AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
U	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
02	17-Sep-2014	1300396770-0001, 1300453047	N/A

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
	N00421		S2101A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
Elizabeth.Goddard@navy.mil 301-757-8949

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*
Naval Systems, Inc.
21491 Great Mills Road Suite 100
Lexington Park MD 20653-1220

CAGE CODE 3PWC2 | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

[X] 10A. MODIFICATION OF CONTRACT/ORDER NO.
N00178-05-D-4466-M811

10B. DATED *(SEE ITEM 13)*
01-Feb-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: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)*SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 Limitation of funds and Mutual Agreement of Both Parties
[ ]	D. OTHER *(Specify type of modification and authority)*

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

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
DIANA M. WALDORF, SENIOR CONTRACTS SPECIALIST		Victoria S Thompson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/DIANA M. WALDORF *(Signature of person authorized to sign)*	18-Sep-2014	BY /s/Victoria S Thompson *(Signature of Contracting Officer)*	18-Sep-2014

GENERAL INFORMATION

The purpose of this modification is to 1) realign ceiling from CLIN 6001 to 6003, and 2) incrementally fund CLINS 4000, 4001, 6000 and 6003 for continual service. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From ($)	By ($)	To ($)
400002	WPN	0.00		
400102	Fund Type - OTHER	0.00		
600002	WPN	0.00		
600302	FMS	0.00		
600303	FMS	0.00		
600304	FMS	0.00		
600305	FMS	0.00		

The total value of the order is hereby increased from $ by $0.00 to $

CLIN/SLIN	From ($)	By ($)	To ($)
6001			
6003			

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To

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
4000	R408	Base Period: Labor in Support of SOW Paragraph 4.1; WPN Funds; Cost-Plus-Fixed-Fee (WPN). (WPN)	1.0	LO			
400001	R408	Funding in support of CLIN 4000 (WPN)					
400002	R408	Funding in support of CLIN 4000 (WPN)					
4001	R408	Base Period: Labor in Support of SOW Paragraph 4.1; MPAF Funds; Cost-Plus-Fixed-Fee (MPAF). (Fund Type - OTHER)	1.0	LO			
400101	R408	Funding in support of CLIN 4001 (Fund Type -OTHER)					
400102	R408	Funding in support of CLIN 4001 (Fund Type -OTHER)					
4002	R408	Base Period: Labor in Support of SOW Paragraph 4.2; RDT&E Funds;Cost-Plus-Fixed-Fee (RDT&E). (RDT&E)	1.0	LO			
4003	R408	Base Period: Labor in Support of SOW Paragraph 4.3 and 4.5; O&MNFunds; Cost-Plus-Fixed-Fee (O&MN). (O&MN,N)	1.0	LO			
400301	R408	Funding in support of CLIN 4003 (O&MN,N)					
4004	R408	Base Period: Labor in Support of SOW Paragraph 4.4 and 4.5; FMS Funds; Cost-Plus-Fixed-Fee (FMS). (FMS Case #TB-D-TBD)	1.0	LO			
400401	R408	FMS funding in support of CLIN 4004 (Korea - Case KS-P-AJW) (FMS)					
400402	R408	FMS funding in support of CLIN 4004 (Korea - Case KS-P-AKR) (FMS)					
400403	R408	FMS funding in support of CLIN 4004 (Czech Rep -Case EZ-P-GAA) (FMS)					
400404	R408	FMS funding in support of CLIN 4004 (Morocco - Case MO-P-AAJ) (FMS)					
400405	R408	FMS funding in support of CLIN 4004 (Morocco - Case MO-P-AAK) (FMS)					
400406	R408	FMS funding in support of CLIN 4004 (Poland - Case PL-P-GAP) (FMS)					
400407	R408	FMS funding in support of CLIN 4004 (Switzerland- Case SZ-P-AAN) (FMS)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400408	R408	FMS funding in support of CLIN 4004 (Malaysia - Case MF-P-AAD) (FMS)					
400409	R408	FMS funding in support of CLIN 4004 (Kuwait - Case KU-P-ABI) (FMS)					
400410	R408	FMS funding in support of CLIN 4004 (Turkey - Case TK-P-AHX) (FMS)					
400411	R408	FMS funding in support of CLIN 4004 (Iraq - CaseIQ-P-LAN) (FMS)					
400412	R408	FMS funding in support of CLIN 4004 (Canada - Case CN-P-GMU) (FMS)					
400413	R408	FMS funding in support of CLIN 4004 (Finland - Case FI-P-AAI) (FMS)					
400414	R408	FMS funding in support of CLIN 4004 (NATO - CaseN3-P-GAG) (FMS)					
400415	R408	FMS funding in support of CLIN 4004 (Belgium - Case BE-P-GAV) (FMS)					
400416	R408	FMS funding in support of CLIN 4004 (Saudi Arabia - Case SR-D-SAI) (FMS)					

