., P&As, LOAs, Engineering Change Proposals (ECPs), etc.].
- 3.6.2 Coordinate and manage engineering efforts on ongoing FMS cases. Ensure FMS engineering execution of required tasks is in accordance with documented US Navy commitments, NAVAIR policy, and the required timeline.
- 3.6.3 Review, analyze and track procurement specifications and data packages; review Test and Evaluation (T&E) suitability/supportability documentation; review and provide administrative and technical recommendations on Engineering Change Proposals (ECPs) and Technical Directive Kit incorporation to meet program objectives; and participate in technical working groups to resolve any engineering issues. This support includes assisting with the development of appropriate engineering documentation in accordance with applicable directives, the preparation of formal letters, informal memoranda, point papers, and other general correspondence. Ensure technical documentation must adhere to applicable US Government/USN standards, policies and technical transfer regulations, and are approved by NAVAIR subject matter experts.
- 3.6.4 Ensure engineering-related elements meet customer requirements and satisfy NAVAIR policy with acceptable cost/technical risk. Plans contain technical reviews that are event-driven and compliant with NAVAIR SETR handbook.
- 3.6.5 Tailor the SETR process to support program and technical goals, ensure that Technical Performance Measures (TPMs) are established to monitor technical maturity.
- 3.6.6 Develop, review and or assist in documentation to include SOW, CDRL, DD254s, technical proposals, industry submitted papers, and export licenses. Provide sanitation of technical documents for foreign disclosure and release.
- 3.6.7 Develop re-planning options in response to monitoring of TPMs, program schedules, technical product reviews. Understand and follow Systems Engineering Process (SEP) and ensure it conforms to DOD guidance applicable to update the acquisition phase, risk identification, risk mitigation and configuration management performed in accordance with NAVAIR Instruction and program plans.
- 3.6.8 Participate in PMRs, technical assistance reviews, technical coordination meetings, conferences, briefings and other significant program activities and event occurring in CONUS or other country locations, as required, to perform analysis in support of the MMH FMS IPT. Identify and analyze the issues discussed, record action items assigned, recommend preferred courses of action to resolve action items, input action items and recommendations into the Program Management Database, and prepare

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 20 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

draft minutes of the meeting.

- 3.6.9 Participate, evaluate and or support MH-60 systems integration activities (Design Direction, PTRB, CCB) to ensure FMS compatibility, of all physical, functional, and program interfaces.

- 3.6.10 Other duties as necessary.

### **3.7 Financial - FMS**

- 3.7.1 Apply financial management functions, processes, and analytical methods or techniques to gather, analyze, and evaluate information required by program or project managers, Business Financial Managers (BFM) and customers; draw conclusions and devise solutions to problems relating to improvement of financial management effectiveness, work methods and procedure efficiency; develop and maintain program budgets and other financial tracking documentation; may perform work measurement studies, program or financial operations efficiency reviews, cost studies, or workload change impact analyses; and rely upon and use automated management information systems in performing fact finding, analytical, and advisory functions.
- 3.7.2 Provide appropriate financial documentation in accordance with applicable directives; prepare formal letters, informal memoranda, point papers, and other general correspondence in support of the MMH FMS IPT financial efforts.
- 3.7.3 Participate in PMRs, technical assistance support reviews, financial planning and coordination meetings, conferences, briefings and other significant program activities and events occurring in CONUS or other country locations as required performing analysis in support of the MMH FMS IPT. Identify and analyze the issues discussed, record action items assigned, recommend preferred courses of action to resolve action items, input action items and recommendations into a database, and prepare draft minutes of the meeting.
- 3.7.4 Develop estimates of FMS case financial requirements based upon actual initiations, commitments, obligations and expenditures for requirements and projected funding for future requirements. Assess financial status of FMS cases and provide recommendations on the optimum use of remaining resources to meet program needs. Initiate draft funding documents using the Navy Enterprise Resource Planning (NERP) system. Reconcile program financial records with Defense Finance Accounting and Service (DFAS) and Management Information Systems for International Logistics (MISIL).
- 3.7.5 Review and make recommendations via written reports, for Price and Availability (P&A)/Letters of Offer and Acceptance (LOA) in accordance with the guidance and procedures set forth in the Security Assistance Management Manual (Samm) and DOD 7000.14-R, Vol. 15 of 18 Mar 93 (and subsequent changes). Provide support to the MMH FMS IPT in case initiation efforts such as preparation of P&A data, LOA and amendments thereto, DD Form 2061, Document Pricing Calculations Report (RP69), financial analyses, milestones, impact statements, payment schedules, delivery schedules, assessment of nonrecurring cost data, and congressional notification data. Initiate cases in Defense Security Assistance Management System (DSAMS).
- 3.7.6 Create and manage Work Breakdown Structure (WBSs), Receiving Billing Elements (RBEs), within the capacity of NERP.
- 3.7.7 Preparation, execution, and tracking of funding documents (WX, RX, MIPRs, TAC and PIDs).

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 21 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3.7.8 Preparation of P&As, LOAs, amendments, modifications, and revisions in DSAMS.

3.7.9 Review, analyze and update various reports in MISIL.

3.7.10 Other duties as necessary.

### 3.8 Logistics – FMS

- 3.8.1 Develop LOA data; provide independent quantitative resource analysis of integration and sustainment resource requirements; assess case requirements to maximize the MMH operations and support programs; conduct analysis of planning accomplishments, and provide life cycle management support services. This support includes developing appropriate documentation in accordance with applicable directives, the preparation of formal letters, informal memoranda, point papers, and other general correspondence.
- 3.8.2 Participate in reviews, meetings, conferences, briefings and other significant support activities and events occurring in CONUS or other country locations as required to perform analysis in support of the MMH FMS IPT. The Contractor shall identify and analyze the issues discussed, record action items assigned, recommend preferred courses of action to resolve action items, input action items and recommendations into a database, and prepare draft minutes of the meeting.
- 3.8.3 Analyze MMH FMS IPT pre-case requirements for prospective programs. Recommend life cycle planning alternatives, and courses of action that satisfy defined program objectives. Review prospective changes to aircraft/weapons/support equipment quantities and operating aircraft, and analyze the effect these elements have on life cycle support. Identify the effect of prospective changes relative to life cycle management support, and provide an estimated cost impact of these changes.
- 3.8.4 Evaluate the maintenance system and assess its applicability to support the weapon system, weapons, or support equipment. Recommend modifications to the maintenance system or the maintenance plan to improve supportability of the system in country. Determine if changes can be made to the maintenance system that would result in significant efficiencies in operations and/or savings in the total cost of weapons system ownership.
- 3.8.5 Review and evaluate technical assistance support requested by FMS customers. Determine applicability and provide recommendations to the IPT Lead for necessary decision/determination and processing. Research technical assistance requests and provide recommendations to the IPT Lead. Prepare written drafts of recommended responses to the technical assistance requests for review by the IPT Lead.
- 3.8.6 Review and evaluate transportation plans for FMS customer material and equipment to ensure effectiveness and compliance with applicable US Government regulations.
- 3.8.7 Participate in meetings with the MMH FMS IPT Technical Assistance personnel; provide suggestions for resolution of open issues or issues with long lead times.
- 3.8.8 Analyze pre-FMS case requirements for prospective new weapon system (s)/ equipment sales. Provide an analysis of the life cycle support planning necessary to fulfill the requirements contained in any Letter of Intent (LOI), Letter of Request (LOR) or requests for Price and Availability (P&A) data.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 23 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

The Contractor shall provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD [see NAVAIR Clause 5252.204-9502 Requirements for Local Security System (NAVAIR) (OCT 2005) in Section C]. In addition, the Contractor shall provide quarterly reports with gains/losses and any changes to current personnel.