For Cost Type / NSP Items

4005	Base Period: Technical Data inAccordance with SOW Paragraph 4.6; Not Separately Priced	$0.00
4006	Base Period: OPSEC Plan in Accordance with SOW Paragraph 4.8; Not Separately Priced	$0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4010	R408	Base Period: Labor Increased Capacity (10%) insupport of CLIN's4000-4004.(OPTION) (TBD)Option (Fund Type - TBD) Option	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base Period: Other Direct Costs in Support of SOW Paragraph 4.1 and 4.7; WPN Funds; Cost-Reimbursable(WPN). (WPN)	1.0	LO	
600001	R408	Funding in support of CLIN 6000 (WPN)			
600002	R408	Funding in support of CLIN 6000 (WPN)			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R408	Base Period: Other Direct Costs in Support of SOW Paragraph 4.4, 4.5 and 4.7;FMS Funds; Cost-Reimbursable(FMS). (FMS Case #TB-D-TBD)	1.0	LO	
600101	R408	Funding to support CLIN 6001(Czech Rep - CaseEZ-P-GAA) (FMS)			
600102	R408	Funding to support CLIN 6001(Israel - Case IS-P-AUG) (FMS)			
600103	R408	Funding to support CLIN 6001(Korea - Case KS-P-AKR) (FMS)			
600104	R408	Funding to support CLIN 6001(Denmark - Case DE-P-ADW) (FMS)			
600105	R408	Funding to support CLIN 6001(Egypt - EG-P-GIU) (FMS)			
600106	R408	Funding to support CLIN 6001(Saudi Arabia - SR-D-SAI) (FMS)			
6002	R408	Base Period: Support of Government property (NMCI seats) authorizedin Attachment J5 in accordance with 5252.237-9503. (WPN Funds) (WPN)(WPN)	1.0	LO	
600201	R408	Funding in support of CLIN 6002 (WPN)			
6003	R408	Base Period: Support of Government property (NMCI seats) authorizedin Attachment J5 in accordance with 5252.237-9503. (FMS Funds) (FMS)(FMS Case #TB-D-TBD)	1.0	LO	
600301	R408	Funding in support of CLIN 6003 (Egypt - Case EG-P-GIU) (FMS)			
600302	R408	Funding in support of CLIN 6003 (Morocco- Case MO-P-AAJ) (FMS)			
600303	R408	Funding in support of CLIN 6003 (Netherlands- Case NE-P-AGE) (FMS)			
600304	R408	Funding in support of CLIN 6003 (FMS)			
600305	R408	Funding in support of CLIN 6003 (FMS)			
6010	R408	Base Period: ODC Increased Capacity (10%) insupport of CLIN's6000-6003.(OPTION) (TBD)Option (Fund Type - TBD)	1.0	LO	
		Option			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R408	Option Period I: Labor in Support of SOW Paragraph 4.1; WPN Funds; Cost-Plus-Fixed-Fee (WPN). (WPN)	1.0	LO			
		Option					
7101	R408	Option Period I: Labor in Support of SOW Paragraph 4.1; MPAF Funds; Cost-Plus-Fixed-Fee (MPAF). (Fund Type - OTHER)	1.0	LO			
		Option					
7102	R408	Option Period I: Labor in Support of SOW Paragraph 4.2; RDT&E Funds;Cost-Plus-Fixed-Fee (RDT&E). (RDT&E)	1.0	LO			
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7103	R408	Option Period I: Labor in Support of SOW Paragraph 4.3 and 4.5; O&MNFunds; Cost-Plus-Fixed-Fee (O&MN). (O&MN,N) Option	1.0	LO			
7104	R408	Option Period I: Labor in Support of SOW Paragraph 4.4 and 4.5; FMS Funds; Cost-Plus-Fixed-Fee (FMS). (FMS Case #TB-D-TBD) Option	1.0	LO			