#### 5.4 Identification of Contractor Personnel

Corporate affiliation shall be referenced on all written documentation that refers to Contractor's personnel. This is required for internal and external communication. Similarly, the Contractor's affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference (in person or on phone).

### 6.0 Minimum Personnel Requirements

#### Definitions

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

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

*Accredited institution* - a post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

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

*Degree* - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels.

*Experience and years of experience* -

- a) When used in relation to requirements for past participation in professional work or employment activities,

"experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

- b) When used in relation to requirements for a particular term or period of participation, "years of experience"

shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 24 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

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

*Technical discipline* - when used in relation to educational or work experience requirements, "technical discipline" shall mean in the field of Engineering, Mathematics or Sciences.

*Postgraduate degree* - a Master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

## 6.1 Personnel

### 6.1.1 Personnel Qualifications

The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets contract specifications and requirements. The work history of each Contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract.

Resumes for all key personnel performing under this requirement shall be submitted for review and approval to the COR and Contracting Officer. The Government reserves the right, during the life of the resulting contract, to request work histories on any Contractor employee for the purposes of verifying compliance with the applicable labor category qualifications. Personnel assigned to, or utilized by, the Contractor in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

The following labor categories are designated as key: FMS Program Manager, Senior FMS Program Analyst, Senior FMS Financial Analyst and Weapons/Store Integration Consultant (FMS SME), Systems Security Engineering Consultant (FMS SME), .

### 6.1.2 Labor Category Qualifications

#### 6.1.2.1 FMS Program Manager (Key Position)

The FMS Program Manager supports FMS pre-case, case execution, case reconciliation and case closure requirements by performing as the overall manager and administrator for the contract effort. They serve as the primary interface with Government program authorities. They supervise program operation and report progress. They manage employment of program resources, to include financial and administrative aspects of the program. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** Master's Degree in a business, management or technical discipline.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 25 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**Experience:** Ten (10) years of relevant work experience supporting U.S. Government programs with four (4) years of Foreign Military Sales (FMS); Relevant experience includes performing a wide range of analytic tasks; development of worthwhile recommendations; and preparation of clear, succinct reports for management consideration.

Furthermore:

- A working knowledge of Department of Defense (DOD) Security Assistance Program (SAP) policies and procedures relating to Foreign Military Sales (FMS) is required.
- Experience with identifying programmatic requirements for FMS agreements is required.
- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- Knowledge of the H-60 and/or other rotary wing aircraft is a benefit.

#### **6.1.2.2 Senior FMS Program Analyst (Key Position)**

The Senior FMS Analyst analyzes program and support requirements, program schedules and performs other related management tasks in support of FMS pre-case, case execution, reconciliation and case closure activities. They oversee assigned program activities in support of the Program/Case Manager. They participate in meetings to support program objectives and represents the Program/Case Manager. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** B.A. or B.S. in a business, management or technical discipline.

**Experience:** Six (6) years of relevant work experience supporting U.S. Government programs with three (3) years of FMS; Relevant experience includes performing a wide range of analytic tasks; development of recommendations; and preparation of clear, succinct reports for management consideration.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and an Associate's degree or an additional four (4) years of relevant experience and a High School Diploma/GED can be substituted for the education requirement.

Furthermore:

- A working knowledge of DOD SAP policies and procedures relating to FMS is required.
- Experience with identifying programmatic requirements for FMS agreements and responding to Letters of Offer and Acceptance (LOA), Price and Availability (P&A), Request for Information (RFI) and Request for Proposal (RFP) is required.
- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- Knowledge of the H-60 and/or other rotary wing aircraft is a benefit.

#### **6.1.2.3 FMS Program Analyst**

The FMS Program Analyst supports program requirements, program schedules and performs other related tasks in support of FMS pre-case, case execution, reconciliation and case closure activities. They assist the Program/Case Manager in the execution of all assigned program activities. They participate in meetings to support program objectives and the Program/Case Manager. In support of

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 26 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** A.A. or A.S. in a business, management or technical discipline.

**Experience:** Four (4) years of relevant work experience supporting U.S. Government programs is required. Relevant experience includes performing a wide range of analytic tasks; development of worthwhile recommendations; and preparation of clear, succinct reports for management consideration.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and a High School Diploma/GED can be substituted for the education requirement.

Furthermore:

- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications is required.
- A working knowledge of DOD SAP policies and procedures relating to Foreign Military Sales (FMS) is desired.
- Knowledge of the H-60 and/or other rotary wing aircraft is a benefit.

#### **6.1.2.4 Junior FMS Program Analyst**

The Junior FMS Program Analyst supports program related tasks in support of FMS pre-case, case execution, reconciliation and case closure activities. They support the program in the execution of all assigned activities. They participate in meetings to support program objectives. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** A.A. or A.S. in a business, management or technical discipline.

**Experience:** Two (2) years of relevant work experience.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and a High School Diploma/GED can be substituted for the education requirement.

Furthermore:

- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications is required.
- A working knowledge of DOD SAP policies and procedures relating to Foreign Military Sales (FMS) is a benefit.
- Knowledge of the H-60 and/or other rotary wing aircraft is a benefit.

#### **6.1.2.5 Senior FMS Financial Analyst (Key Position)**

The Senior FMS Financial Analyst performs business financial management activities in support of FMS pre-case, case execution, reconciliation and case closure activities. They analyze total program financial requirements for development of P&A, LOA, amendments, modifications, revisions and other pricing elements. They apply knowledge of financial management functions, processes, and analytical methods to evaluate program information required for the Budget Financial Manager (BFM).

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 27 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

and Program/Case Manager. They develop and maintain program budgets and other financial tracking documentation. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** B.A. or B.S. in a business, management or technical discipline.

**Experience:** Six (6) years professional experience demonstrated in DoD program/financial analysis with three (3) years of Foreign Military Sales (FMS). Professional experience includes development of FMS Case documents, obligation and expenditure phasing plans. The individual must clearly demonstrate experience with DoD/USN financial automated accounting and budgeting systems.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and an Associate's degree or an additional four (4) years of relevant experience and a High School Diploma/GED can be substituted for the education requirement.

Furthermore:

- ▣ Experience in Navy Enterprise Resource Planning (NERP), Defense Security Assistance Management System (DSAMS), Management Information System for International Logistics (MISIL), and other DoD financial automated accounting & budgeting systems is required.
- ▣ Experience in the preparation of P&As, LOAs, amendments, modifications, and revisions within DSAMS are required.
- ▣ Experience in case reconciliation, case management, and case closure are required.
- ▣ Experience in maintaining Case Execution Performance Tool (CEPT) is required.
- ▣ Knowledge of FMS financial policies and procedures is required.
- ▣ A working knowledge of DOD SAP policies and procedures relating to FMS is required.
- ▣ A working knowledge of MS Office applications is required.
- ▣ Demonstrated written and oral communications skills are required.
- ▣ Security Cooperation Information Portal (SCIP) and Defense Integrated Financial System (DIFS) experience is desired.

#### **6.1.2.6 FMS Financial Analyst**

The FMS Financial Analyst supports business financial management activities of FMS pre-case, case execution, reconciliation and case closure activities. They assists the BFM with analysis of program financial requirements for development of P&A, LOA, amendments, modifications, revisions and other pricing elements. Support financial management functions as required by the BFM and Program/Case Manager. Maintain program budgets and other financial tracking documentation. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** A.A. or A.S. in a business, management or technical discipline.

**Experience:** Four (4) years professional experience supporting U.S. Government programs is required. Professional experience includes development of financial documents, obligation and expenditure phasing plans. The individual must clearly demonstrate experience with DoD/USN financial automated accounting and budgeting systems.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and a High School Diploma/GED can be substituted for the education requirement.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 28 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Furthermore:

- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- Experience in Navy Enterprise Resource Planning (NERP), Defense Security Assistance Management System (DSAMS), Management Information System for International Logistics (MISIL), Security Cooperation Information Portal (SCIP), Defense Integrated Financial System (DIFS) and other DoD financial automated accounting & budgeting systems is desired.
- Experience in case reconciliation, case management, and case closure are required.
- Experience in maintaining Case Execution Performance Tool (CEPT) is desired.
- A working knowledge of DOD SAP policies and procedures relating to FMS is desired.