For Cost Type / NSP Items

7105	Option Period I: Technical Data inAccordance with SOW Paragraph 4.6; Not Separately Priced	$0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7110	R408	Option Period I: Labor Increased Capacity (10%) insupport of CLIN's7100-7104.(OPTION) (TBD)Option (Fund Type - TBD) Option	1.0	LO			
7200	R408	Option Period II:Labor in Support of SOW Paragraph 4.1; WPN Funds; Cost-Plus-Fixed-Fee (WPN). (WPN) Option	1.0	LO			
7201	R408	Option Period II:Labor in Support of SOW Paragraph 4.1; MPAF Funds; Cost-Plus-Fixed-Fee (MPAF). (Fund Type - OTHER) Option	1.0	LO			
7202	R408	Option Period II:Labor in Support of SOW Paragraph 4.2; RDT&E Funds;Cost-Plus-Fixed-Fee (RDT&E). (RDT&E) Option	1.0	LO			
7203	R408	Option Period II:Labor in Support of SOW Paragraph 4.3 and 4.5; O&MNFunds; Cost-Plus-Fixed-Fee (O&MN). (O&MN,N) Option	1.0	LO			
7204	R408	Option Period II:Labor in Support of SOW Paragraph 4.4 and 4.5; FMS Funds; Cost-Plus-Fixed-Fee (FMS). (FMS Case #TB-D-TBD) Option	1.0	LO			

For Cost Type / NSP Items

7205 Option Period II:Technical Data inAccordance with SOW Paragraph 4.6; Not Separately Priced $0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7210	R408	Option Period II:Labor Increased Capacity (10%) insupport of CLIN's7200-7204.(OPTION) (TBD)Option (Fund Type - TBD) Option	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R408	Option Period I: Other Direct Costs in Support of SOW Paragraph 4.1 and 4.7; WPN Funds; Cost-Reimbursable(WPN). (WPN) Option	1.0	LO	
9101	R408	Option Period I: Other Direct Costs in Support of SOW Paragraph 4.4, 4.5, and 4.7; FMS Funds; Cost-Reimbursable(FMS). (FMS Case #TB-D-TBD) Option	1.0	LO	
9102	R408	Option Period I: Support of Government property (NMCI seats) authorizedin Attachment J5 in accordance with 5252.237-9503. (WPN Funds) (WPN)(WPN) Option	1.0	LO	
9103	R408	Option Period I: Support of Government property (NMCI seats) authorizedin Attachment J5 in accordance with 5252.237-9503. (FMS Funds) (FMS)(FMS Case #TB-D-TBD) Option	1.0	LO	
9110	R408	Option Period I: ODC Increased Capacity (10%) insupport of CLIN's9100-9103.(OPTION) (TBD)Option (Fund Type - TBD) Option	1.0	LO	
9200	R408	Option Period II:Other Direct Costs in Support of SOW Paragraph 4.1 and 4.7; WPN Funds; Cost-Reimbursable(WPN). (WPN) Option	1.0	LO	
9201	R408	Option Period II:Other Direct Costs in Support of SOW Paragraph 4.4, 4.5, and 4.7; FMS Funds; Cost-Reimbursable(FMS). (FMS Case #TB-D-TBD) Option	1.0	LO	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9202	R408	Option Period II:Support of Government property (NMCI seats) authorizedin Attachment J5 in accordance with 5252.237-9503. (WPN Funds) (WPN)(WPN) Option	1.0	LO	
9203	R408	Option Period II:Support of Government property (NMCI seats) authorizedin Attachment J5 in accordance with 5252.237-9503. (FMS Funds) (FMS)(FMS Case #TB-D-TBD) Option	1.0	LO	
9210	R408	Option Period II:ODC Increased Capacity (10%) insupport of CLIN's9200-9203.(OPTION) (TBD)Option (Fund Type - TBD) Option	1.0	LO	

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.

(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.

11RA HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

11RA HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, 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 equal to TBD percent (*%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE

COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

*See Task Order Ceiling Spreadsheet - Attachment J3.

11RA HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)

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

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

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

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

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

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

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

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4000, 4001, 4002, 4003, 4004, 4010, 7100, 7101, 7102, 7103, 7104, 7110, 7200, 7201, 7202, 7203, 7204, 7210 - The Contractor shall provide supplies/services in accordance with Section C Statement of Work (SOW) for Program Management Support Services to support the requirements of NAVAIR PMA 259, Air-to-Air Missiles.

Items 6000, 6001, 6010, 9100, 9101, 9110, 9200, 9201, 9210 - The contractor shall provide material and travel in accordance with section 4.7 of the statement of work.

Items 6002, 6003, 6010, 9102, 9103, 9110, 9202, 9203, 9210 - The contractor shall provide NMCI equipment in accordance with section 4.7 of the Statement of Work.

Items 4005, 4006, 7105, 7205 - The data to be furnished hereunder shall be in accordance with Exhibit (A) DD1423, Contract Data Requirements List (CDRL) and sections 4.6 and 4.8 of the Statement of Work.