#### **6.1.2.7 Junior FMS Financial Analyst**

The Junior FMS Financial Analyst assists with business financial management activities of FMS pre-case, case execution, reconciliation and case closure activities. They support financial management functions as required by the BFM and Program/Case Manager. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** A.A. or A.S. in a business, management or technical discipline.

**Experience:** Two (2) years of relevant work experience.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and a High School Diploma/GED can be substituted for the education requirement.

Furthermore:

- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- A working knowledge of DOD SAP policies and procedures relating to FMS is desired.

#### **6.1.2.8 Weapons/Store Integration Consultant (FMS SME) (Key Position)**

The Weapons/Store Integration Consultant (FMS SME) receives assignments in terms of general technical requirements to be attained, broad phases and progress of the work, administrative and budgetary constraint. They independently plan priorities and substantive technical requirements for work, accomplished functions with minimal direction or supervision. To accomplish this, they exercise authority over developmental, upgrade and T&E matters for assigned project for the program manager for all phases of the assigned program and to manage the activities of the assigned technical team. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** B.S. in a business, management or technical discipline.

**Experience:** Eight (8) years of relevant work experience supporting U.S. Government aviation programs. Relevant experience includes performing a wide range of analytic tasks; development of recommendations; and preparation of clear, succinct reports for management consideration.

Furthermore:

- Mastery of systems engineering and software engineering principles and practices applicable to Naval Combat, Weapons and C4I systems in order to provide overall technical direction for the

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 29 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

establishment and maintenance of processes and products required for systems engineering across force/warfare systems is required.

- Broad knowledge and experience in Major Acquisition Program planning and execution and the defense acquisition process is required.
- In depth knowledge of systems engineering principles and practices including hardware, software, information systems, Program Protection and AT solutions is required, with a focus in weapons/store integration.
- Experience in requirements generation, acquisition, and systems integration is required.
- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- Knowledgeable of USN configuration control, domain knowledge of airframes and avionics and systems engineering processes, policies and procedures is required.
- A working knowledge of DOD SAP policies and procedures relating to FMS is desired.
- Broad knowledge and experience in foreign disclosure and police and processes is desired.
- Knowledge of the H-60 and/or other rotary wing aircraft is desired.

#### **6.1.2.9 Systems Security Engineering Consultant (FMS SME) (Key Position)**

The Systems Security Engineering Consultant (FMS SME) receives assignments in terms of general technical requirements to be attained, broad phases and progress of the work, administrative and budgetary constraint. They independently plan priorities and substantive technical requirements for work, accomplished functions with minimal direction or supervision. To accomplish this, they exercise authority over developmental, upgrade and T&E matters for assigned project for the program manager for all phases of the assigned program and to manage the activities of the assigned technical team. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** B.S. in a business, management or technical discipline.

**Experience:** Eight (8) years of relevant work experience supporting U.S. Government aviation programs. Relevant experience includes performing a wide range of analytic tasks; development of recommendations; and preparation of clear, succinct reports for management consideration.

Furthermore:

- Mastery of systems engineering and software engineering principles and practices applicable to Naval Combat, Weapons and C4I systems in order to provide overall technical direction for the establishment and maintenance of processes and products required for systems engineering across force/warfare systems is required.
- Broad knowledge and experience in Major Acquisition Program planning and execution and the defense acquisition process is required.
- In depth knowledge of systems engineering principles and practices including hardware, software, information systems, Program Protection and AT solutions is required, with a focus in system security engineering.
- Experience in requirements generation, acquisition, and systems integration is required.
- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- Knowledgeable of USN configuration control, domain knowledge of airframes and avionics and systems engineering processes, policies and procedures is required.
- A working knowledge of DOD SAP policies and procedures relating to FMS is desired.
- Broad knowledge and experience in foreign disclosure and police and processes is desired.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 30 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

- Knowledge of the H-60 and/or other rotary wing aircraft is desired.

#### **6.1.2.10 Structures Consultant (FMS SME) (Key Position)**

The Structures Consultant (FMS SME) receives assignments in terms of general technical requirements to be attained, broad phases and progress of the work, administrative and budgetary constraint. They independently plan priorities and substantive technical requirements for work, accomplished functions with minimal direction or supervision. To accomplish this, they exercise authority over developmental, upgrade and T&E matters for assigned project for the program manager for all phases of the assigned program and to manage the activities of the assigned technical team. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** B.S. in a business, management or technical discipline.

**Experience:** Eight (8) years of relevant work experience supporting U.S. Government aviation programs. Relevant experience includes performing a wide range of analytic tasks; development of recommendations; and preparation of clear, succinct reports for management consideration.

Furthermore:

- Mastery of systems engineering and software engineering principles and practices applicable to Naval Combat, Weapons and C4I systems in order to provide overall technical direction for the establishment and maintenance of processes and products required for systems engineering across force/warfare systems is required.
- Broad knowledge and experience in Major Acquisition Program planning and execution and the defense acquisition process is required.
- In depth knowledge of systems engineering principles and practices including hardware, software, information systems, Program Protection and AT solutions is required, with a focus in structures.
- Experience in requirements generation, acquisition, and systems integration is required.
- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- Knowledgeable of USN configuration control, domain knowledge of airframes and avionics and systems engineering processes, policies and procedures is required.
- A working knowledge of DOD SAP policies and procedures relating to FMS is desired.
- Broad knowledge and experience in foreign disclosure and police and processes is desired.
- Knowledge of the H-60 and/or other rotary wing aircraft is desired.

#### **6.1.2.11 FMS Engineer**

The FMS Engineer analyzes FMS program engineering requirements and provides engineering support services for program air vehicle, subsystems, avionics, armament, engine, airborne weapons, spares and support equipment efforts. They provide engineering and technical analysis integral to the upgrades/modifications of the aircraft; identify anti-tamper/policy requirements and required changes for compliance with release authorities. Develop and review configuration documentation.

Participates in program and technical reviews, reviews and analyzes procurement specifications and data packages; reviews T&E suitability/ supportability documentation; reviews and provides technical recommendations on ECPs and Technical Directive Kit incorporation; and participates in technical working groups to resolve any engineering issues. Prepare and review engineering support plans to include cost analysis. They assist with program platform software requirements and development. Participates in program meetings as directed to support program objectives and represents the Program Class Desk/Avionics Support Program Engineer. In support of the above functions, a Secret

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 31 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** B.A. or B.S. in a business, management or technical discipline.

**Experience:** Four (4) years of relevant work experience supporting U.S. Government aviation programs. Relevant experience includes performing a wide range of analytic tasks; development of recommendations; and preparation of clear, succinct reports for management consideration.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and an Associate's degree.

Furthermore:

- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- Knowledgeable of USN configuration control, domain knowledge of airframes and avionics and systems engineering processes, policies and procedures is required.
- A working knowledge of DOD SAP policies and procedures relating to FMS is desired.
- Knowledge of the H-60 and/or other rotary wing aircraft is desired.

#### **6.1.2.12    Junior FMS Engineer**

The Junior FMS Engineer supports FMS program engineering requirements and provides engineering support services for program air vehicle, subsystems, avionics, armament, engine, airborne weapons, spares and support equipment efforts. Participate in program and technical reviews, reviews and analyzes procurement specifications and data packages; coordinates T&E suitability/ supportability documentation; coordinates technical recommendations on ECPs and Technical Directive Kit incorporation. They review engineering support plans. Participates in program meetings as directed to support program objectives and represents the Program Class Desk/Avionics Support Program Engineer. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** B.A. or B.S. in a business, management or technical discipline.

**Experience:** Two (2) years of relevant work experience.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and an Associate's degree.

Furthermore:

- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- Knowledge of the H-60 and/or other rotary wing aircraft is a benefit.

#### **6.1.2.13    FMS Logistics Analyst**

The FMS Logistics Analyst supports pre-case, initial and sustaining Integrated Logistics Support (ILS) requirements of FMS programs, to include site surveys, spares, support equipment, publications, training, software and transportation requirements. They coordinate prospective changes to

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 32 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

aircraft/avionics/weapons/support equipment quantities and operating aircraft. They provide ILS support to the APML and Program/Case Manager as tasked. They participate in meetings to support logistics objectives. In support of the above functions, a Secret clearance is required for the position. Security Clearance level obtainable after assignment to position is acceptable. The Contractor will determine security level achievability prior to placement.

**Education:** A.A. or A.S. in a business, management or technical discipline.

**Experience:** Four (4) years of relevant work experience supporting U.S. Government programs is required. Relevant experience includes performing a wide range of analytic tasks; development of worthwhile recommendations; and preparation of clear, succinct reports for management consideration.

**Acceptable Education Substitution:** An additional two (2) years of relevant experience and a High School Diploma/GED can be substituted for the education requirement.

Furthermore:

- A working knowledge of MS Office applications is required.
- Demonstrated written and oral communications skills are required.
- A working knowledge of DOD SAP policies and procedures relating to FMS is desired.
- Experience with identifying logistics requirements for responding to LOAs, P&As, RFIs and RFP is desired.
- Knowledge of the H-60 and/or other rotary wing aircraft is desired.

## 7.0 Travel

Estimated annual travel as described below is required as part of contract performance.

Annual Estimated Travel Requirements				
Location	Description	# of People	# of Trips	# of Days
Wright Patterson, OH	DISAM Training	1	1	5
Cherry Point, NC	FRC Tech Assist Review	4	1	2
Lakehurst, NJ	Logistics Status Review	4	2	3
Orlando, FL	LPIT	4	1	5
Tucson, AZ	LPPR	4	1	5
Owego, NY	MHP Review	1	1	2
Huntsville, AL	Israel TCG	1	2	5
San Diego, CA	NATOPS Review	2	1	5
Philadelphia, PA	NAVSUP	3	2	3
Orlando, FL	OFT Review	2	1	5
U-Tapao,Thailand	PRE LOA SITE SURVEY	1	2	9
Italy	HLRES Mtg	1	1	7
Japan	ILSMT	2	1	7
Australia	Program Review	3	1	10
Horsehead, NY	Program Review	2	3	3
Ottawa, Canada	Program Review	1	1	5
Rio de Janeiro, Brazil	Program Review	1	1	8
Rota, Spain	Program Review	1	1	7

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 33 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

U-Tapao, Thailand	Program Review	1	3	10
Singapore	Program Review	1	1	7
Denmark	Program Review	2	2	7
Jacksonville, FL	EDA Review	1	2	4
Tucson, AZ	EDA Review	1	2	5
San Diego, CA	Tech Pub Review/Training	6	1	5
Tucson, AZ	Transportation	2	1	5
Owego, NY	Tech Integration Meeting	2	4	4
Stratford, CT	Tech Integration Meeting	2	4	4
Point Mugu, CA	Tech Integration Meeting	2	4	4
Qatar/India/Etc	In-Country Brief	1	1	7
Singapore/France/Etc	Airshow - New Business	1	1	7

7.1 Travel will be estimated at the Sub-CLIN Level and is required as part of contract performance. All travel must be authorized by the COR before travel occurs. The Contractor is responsible for coordination of all Contractor travel arrangements and meeting all country specific travel requirements.

Government Directed Travel is expected to be within the Continental United States (CONUS) and Outside the Continental United States (OCONUS). Actual travel expenses are limited by the Joint Travel Regulations (JTR) and must be pre-approved by the Contracting Officer Representative (COR). Exceptions to these guidelines shall be approved in advance by the Contracting Officer or his/her Designee. The Government will give the Contractor three (3) business day's written notice, prior to travel. Estimates of travel costs that are proposed must be reviewed / approved by the COR. A "not to exceed" amount will be included as a line item to be used on a cost-reimbursable basis. Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours.

## 8.0 Government Furnished Property

For personnel that do not work at NAVAIR, Patuxent River, MD (off-site) the Contractor shall provide all necessary office equipment, computer systems and software necessary to provide the required services. The Government will provide NMCI assets, as available at the start of the contract; further procurements will be made by the Contractor using the ODC CLIN.

The Government will make available, to the Contractor, any existing documents, drawings or databases required to perform tasks under this order.

## 9.0 Enterprise-Wide Contractor Manpower Application (ECMRA).

9.1 The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for PMA-299 via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil>.

9.2 Reporting inputs will be for the labor executed during the period of performance during each

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 34 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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 at help desk at: <http://www.ecmra.mil>.

## 10.0 Performance Metrics.

The work described herein shall be Level of Effort (LOE). Assessment of the Contractor's performance will be based on the PMA 299 Surveillance Activity Checklist, Attachment J3.

### 11RA HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Task Order Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

### 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 Naval Air Station (NAS) Patuxent River, Maryland. 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 website located at <https://basics.navair.navy.mil>. 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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 35 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed as shown in Exhibit A, Contract Data Requirements List (CDRL). All losses are to have the permanent badges returned to NAS Patuxent River, MD Pass and ID Office on the last day of the individual's task requirement.

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

- (a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources [e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)]. Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: NAVAIR Contractor Forms ([http://www.cnrc.navy.mil/publications/Forms/OPNAV\\_5239\\_14\\_SAAR\\_N.pdf](http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf)).
- (b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the Government sponsor, if the contract does not name a COR or Alternate COR via the Contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those Contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the [NAVAIR\\_SAAR.fct@navy.mil](mailto:NAVAIR_SAAR.fct@navy.mil) mailbox.
- (c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the Contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor 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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 36 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## SECTION D PACKAGING AND MARKING

Items 7000-7015 and 9000-9015 and Option Items 7100-7116, 7200-7216, 7300-7316, 7400-7416, 9100-9116, 9200-9216, 9300-9316, and 9400-9416 - Packaging and marking are not applicable to these items.

Item 7017, Option Items 7117, 7217, 7317, and 7417 - Packaging and marking shall be in accordance with the clauses below and Exhibit A, DD Form 1423, Contract Data Requirements List (CDRL).

### 11RA HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

### 11RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

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

---

(Name of Requiring Activity)

---

(City and State)

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 37 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

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

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

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

**Items 7000-7015 and 9000-9015 and Option Items 7100-7116, 7200-7216, 7300-7316, 7400-7416, 9100-9116, 9200-9216, 9300-9316, and 9400-9416** - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Office's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C SOW and Section J, Attachment J3 - Surveillance Activity Checklist. Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A (A001 -A004) under the associated item **7017, Options 7117, 7217, 7317 and 7417** must be completed prior to final acceptance of the services identified herein prior to final acceptance of the services identified herein. Acceptance of the Contractor's completed performance for each line item shall be acknowledged via DD Form 250, in accordance with Wide Area Workflow (WAWF) instructions.

**Items 7017, Options 7117, 7217, 7317 and 7417**- Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A (A001 -A004) Contract Data Requirements List, DD Form 1423 in support of **CLINs 7000-7015 and 9000-9015 and Option Items 7100-7116, 7200-7216, 7300-7316, 7400-7416, 9100-9116, 9200-9216, 9300-9316, and 9400-9416**. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423. Clauses specified in Section E of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

**Items 7000-7015, 7100-7116, 7200-7216, 7300-7316 and 7400-7416**- Inspection and acceptance shall occur upon acceptance of all Exhibit A CDRLs. Additionally, the Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of terms and conditions, in accordance with Section J, Attachment J3 the Surveillance Activity Checklist. The Surveillance Activity Checklist defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at <http://www.cpars.csd.disa.mil>.