PMA-259 AIR-TO-AIR MISSILES PROGRAM OFFICE SUPPORT

STATEMENT OF WORK

1.0 Introduction

The Air-to-Air Missiles Program Office (PMA-259), a program under the Program Executive Officer, Tactical Aircraft Programs, supports multiple Joint USN and USAF Air-to-Air Missiles programs including the AIM-7 Sparrow, the AIM-9M Sidewinder, AIM-9X Sidewinder, and the AIM-120 Advanced Medium Range Air-to-Air Missile (AMRAAM). The Contractor shall perform all PMA-259 program tasks described below.

2.0 Scope of Work

This is a Level of Effort, Cost-Plus-Fixed-Fee (CPFF) Task Order. CPFF Contract Line Item Numbers (CLINs) will be used for labor, and cost-reimbursable CLINs will be used for travel, NMCI and material. There are multiple programs that are supported by this contract. The effort to be provided to these programs are outlined below and aligned by CLIN for tracking and billing purposes.

3.0 Reserved

4.0 Program Support

4.1 PMA-259 Weapons (Missile) Procurement Labor, (Items 4000, 4001 and Options 7100, 7101, 7200 and 7201)

The Contractor shall provide programmatic, technical, and execution support for the AIM-9X Sidewinder and AIM-120 AMRAAM in support of missile upgrades, production, and deliveries. The Contractor shall provide technical support, execution and review of Joint USN/USAF Sidewinder and AMRAAM Air-to-Air Missile Integrated Program Teams (IPTs) for the improvement of existing processes, while ever vigilant to gaining and implementing efficiencies where possible, as the domestic AIM-9M legacy missile system is replaced by the AIM-9X, and the domestic Sparrow legacy missile system is replaced by AMRAAM. The Contractor shall collect, compile, and analyze projected/actual cost data for all fiscal years (FYs) required to support and complete each program budget submission. Production/upgrades costs include, but are not limited to, All-Up-Round, Captive Air Training Missiles, Containers, Engineering Change Orders, Special Test and Test Equipment, Non-Recurring Engineering (NRE), Government Systems Engineering/Program Management Support, Support Equipment (Peculiar Support/BIT Reprogram), Training Equipment, Pubs/Tech Data, Production Technical Support, and Initial Spares.

The Contractor shall:

(1) Incorporate project and cost data for production and upgrades of engineering and logistics support requirements into team spend plans, data calls, and supporting financial documents

(2) Coordinate with AIR-4.2 cost analysis to ensure actual costs and approved program changes are reflected in the production cost model

(3) Analyze financial execution status for all program costs to identify areas of concern, determine programmatic causes for plan variances and recommend areas for improvement or corrective action

(4) Review/analyze procurement documentation (e.g. SOWs, delivery schedules) and recommend changes needed to ensure consistency with approved plans

(5) Recommend allocation/reallocation of available resources to ensure timely execution of funds and preclude placing program at risk due to poor performance

(6) Collect and analyze data regarding existing procedures and patterns of performance, and recommend process improvements to ensure efficient and effective use of program resources associated with missile systems programs in production.

(7) Support the Sidewinder and AMRAAM IPT's in coordinating and implementing updates to production program protection plans, to ensure appropriate policies and procedures are in place to protect classified information

(8) Assist the Sidewinder and AMRAAM IPT's in preparing technical reports/presentations /briefings using Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat software.

(9) Assist the Sidewinder and AMRAAM IPT's with gathering, coordinating, validating and submitting documentation required to execute contracting actions necessary to comply with the NAVAIR Procurement Initiation Package (PID) process, in support of the weapons maintenance program.

4.2 Research, Development, Test and Evaluation (RDTE) Labor (Item 4002, and Options 7102 and 7202)

The Contractor shall provide support services integral to the follow-on test/evaluation and production of the joint USN/USAF Sidewinder and AMRAAM programs. This will be accomplished by concurrently supporting the development and execution of the software and hardware roadmap through participation as a member of the joint government and prime vendor team for Program Management Reviews, Weekly Team Telecons/VTCs, Technical Product Reviews, and Weapons Advanced Technology Review Board participation. The contractor shall coordinate with the IPT leads for the development of the annual software Program Related Engineering (PRE) and PRE Follow-On Test and Evaluation (FOT&E) funding requests. The contractor shall support roadmap/requirements planning, system certification execution planning, and production and quality assurance. The Contractor shall coordinate with the Director of Test, Director of Engineering, Class Desk, and Production Manager for test, evaluation, planning and execution for developmental and operational tests of PMA-259 missile systems and their components, including monitoring of missile test results, analysis, modeling and simulation, deficiency reports, and risk assessments. The contractor shall provide support in updates to the Test and Evaluation Master Plan, flight clearance and platform integration status, and provide

support for the Test and Evaluation Working Group and weekly Test and Evaluation Working Group teleconferences.