## 11RA INSPECTION AND ACCEPTANCE TERMS

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 38 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Supplies/services will be inspected/accepted at:

**CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY**

4000-4999 Destination Government Destination Government  
 5000-5999 Destination Government Destination Government  
 6000-6999 Destination Government Destination Government  
 7000-7999 Destination Government Destination Government  
 8000-8999 Destination Government Destination Government  
 9000-9999 Destination Government Destination Government

**Clauses incorporated by reference only:**

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

**Clauses Incorporated by Full Text:**

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

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

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

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

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

\*Note: For the purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO"

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

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 39 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: Diana Waldorf

Activity: Naval Systems, Inc.

Address: 21491 Great Mills Road, Suite 100

Phone: (301) 737-1911

Email: DWALDORF@n-s-i.us

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M812	03	40 of 107	

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	3/19/2014 - 3/18/2015
7001	3/19/2014 - 3/18/2015
7002	3/19/2014 - 3/18/2015
7003	3/19/2014 - 3/18/2015
7004	3/19/2014 - 3/18/2015
7005	3/19/2014 - 3/18/2015
7006	3/19/2014 - 3/18/2015
7007	3/19/2014 - 3/18/2015
7008	3/19/2014 - 3/18/2015
7009	3/19/2014 - 3/18/2015
7010	3/19/2014 - 3/18/2015
7011	3/19/2014 - 3/18/2015
7012	3/19/2014 - 3/18/2015
7014	3/19/2014 - 3/18/2015
9000	3/19/2014 - 3/18/2015
9001	3/19/2014 - 3/18/2015
9002	3/19/2014 - 3/18/2015
9003	3/19/2014 - 3/18/2015
9004	3/19/2014 - 3/18/2015
9005	3/19/2014 - 3/18/2015
9006	3/19/2014 - 3/18/2015
9007	3/19/2014 - 3/18/2015
9008	3/19/2014 - 3/18/2015
9009	3/19/2014 - 3/18/2015
9010	3/19/2014 - 3/18/2015
9011	3/19/2014 - 3/18/2015
9012	3/19/2014 - 3/18/2015
9018	3/19/2014 - 3/18/2015

## CLIN - DELIVERIES OR PERFORMANCE

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

7000	3/19/2014 - 3/18/2015
7001	3/19/2014 - 3/18/2015
7002	3/19/2014 - 3/18/2015
7003	3/19/2014 - 3/18/2015
7004	3/19/2014 - 3/18/2015
7005	3/19/2014 - 3/18/2015
7006	3/19/2014 - 3/18/2015

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 41 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

7007	3/19/2014 - 3/18/2015
7008	3/19/2014 - 3/18/2015
7009	3/19/2014 - 3/18/2015
7010	3/19/2014 - 3/18/2015
7011	3/19/2014 - 3/18/2015
7012	3/19/2014 - 3/18/2015
7014	3/19/2014 - 3/18/2015
9000	3/19/2014 - 3/18/2015
9001	3/19/2014 - 3/18/2015
9002	3/19/2014 - 3/18/2015
9003	3/19/2014 - 3/18/2015
9004	3/19/2014 - 3/18/2015
9005	3/19/2014 - 3/18/2015
9006	3/19/2014 - 3/18/2015
9007	3/19/2014 - 3/18/2015
9008	3/19/2014 - 3/18/2015
9009	3/19/2014 - 3/18/2015
9010	3/19/2014 - 3/18/2015
9011	3/19/2014 - 3/18/2015
9012	3/19/2014 - 3/18/2015
9018	3/19/2014 - 3/18/2015

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

7013	3/19/2014 - 3/18/2015
7015	3/19/2014 - 3/18/2015
7100	3/19/2015 - 3/18/2016
7101	3/19/2015 - 3/18/2016
7102	3/19/2015 - 3/18/2016
7103	3/19/2015 - 3/18/2016
7104	3/19/2015 - 3/18/2016
7105	3/19/2015 - 3/18/2016
7106	3/19/2015 - 3/18/2016
7107	3/19/2015 - 3/18/2016
7108	3/19/2015 - 3/18/2016
7109	3/19/2015 - 3/18/2016
7110	3/19/2015 - 3/18/2016
7111	3/19/2015 - 3/18/2016
7112	3/19/2015 - 3/18/2016
7113	3/19/2015 - 3/18/2016
7114	3/19/2015 - 3/18/2016
7115	3/19/2015 - 3/18/2016
7116	3/19/2015 - 3/18/2016

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M812	03	42 of 107	

7200	3/19/2016 - 3/18/2017
7201	3/19/2016 - 3/18/2017
7202	3/19/2016 - 3/18/2017
7203	3/19/2016 - 3/18/2017
7204	3/19/2016 - 3/18/2017
7205	3/19/2016 - 3/18/2017
7206	3/19/2016 - 3/18/2017
7207	3/19/2016 - 3/18/2017
7208	3/19/2016 - 3/18/2017
7209	3/19/2016 - 3/18/2017
7210	3/19/2016 - 3/18/2017
7211	3/19/2016 - 3/18/2017
7212	3/19/2016 - 3/18/2017
7213	3/19/2016 - 3/18/2017
7214	3/19/2016 - 3/18/2017
7215	3/19/2016 - 3/18/2017
7216	3/19/2016 - 3/18/2017
7300	3/19/2017 - 3/18/2018
7301	3/19/2017 - 3/18/2018
7302	3/19/2017 - 3/18/2018
7303	3/19/2017 - 3/18/2018
7304	3/19/2017 - 3/18/2018
7305	3/19/2017 - 3/18/2018
7306	3/19/2017 - 3/18/2018
7307	3/19/2017 - 3/18/2018
7308	3/19/2017 - 3/18/2018
7309	3/19/2017 - 3/18/2018
7310	3/19/2017 - 3/18/2018
7311	3/19/2017 - 3/18/2018
7312	3/19/2017 - 3/18/2018
7313	3/19/2017 - 3/18/2018
7314	3/19/2017 - 3/18/2018
7315	3/19/2017 - 3/18/2018
7316	3/19/2017 - 3/18/2018
7400	3/19/2018 - 3/18/2019
7401	3/19/2018 - 3/18/2019
7402	3/19/2018 - 3/18/2019
7403	3/19/2018 - 3/18/2019
7404	3/19/2018 - 3/18/2019
7405	3/19/2018 - 3/18/2019
7406	3/19/2018 - 3/18/2019
7407	3/19/2018 - 3/18/2019
7408	3/19/2018 - 3/18/2019
7409	3/19/2018 - 3/18/2019
7410	3/19/2018 - 3/18/2019
7411	3/19/2018 - 3/18/2019

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 43 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

7412	3/19/2018 - 3/18/2019
7413	3/19/2018 - 3/18/2019
7414	3/19/2018 - 3/18/2019
7415	3/19/2018 - 3/18/2019
7416	3/19/2018 - 3/18/2019
9013	3/19/2014 - 3/18/2015
9014	3/19/2014 - 3/18/2015
9015	3/19/2014 - 3/18/2015
9100	3/19/2015 - 3/18/2016
9101	3/19/2015 - 3/18/2016
9102	3/19/2015 - 3/18/2016
9103	3/19/2015 - 3/18/2016
9104	3/19/2015 - 3/18/2016
9105	3/19/2015 - 3/18/2016
9106	3/19/2015 - 3/18/2016
9107	3/19/2015 - 3/18/2016
9108	3/19/2015 - 3/18/2016
9109	3/19/2015 - 3/18/2016
9110	3/19/2015 - 3/18/2016
9111	3/19/2015 - 3/18/2016
9112	3/19/2015 - 3/18/2016
9113	3/19/2015 - 3/18/2016
9114	3/19/2015 - 3/18/2016
9115	3/19/2015 - 3/18/2016
9116	3/19/2015 - 3/18/2016
9118	3/19/2015 - 3/18/2016
9200	3/19/2016 - 3/18/2017
9201	3/19/2016 - 3/18/2017
9202	3/19/2016 - 3/18/2017
9203	3/19/2016 - 3/18/2017
9204	3/19/2016 - 3/18/2017
9205	3/19/2016 - 3/18/2017
9206	3/19/2016 - 3/18/2017
9207	3/19/2016 - 3/18/2017
9208	3/19/2016 - 3/18/2017
9209	3/19/2016 - 3/18/2017
9210	3/19/2016 - 3/18/2017
9211	3/19/2016 - 3/18/2017
9212	3/19/2016 - 3/18/2017
9213	3/19/2016 - 3/18/2017
9214	3/19/2016 - 3/18/2017
9215	3/19/2016 - 3/18/2017
9216	3/19/2016 - 3/18/2017
9218	3/19/2016 - 3/18/2017
9300	3/19/2017 - 3/18/2018
9301	3/19/2017 - 3/18/2018

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 44 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

9302	3/19/2017 - 3/18/2018
9303	3/19/2017 - 3/18/2018
9304	3/19/2017 - 3/18/2018
9305	3/19/2017 - 3/18/2018
9306	3/19/2017 - 3/18/2018
9307	3/19/2017 - 3/18/2018
9308	3/19/2017 - 3/18/2018
9309	3/19/2017 - 3/18/2018
9310	3/19/2017 - 3/18/2018
9311	3/19/2017 - 3/18/2018
9312	3/19/2017 - 3/18/2018
9313	3/19/2017 - 3/18/2018
9314	3/19/2017 - 3/18/2018
9315	3/19/2017 - 3/18/2018
9316	3/19/2017 - 3/18/2018
9318	3/19/2017 - 3/18/2018
9400	3/19/2018 - 3/18/2019
9401	3/19/2018 - 3/18/2019
9402	3/19/2018 - 3/18/2019
9403	3/19/2018 - 3/18/2019
9404	3/19/2018 - 3/18/2019
9405	3/19/2018 - 3/18/2019
9406	3/19/2018 - 3/18/2019
9407	3/19/2018 - 3/18/2019
9408	3/19/2018 - 3/18/2019
9409	3/19/2018 - 3/18/2019
9410	3/19/2018 - 3/18/2019
9411	3/19/2018 - 3/18/2019
9412	3/19/2018 - 3/18/2019
9413	3/19/2018 - 3/18/2019
9414	3/19/2018 - 3/18/2019
9415	3/19/2018 - 3/18/2019
9416	3/19/2018 - 3/18/2019
9418	3/19/2018 - 3/18/2019

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

#### **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:

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 45 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

(1) PCO, Naval Air Systems Command (AIR- 2.5.1.10)  
 21983 Bundy Road., Bldg 441  
 Patuxent River, MD 20670-1547

Program Office, PMA-299  
 ATTN: 7.4.1 (Linn Hamilton)  
 47123 Buse Road  
 Bldg 2272, Sutie 074.1  
 Patuxent River, MD 20670-1457

2) ACO: Refer to Block 24 of the Basic Contract

(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:

Program Office, PMA-299  
 ATTN: 7.4.1  
 47123 Buse Road  
 Bldg 2272, Sutie 074.1  
 Patuxent River, Md 20670-1547  
 Contracting Officer's Representative (COR): TBD  
 Phone: TBD

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 46 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**The services to be performed herein shall be performed at :**

**ESTIMATED FULL TIME EQUIVALENT (FTE)**

Place of Performance	Base	Option Period I	Option Period II	Option Period III	Option Period IV
Naval Air Station, Patuxent River, MD (Gov Site)	3	3	3	3	3
Contractor Site (within 30 miles of Naval Air Station, Patuxent River, MD )	38	45	45	45	45

**Note: This estimate includes the Country Option Teams**

**Government spaces will include access to a desk, phone, fax machine, copier, scanner and NMCI.**

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 47 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

**Section G information is applicable to CLINs 7000-7015 and 9000-9015 and Option Items 7100-7116, 7200-7216, 7300-7316, 7400-7416, 9100-9116, 9200-9216, 9300-9316, and 9400-9416**

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

**Contract Type:** This is a Cost Plus Fixed Fee (CPFF), Level of Effort (LOE) Task Order.

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

(a) The Contracting Officer has designated/appointed

Linn Hamilton, 7.4.1  
47123 Buse Road  
Bldg 2272, Suite 074.1  
Patuxent River, MD 20670-1457

as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

**SEE COR APPOINTMENT LETTER**

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

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization “Document type” means the type of payment request or receiving report available for creation in Wide Area Work Flow (WAWF). “Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 48 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in

WAWF, as specified by the contracting officer:

NAVAIR PMA-299

Patuxent River, MD 20670,

DODAAC: N00019

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

#### Routing Data Table\*

##### *Field Name in WAWF Data to be entered in WAWF*

Pay Official DoDAAC: HQ0338

Issue By DoDAAC: N00178

Admin DoDAAC: S2101A

Inspect By DoDAAC: N00019

Ship To Code: N00019

Ship From Code: TBD

Mark For Code: N00019

Service Approver (DoDAAC): N00019

Service Acceptor (DoDAAC): N00019

Accept at Other DoDAAC: TBD

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 49 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

LPO DoDAAC: TBD

DCAA Auditor DoDAAC: TBD

Other DoDAAC(s): TBD

*(4) Payment request and supporting documentation.*

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

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

**COR: Linn Hamilton, linn.hamilton@navy.mil**

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact: N/A

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

**SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be \_\_\_\_\_ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 50 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 329 hours per week. It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any. (i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 51 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

#### **5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22). The CLINs/SLINS covered thereby, and the period of performance for which it is estimated the allotted amount (s) will cover are as follows:

ITEMS	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*See J4 Attachment	*See J4 Attachment	*See J4 Attachment	*See J4 Attachment

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 52 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**Note: SEE ATTACHMENT J4 TASK ORDER CEILING SPREADSHEET**

(b) the parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs \_\_\_\_ \* \_\_\_\_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

\* To be provided at the task order level.

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

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

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

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A004. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A004. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment [insert appropriate contract attachment number] shall be utilized as required herein and attached to the report.

**(a) Incurred Costs:**

(1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 53 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

"Summary" tabs include in Attachment J7.

(2) Labor: Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment J7. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

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

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

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

(a) Contract Administration Office.

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 54 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(b) The following payment instructions apply to this contract:

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

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

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

----X---- (4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

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

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

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

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

(9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 55 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

#### 252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

#### Accounting Data

SLINID	PR Number	Amount
700001	1300405866	6
LLA :		
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456		
CIN 13004058660001:		
700101	1300405866	
LLA :		
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456		
CIN 13004058660001:		
700201	1300406098	
LLA :		
AF 97-11X8242 2884 000 74842 0 065916 2D PATV44 COST CODE: 301660250SCF		
CIN 13004060980001:		
700301	1300406222	
LLA :		
AC 97-11X8242 2842 000 74422 0 065916 2D PBRS44 COST CODE: 335381310SDE		
CIN 13004062220001: \$97,643.97		
700302	1300405866	
LLA :		
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456		
CIN 13004058660001: \$40,320.00		
700401	1300405866	
LLA :		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M812	03	56 of 107	

AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660001: \$.