The Contractor shall:

(1) Support the joint USN/USAF Sidewinder and AMRAAM IPTs in the execution of the USAF Warfighter Rapid Acquisition Program (WRAP) projects, similar follow-on WRAP projects, and other technology demonstration efforts utilizing Sidewinder and AMRAAM hardware/software

(2) Support the tracking status, integration/delivery schedules of Government furnished/Contractor furnished equipment

(3) Support the review and validation of Government Furnished Property/Government Furnished Equipment/Government Furnished Information requirements, scheduling, and costs for developmental missile and sub-systems

(4) Support the Class Desks, Chief Engineers, and representatives from the primary contractor of the missile systems for specific hardware and software tracking, management, integration, and delivery requirements

(5) Provide the Sidewinder and AMRAAM IPTs support in developing program briefs including, but not limited to Executive Review Boards (ERB), Program Reviews, and Program Requirements Reviews (PRR)

(6) Support the Sidewinder and AMRAAM IPT's in coordinating and implementing updates to research and development program protection plans, to ensure appropriate policies and procedures are in place to protect classified information

(7) Assist the Sidewinder and AMRAAM IPT's in preparing technical reports/presentations /briefings using Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat software.

(8) Assist the Sidewinder and AMRAAM IPT's with gathering, coordinating, validating and submitting documentation required to execute contracting actions necessary to comply with the NAVAIR Procurement Initiation Package (PID) process, in support of the weapons maintenance program.

4.3 Operations and Maintenance Labor (Item 4003, and Options 7103 and 7203)

The Contractor shall provide program support operations services to the program logistics managers integral the operation and sustainment of the Joint USN/USAF AMRAAM, Sidewinder, Sparrow and Sea Sparrow missile systems weapons maintenance program.

The contractor shall:

(1) Provide support to the program logistics managers in developing and implementing weapons maintenance cost planning, budget projections, and program health assessments.

(2) Assist the program logistics manager in the development, preparation, and update of input to weapons maintenance program briefs to ensure data is accurate and consistent with approved plans and key program events

(3) Assist the program logistics manager in analyzing and validating weapons maintenance program projected and actual cost data and then recommend changes to ensure program requirements and alternate acquisition strategies are properly priced, phased, balanced, and executable.

(4) Provide support to the program logistics manager in the development and update to the weapons maintenance program spend plans, and provide information required to prepare/analyze /route funding documents

(5) Assist the program logistics manager in reviewing and analyzing funding execution status for all weapons maintenance programs.

(6) Assist the program logistics manager in preparing technical reports/presentations/briefings using Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat software.

(7) Assist the program logistics manager in maintaining configuration control of missile maintenance briefing materials via management of both the unclassified "Share-drive" and the Secret Internet Protocol Router Network (SIPRNET)/classified computer room.

(8) Assist the program logistics manager in monitoring and providing approved information for the Raytheon Missile Systems PDM System, "DOCUSHARE" and "Warfighter Web Page."

(9) Assist the program logistics manger with gathering, coordinating, validating and submitting documentation required to execute contracting actions necessary to comply with the NAVAIR Procurement Initiation Package (PID) process, in support of the weapons maintenance program.

4.4 Foreign Military Sales (FMS) Labor, (Item 4004 and Options 7104, and 7204)

The Contractor shall provide a broad range of FMS support functions including cost, economic, business analysis, and studies of the Sparrow and Sidewinder programs for development of Price & Availability (P&A) Data, evaluation of data for use in Letters of Offer and Acceptance (LOA), support in compliance with Security Assistance Program policies, procedures, and legislation; support of co-production, direct sale, and offset programs, technology transfer issues, program and financial support from case development to case closure; and maintenance of business accounting and tracking system for all business requirements.

The contractor shall:

(1) Provide cradle-to-grave FMS support for all PMA-259 foreign customers. Support includes providing cost, economic, and business analyses of the foreign customers Sparrow and Sidewinder programs; providing recommendations and developing P & A Data, LOAs, amendments, and modifications in the Defense Security Assistance Management System (DSAMS), FMS planning directives; coordinating and participating in program definition meetings, site surveys, management planning meetings, Status Review Meeting (SRMs), and Program Management Reviews (PMRs); and ensuring compliance with all current policy, business principles, and legislation applicable to US Security Assistance Programs.

(2) Provide support for the assessment, development, and execution of international agreements, Memorandums of Agreement/Understanding, co-production agreements and all associated documentation. Support will include analyses of configuration changes, life cycle support, obsolescence planning and providing recommendations and/or alternatives identifying potential technical and/or financial impacts to the US Navy and country unique programs.