700501 1300406034  
LLA :  
AR 97-11X8242 2818 000 74182 0 065916 2D PDEN44 COST CODE: 308680490SAE  
CIN 13004060340001: --

700502 1300406034  
LLA :  
AS 97-11X8242 2818 000 74182 0 065916 2D PDEN44 COST CODE: 308680890SAE  
CIN 13004060340003: \$

700601 1300406109  
LLA :  
AJ 97-11X8242 2810 000 74102 0 065916 2D PGR04N COST CODE: 119380040GKY  
CIN 13004061090001: \$

700602 1300405866  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660001: \$

700701 1300406109  
LLA :  
AM 97-11X8242 2829 000 74292 0 065916 2D PIS04N COST CODE: 315780090GNY  
CIN 13004061090002: \$

700702 1300405866  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660001:

700801 1300406109  
LLA :  
AN 97-11X8242 2862 000 74622 0 065916 2D PJA044 COST CODE: 330280060FTH  
CIN 13004061090003: \$

700802 1300405866  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660001: \$

700901 1300406109  
LLA :  
AK 97-11X8242 2813 000 74132 0 065916 2D PSNF44 COST CODE: 333880040GEN  
CIN 13004061090004: \$

700902 1300406109  
LLA :  
AL 97-11X8242 2813 000 74132 0 065916 2D PSNF45 COST CODE: 316582020GEH  
CIN 13004061090005: \$

700903 1300405866  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660001: --

701001 1300406272  
LLA :  
AA 97-11X8242 2815 000 74152 0 065916 2D PSPA43 COST CODE: 303080040SCY  
CIN 13004062720001: \$

701002 1300405866  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660001: \$

701101 1300406109 !  
LLA :  
AP 97-11X8242 2864 000 74642 0 065916 2D PTH043 COST CODE: 934980680LDU  
CIN 13004061090007: \$5

701102 1300406109  
LLA :  
AQ 97-11X8242 2864 000 74642 0 065916 2D PTHJ44 COST CODE: 712082160SCN  
CIN 13004061090006: .

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M812	03	57 of 107	

701103 1300405866  
 LLA :  
 AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
 CIN 130040586600001: \$

900001 1300405866 :  
 LLA :  
 AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
 CIN 130040586600002: \$

900201 1300406098 :  
 LLA :  
 AG 97-11X8242 2884 000 74842 0 065916 2D PATV44 COST CODE: 301660260SCF  
 CIN 130040609800002: \$

900301 1300406222 :  
 LLA :  
 AD 97-11X8242 2842 000 74422 0 065916 2D PBRS44 COST CODE: 335381320SDE  
 CIN 130040622200002: \$

900501 1300406034  
 LLA :  
 AT 97-11X8242 2818 000 74182 0 065916 2D PDEN44 COST CODE: 308680500SAE  
 CIN 130040603400002: \$

900502 1300406034  
 LLA :  
 AU 97-11X8242 2818 000 74182 0 065916 2D PDEN44 COST CODE: 308680900SAE  
 CIN 130040603400004: \$

900701 1300406109  
 LLA :  
 AM 97-11X8242 2829 000 74292 0 065916 2D PIS04N COST CODE: 315780090GNY  
 CIN 130040610900002: \$

900801 1300406109  
 LLA :  
 AN 97-11X8242 2862 000 74622 0 065916 2D PJA044 COST CODE: 330280060FTH  
 CIN 130040610900003: ^~

900901 1300406109  
 LLA :  
 AL 97-11X8242 2813 000 74132 0 065916 2D PSNF45 COST CODE: 316582020GEH  
 CIN 130040610900005: \$

901001 1300406272 :  
 LLA :  
 AB 97-11X8242 2815 000 74152 0 065916 2D PSPA43 COST CODE: 303080050SCY  
 CIN 130040627200002: \$

901101 1300406109  
 LLA :  
 AQ 97-11X8242 2864 000 74642 0 065916 2D PTHJ44 COST CODE: 712082160SCN  
 CIN 130040610900006: \$

901801 1300406272  
 LLA :  
 AB 97-11X8242 2815 000 74152 0 065916 2D PSPA43 COST CODE: 303080050SCY  
 CIN 130040627200002: .

901802 1300406222 :  
 LLA :  
 AE 97-11X8242 2842 000 74422 0 065916 2D PBRS44 COST CODE: 335381330SDE  
 CIN 130040622200003: :

901803 1300406098  
 LLA :  
 AH 97-11X8242 2884 000 74842 0 065916 2D PATV44 COST CODE: 301660270SCF  
 CIN 130040609800003: \$

901804 1300406109  
 LLA :  
 AL 97-11X8242 2813 000 74132 0 065916 2D PSNF45 COST CODE: 316582020GEH  
 CIN 130040610900005: \$

901805 1300406034

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 58 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

LLA :  
AU 97-11X8242 2818 000 74182 0 065916 2D PDEN44 COST CODE: 308680900SAE  
CIN 13004060340004: \$

901806 1300405866 :  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660002: \$3,500.00

BASE Funding 2  
Cumulative Funding 22'

MOD 01 Funding 0.00  
Cumulative Funding 2

MOD 02

700002 1300405866-0001  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660004: \$311,388.41

700102 1300405866-0001  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660004: :

700303 1300405866-0001  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660004: \$

700402 1300405866-0001  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660004: :

700703 1300405866-0001  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660004: :

700904 1300405866-0001  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660004:

701003 1300405866-0001  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660004: \$

701201 1300405866-0001 3  
LLA :  
AV 97-11X8242 PRP4 252 00019 0 050120 2D 000000 COST CODE: A00002146456  
CIN 13004058660004: \$

MOD 02 Funding  
Cumulative Funding

MOD 03

700202 1300406098-0001  
LLA :  
AF 97-11X8242 2884 000 74842 0 065916 2D PATV44 COST CODE: 301660250SCF  
CIN 13004060980004: :  
FMS Case AT-P-SCF (Australia)

700503 1300431879  
LLA :  
AW 97-11X8242 2818 000 74182 0 065916 2D PDEN44 409080590SAE  
CIN 13004318790001: \$  
FMS Case DE-P-SAE (Denmark)

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 59 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**MOD 03 Funding :**  
**Cumulative Funding**

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 60 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All provisions and clauses of Section H of the Basic Seaport-e Multiple Award Contract apply to

this task order, unless otherwise specified in this task order, in addition to the following:

Per direction of AIR 2.5, NAVAIR clause 5252.242-9502 is now required for all NAWCAD service contracts. Therefore, this clause has been included in Section H. AIR 10.0 does not currently plan to use TDLs and this clause is only being included per AIR 2.5 direction. If AIR 10.0 later decides to utilize TDLs, a TDL Administration Plan will be completed and approved and language will also be added to the Statement of Work at that time, in accordance with NAVAIR Contracts Competency Instruction 4200.60.

## H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the Seaport Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.
2. In addition, the Contractor agrees to assign to the Task Order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.
3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
  - an explanation of the circumstances necessitating the substitution;
  - a complete resume of the proposed substitute; and
  - any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

## H-22 BURDENED LABOR RATE TRIPWIRE

The contractor's fully burdened labor rates for the base year and for each option year, as proposed in Attachment P7 Fully Burdened Labor Rates, shall be incorporated by reference into

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 61 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

this task order.

- (a) The fully burdened labor rate per hour shall not exceed the proposed fully burden hourly rate per labor category, during the performance of this task order, unless authorized in writing by the Contracting Officer.
- (b) Furthermore, unless otherwise authorized in writing by the Contracting Officer, the fully burdened labor rates authorized under this task order shall not exceed the established fully burdened functional labor rates as defined herein. The established fully burdened annualized labor rates\* (otherwise referred to as "tripwires" by functional labor areas) applicable to this task order are defined below.