(3) Provide programmatic and financial reporting to the case managers, Navy-IPO, AIR-1.4, NAVSUP, to include all aspects of FMS case financial management from case implementation through case closure. The contractor financial team shall work closely with the PMA Business Financial Managers (BFMs) in implementing and executing the FMS cases; analyzing, and reconciling financial and other documentation (MIPRs, WXs, etc.) using databases such as Case Tracking System (CTS), Management Information System for International Logistics (MISIL) and Defense Integrated Financial System (DIFS); initiating and tracking status of funding documents through Navy Enterprise Resource Program (NERP); utilizing Case Execution Performance Tool (CEPT) to monitor status of FMS cases; developing obligation and expenditure forecasts and financial reporting for DSCA, DFAS, Navy-IPO, and FMS country reviews, Financial Management Reviews, Program Status Reviews, Program Management

Reviews, and other country specific meetings; and monitoring and reconciling the assessment of "below-the-line accessorial costs".

(4) Prepare NAVAIR/NAVSUP quarterly MILSTRIP reconciliations (including researching and resolving discrepancies).

(5) Provide management support for the Joint Raytheon/Government International Business Development Team in bi-weekly team teleconferences/VTCs and assist in the development of marketing strategies for proposed sales to additional foreign governments.

(6) Research, evaluate, and provide recommendations regarding releaseability issues for the various configurations of the Sparrow and Sidewinder family of missiles. The Contractor shall prepare responses to requests, ensuring the information is in compliance with foreign disclosure and technology transfer policy; assist in preparing papers and briefings for presentation to the National Disclosure Policy Committee or the Navy Technology Transfer and Security Assistance Review Board; and prepare comments/recommendations for export licensing requests.

(7) Provide extensive administrative support to ensure that all correspondence, reports, presentations, databases, and associated documentation is completed in a timely accurate manner in accordance with the Navy correspondence manual and other applicable regulations; compose routine correspondence and reports, and assist in the development and implementation of administrative policy and procedures.

(8) Provide support for the planning, coordination, site selection, negotiations, agenda, speaker and guest coordination and material development, logistics and on-site support of the annual Sparrow/Sidewinder International Missile Working Group (IMWG) and other FMS related meetings and conferences. IMWG support shall include developing, hosting, and maintaining the IMWG website.

4.5 Miscellaneous Administrative Labor - Operations and Maintenance and Foreign Military Sales (Items 4003 and 4004, and Options 7103, 7104, 7203, and 7204)

The Contractor shall provide miscellaneous administrative support in the day to day operation of managing and coordinating the multiple domestic joint USN/USAF IPTs in PMA-259.

The Contractor shall:

(1) Provide administrative support functions to provide word processing, formatting, proofing, editing, assembling, and distribution of all correspondence, reports, presentations, spreadsheets,

databases, and other documents

(2) Maintain knowledge of the proper style, syntax, and usage for both US Navy and US Air Force correspondence/procedures/reports

(3) Collect information, coordinate with travelers and travel sites, perform site selection, provide input to agenda development, develop required material, investigate and provide travel logistics and arrangements, and perform facility negotiation for PMA-259 travel needs

(4) Coordinate telephone and/or e-mail for speaker and guest arrangements and general on-site support of conferences and meetings

(5) Manage PMA-259 Program Manager, Deputy Program Manager and general office calendars

(6) Maintain the master schedule for the PMA-259 conference room

(7) Maintain the PMA-259 visit request log and coordinate security requirements of visitors/travelers

(8) Create periodic travel management reports

(9) Maintain the capability/knowledge of US Navy message system/software (e.g., Common Message Processor) for drafting and release of official US Navy Message traffic, along with the acquisition, cataloging, classification, circulation and research of technical library material and related library services

(10) Coordinate and perform establishment/update of paper and electronic files, correspondence logs, and action item reports

(11) Provide input/advice to Integrated Product Team (IPT) Leads in the development and implementation of administrative policies/procedures.

(12) Assist the program manager in analyzing and implement improvements to workload communications and efficiencies as well as monitoring and providing the status of proper use of all office assets (to include automated data processing equipment and associated devices, furniture, fixtures, telecommunications equipment, electronic & paper storage devices and all other items normally kept in the office) to ensure appropriate use, consistent with NAVAIR policy and procedure.

(13) Assist the program manager in coordinate and providing configuration control of the file

structure and integrity of the PMA-259 share drive to ensure proper safeguards are in place to prevent unauthorized access to weapons maintenance program data.

(14). Assist the program manager with trouble shooting information technology related issues to include equipment malfunction, technology refresh updates, and software licensing issues.

4.6 Technical Data, (Item 4005, and Options 7105, and 7205)

The contractor shall provide a monthly status report detailing the status of work accomplished for each project in accordance with Exhibit A, DD Form 1423, CDRL A001. A Monthly Funds and Expenditure Report shall be provided in accordance with CDRL A002.

Incurred Cost and Progress Reporting:
In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A004, and contract attachment J7.

4.7 Other Direct Costs (ODCs), (Items 6000 - 6003, and Options 9100 – 9103 and 9200 - 9203)

The contractor shall provide the support services, materials, and travel to manage and to perform tasks contained within this task order. ODCs are based on a per annum Not to Exceed (NTE) amount. COR approval shall be obtained prior to purchase of any material or commencement of travel. All material purchased by the Contractor under this item becomes the property of the Federal Government. Travel will be provided only when it is essential to the performance of the tasks detailed above and will be reimbursed at cost in accordance with the Joint Travel Regulation. Navy Marine Corps Internet (NMCI) will provide computer resources to be acquired in accordance with NAVSEA Clause H.3 5252.237-9503.

4.8 Operation Security Program (OPSEC), (Item 4006)

Security: The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM) and DoDM 5200.01, Information Security Manual. The DoD Contract Security Classification Specification, DD Form 254, Attachment J4, defines program specific security requirements. All controlled unclassified

information shall be appropriately identified and marked as For Official Use Only in accordance with DoDM 5200.01, Information Security Program: Controlled Unclassified Information (CUI) Volume 4 (enclosure 3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, equipment, and materials in accordance with Operations Security (OPSEC) requirements.

For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-17) available at http://www.dtic.mil /whs/directives/corres/pdf/520001_vol4.pdf and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at http://www.dtic.mil/whs/directives/corres /pdf/540007r.pdf .

All controlled unclassified technical information shall be appropriately identified and marked with the distribution statement identified on the source document or directed by the Procuring Contracting Officer (PCO). Guidance for distribution statement(s) from DoDI 5230.24, August 23, 2012.

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

1) Assignment of responsibility for OPSEC direction and implementation.

2) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.

3) Establishment of OPSEC education and awareness training.

4) Provisions for management, annual review, and evaluation of OPSEC programs.

5) Flow down of OPSEC requirements to subcontractors when applicable.

The contractor shall prepare an Operations Security Plan for government review in accordance with the CDRL (A003).

SECURITY CLASSIFICATION: The highest level of security for this effort SECRET. DD254, Section 10. k., "Other" shall specify "Use of SIPRNet required." Please refer to Section J of the contract, Form DD254.

5.0 Government Furnished Property

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

6.0 Place of Performance

The services to be performed herein shall be performed at PMA-259 offices and facilities located at NAS Patuxent River, MD, local Contractor Facilities within 30 miles from the main gate of NAS Patuxent River, MD.

7.0 Quality Assurance

This is a level of effort requirement. The Contracting Officer's Representative (COR) will be responsible for monitoring performance of the task order. The details of the monitoring process are contained in the Surveillance Activity Checklist.

8.0 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NAVY and AIR FORCE via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil.

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

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

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 venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

(d) The Contractor agrees that it will promptly notify the Task Order Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the

effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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

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

11 RA HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies.

This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

Minimum Personnel Requirements

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

The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below.

Personnel must have, or be able to obtain the appropriate security clearance as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to Government installation, aircraft, and ships.

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

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 only.

engineering or *engineering discipline* - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical or nuclear engineering.

experience and *years of experience*

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.

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 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.

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.

technical discipline – when used in relation to educational or work experience requirements, "technical discipline" shall mean a degree in the field of Mathematics or Sciences.

technical rating - completion of a U.S. Navy electronic technology related B or C school for Cryptologic Technician Technical (CTT), Electronic Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC), or Information Systems Technician (IT) or the equivalent from another branch of service.

Labor Category Qualifications:

Program Manager [KEY]

Integrates business and technical methodologies to the study and analysis of technological problems in relation to development of processes, systems and equipment. Analyzes program scheduling, technical and acquisition milestones and supports execution of acquisition requirements to include Foreign Military Sales. Integrates SECNAV, DoD, OPNAV and Foreign Military Sales policies as it relates to acquisition planning and execution. One Program Manager will act as the overall lead, manager and administrator for the contract effort, managing acquisition and employment of program/project resources and controlling financial and administrative aspects of the program/project with respect to contract requirements. Must be able to demonstrate the ability to work with large and diverse teams and effectively provide guidance and direction, in areas of program management, systems engineering, major system acquisitions, and financial management, to the technical staff.

Education: This position requires a Bachelor's degree from an accredited college or university. Four (4) years of additional experience (to that cited below) relating to acquisition program management, analysis, and planning may be substituted for the Bachelor's degree.