Functional Labor Area	Solicitation Labor Category	Fully Burdened Annualized Labor Rate Tripwire (\$/WY)	Fully Burdened Labor Rate Per Hour Tripwire (\$/HR)
Program Management	FMS Program Manager	\$250K	\$130.00
	FMS Program Analyst		
Business	FMS Financial Analyst	\$192K	\$100.00
Engineering	FMS Engineer	\$250K	\$130.00
	FMS Subject Matter Expert/Consultant		
Logistics	FMS Logistics Analyst	\$192K	\$100.00

\*A "Fully Burdened Annualized Labor Rate" is calculated by taking the fully burdened labor rate per hour (inclusive of fee), and multiplying that figure by 1,920 hours. The fully burdened labor cost for any proposed subcontractor labor will be calculated in a similar manner and will also be inclusive of all pass-through costs being applied by the prime.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 62 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment J1 will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

(8) "Affiliates", means officers or employees of the prime contractor and first tier

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 63 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

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

(e) Contracting restrictions.

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

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

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

[ ] (4) To the extent work to be performed under this contract requires evaluation of offers

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 64 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

[ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

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

[ X ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 65 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

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

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

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

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

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 66 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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.

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

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

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

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

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

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

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

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 67 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

within the United States of America in and to the trademark set forth below.

- (b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.
- (c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navair.navy.mil/>
- (d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.
- (e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.
- (f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to *exercise of any of the rights granted under this clause*, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

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

- (a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.
- (b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 68 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 69 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

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

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

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

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

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

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

(c) The Government shall reimburse the Contractor for hardware and services authorized under NAVAIR Clause 5252.245-9500 that are ordered under the CoSC including applicable indirect

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 70 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

burdens (general & administrative, etc.) but excluding profit or fee.

- (d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with Attachment J6 in Section J.
- (e) See Attachment J6 in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.
- (f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment J6 in Section J.

#### **5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)**

- (a) **Definition.** Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.
  - (i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."
- (b) **Scope.** The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.
- (c) **Limitations.** When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.
  - (i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.
  - (ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.
  - (iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 71 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

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

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

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

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

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

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 72 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Ms. Margaret Hayden-Stone  
AIR 2.5.1.10  
(301) 757-7141  
Email: [margaret.hayden-ston@navy.mil](mailto:margaret.hayden-ston@navy.mil)  
Naval Air Warfare Center Aircraft Division  
21983 Bundy Road, Building 441  
Patuxent River, MD 20670

**5252.215-9511 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION (NAVAIR)(OCT 2005)**

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 73 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 74 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## SECTION I CONTRACT CLAUSES

Contract Clauses in Section I in the Contractor's Basic Seaport-e IDIQ are incorporated into this Task Order by reference:

The following clauses are incorporated by reference:

**52.216-8 FIXED FEE (MAR 1997)**

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

The following clauses are incorporated by full text:

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

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

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

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

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

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing

advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 75 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

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

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

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

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

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

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 76 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

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

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

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

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

(C) Gifts, including travel; and

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

(2) For each covered employee—

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

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

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

(3) Inform covered employees of their obligation—

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

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

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

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

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

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 77 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

- (i) Failure by a covered employee to disclose a personal conflict of interest;
  - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
  - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver.

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

- (i) Agreement to a plan to mitigate the personal conflict of interest; or
- (ii) A waiver of the requirement.

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

(3) The Contractor shall—

- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
- (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

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

- (1) That exceed \$150,000; and
  - (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 78 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's

preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 79 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

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

- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
  - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans,

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 80 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

- grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.
- (h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
- (1) When no longer needed for contract performance.
  - (2) Upon completion of the Contractor employee's employment.
  - (3) Upon contract completion or termination.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 81 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

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

**(a) Exceptions from certified cost or pricing data.**

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

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

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

**(A) If—**

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 82 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

### **52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

### **52.216-1 TYPE OF CONTRACT (APR 1984)**

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 83 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

## 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\*The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

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

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

- (1) Leaves or left DoD service on or after January 28, 2008; and
- (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 84 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

in excess of \$10 million, and serves or served—

- (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
  - (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
  - (C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
- (ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.
- (b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.
- (c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

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

- (a) *Definitions.* As used in this clause—
- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
  - (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
  - (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
  - (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
  - (5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
    - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 85 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 86 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 87 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

- (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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 88 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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
  - (i) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.
  - (iv) The Contractor acknowledges that—
    - (A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;
    - (B) The Contractor will be notified of such release or disclosure;
    - (C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 89 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

restrictions) may waive in writing the requirement for a non-disclosure agreement;

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 90 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

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

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

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

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

Date	<hr/>
Printed Name and Title	<hr/>
	<hr/>
Signature	<hr/>

(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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 91 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

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

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.	
Contractor Name	
Contractor Address	
Expiration Date	

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

(End of legend)

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 92 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## LIMITED RIGHTS

Contract No.	
Contractor Name	
Contractor Address	

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

(End of legend)

*(4) Special license rights markings.*

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

## SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 93 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

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

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

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

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

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

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

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

*(k) Applicability to subcontractors or suppliers.*

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4466	M812	03	94 of 107	

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

- (3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.
- (4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.
- (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

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

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

- (1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—
  - (i) Has been sold, leased, or licensed to the public;
  - (ii) Has been offered for sale, lease, or license to the public;
  - (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial 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 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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 95 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

computer databases or computer software documentation.

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 96 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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 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 (archiving, 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;

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii) 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 of the modified software to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government controlled;

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 97 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

receiving access to the software for performance of a Government contract that contains the 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 software, or use software decompiled, disassembled, or reverse engineered by the Government to paragraph (a)(15)(iv) of this clause, for any other purpose; and

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

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

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

(iv) Computer software or computer software documentation that is otherwise publicly available and has been released or disclosed by the Contractor or subcontractor without restriction on further use, re-use 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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 98 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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 any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government property 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 property 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 property 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 in performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legend.

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 99 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(iii) The Contractor acknowledges that—

- (A) Restricted rights computer software is authorized to be released or disclosed to covered 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 clause) require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;
- (D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.22 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Legends, and shall not include any additional terms and conditions unless mutually agreed by the parties to the non-disclosure agreement; and
- (E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) *Specifically negotiated license rights.*

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

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or 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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 100 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

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

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

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

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

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

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

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

\*Generally, development at private expense, either exclusively or partially, is the only basis for ass

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 101 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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 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 a contract, or specifically negotiated licenses).

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

Date	<hr/>
Printed Name and Title	<hr/>
	<hr/>
Signature	<hr/>

(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.

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 102 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.	
Contractor Name	
Contractor Address	
Expiration Date	

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. These restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.	
Contractor Name	
Contractor Address	

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

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights are

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 103 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 104 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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 Cont to acquire rights in subcontractor or supplier computer software or computer software documental the subcontractor or supplier has been paid for such rights under any other Government contract o a license conveying the rights to the Government; and

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

(End of clause)

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 105 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 106 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

(LIST)*****	(LIST)	(LIST)	(LIST)
-------------	--------	--------	--------

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

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

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

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

\*\*\*\*\*Enter “none” when all data or software will be submitted without restrictions.

Date	_____
Printed Name and Title	_____
	_____
Signature	_____

(End of identification and assertion)

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

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

(End of provision)

CONTRACT NO. N00178-05-D-4466	DELIVERY ORDER NO. M812	AMENDMENT/MODIFICATION NO. 03	PAGE 107 of 107	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

## SECTION J LIST OF ATTACHMENTS

Exhibit A: Contract Data Requirements List, CDRLS A001 - A004

- Attachment J1 - Organizational Conflict of Interest
- Attachment J3 - Surveillance Activity Checklist
- Attachment J4 - Task Order Ceiling Spreadsheet as of Mod 02
- Attachment J4 - Task Order Ceiling Spreadsheet as of Mod 03
- Attachment J5 - DD Form 254 (Draft Copy - for Bidding Only)
- Attachment J6 - NAVAIR Processes and Procedures for NMCI Access
- Attachment J7 - Incurred Cost and Progress Reporting for Services