Experience: This position requires a minimum of ten (10) years of recent (within the last 15 years) experience relating to the resolution of complex technical problems, acquisition management support directly related to acquisition services, technical analysis of a major DOD weapons system, and Foreign Military Sales. Recent experience with acquisition documentation analysis and preparation is required. Experience must include ability to coordinate data from multiple sources and specific disciplines such as developing program controls, integrating master schedules, and executing documentation and management procedures. A working knowledge of acquisition documentation and Foreign Military Sales requirements is required. Defense Acquisition University (DAWIA) Level 3 Program Manager Acquisition training is desired.

Domestic Senior Program Analyst

Responsible for the acquisition, logistics, program management and technical/business analysis of a weapon system in various stages of the life cycle. Provides program analysis support by applying advanced knowledge of DoD systems acquisitions. Participates as a key member of a

specified Integrated Product Team(s) (IPTs) by providing analytical support to the team. Provides analysis and recommendations on program/project status, schedules, milestone documentation, information assurance and acquisition planning. Responsibilities may include providing training, guidance and direction to mid and junior Program Analysts, and keeping abreast of current business practices/policies related to DoD Acquisition. Knowledge of SECNAV, OPNAV and DoD policies as they relate to financial and acquisition planning. Applies advanced knowledge of the PPBE to program execution.

Education: This position requires a Bachelor's degree from an accredited college or university. Four (4) years of additional experience (to that cited below) directly relating to DoD Acquisition, budget, finance or program analysis may be substituted for the Bachelor's degree.

Experience: This position requires a minimum of six (6) years of recent (within the last 10 years) work experience related to program acquisition analysis and planning. Experience must include complex systems acquisition services, budget/finance, life cycle logistics of systems, and technical analysis of a major DOD weapons system. Recent experience with acquisition documentation analysis and preparation is required. A working knowledge of Microsoft Office software products, databases and the modules within Navy ERP/SAP is required. Defense Acquisition University (DAWIA) training is desired.

Domestic Mid Program Analyst

Performs acquisition, logistics, program management and technical/business analysis of a weapon system in various stages of the life cycle. Provides program analysis support and has moderate knowledge of DoD systems acquisitions. Actively participates as a member of a specified Program Integrated Product Team(s) (IPTs) providing analytical support to the team. Provides analysis and recommendations on program/project status, schedules, milestone documentation, information assurance and acquisition planning. Familiar with SECNAV, OPNAV and DoD policy as it relates to financial and acquisition planning. Applies knowledge of the PPBE to program execution.

Education: This position requires a Bachelor's degree from an accredited college or university. Four (4) years of additional experience (to that cited below) directly relating to DoD Acquisition, budget, finance or program analysis may be substituted for the Bachelor's degree.

Experience: This position requires a minimum of four (4) years of recent (within the last 10 years) work experience related to program acquisition analysis and planning. Experience must include systems acquisition services, budget/finance and life cycle logistics of systems. A working knowledge of Microsoft Office software products, databases and the modules within Navy ERP/SAP is required. Defense Acquisition University (DAWIA) training is desired.

Domestic Junior Program Analyst

Assists with acquisition, logistics, program management and technical/business analysis of a weapon system in various stages of the life cycle. Provides program analysis support and has a

basic understanding of DoD systems acquisitions. Participates as a member of a specified Program Integrated Product Team(s) (IPTs). Provides analysis and recommendations on program/project status, schedules, milestone documentation, information assurance and acquisition planning. Familiar with SECNAV, OPNAV and DoD policy as it relates to financial and acquisition planning. Has a basic knowledge of the PPBE to program execution.

Education: This position requires an Associate's degree or 60+ hours toward a Bachelor's Degree from an accredited college or university. Two (2) years of additional experience (to that cited below) directly relating to DoD Acquisition, budget, finance or program analysis may be substituted for the Associate's degree in this labor category.

Experience: This position requires a minimum of (3) three years of recent (within the last 10 years) work experience related to program acquisition analysis and planning. Experience must include acquisition, budget, project management, or life cycle logistics of systems and equipment. Knowledge of Microsoft Office software products and databases is required. Knowledge of Navy ERP/SAP is desired. Defense Acquisition University (DAWIA) training is desired.

FMS Senior Program Analyst

Performs FMS acquisition, logistics, and program management throughout the life of FMS Cases from implementation to closure. Responsibilities include training, providing guidance and direction to mid and junior Program Analysts, and keeping abreast of current business practices/policies related with the FMS case management/program arena. Performs analysis, gathers data and provides programmatic recommendations related to major weapons systems in response to international customers requests. Prepares agenda/minutes and monitors actions related to various international customer meetings and program reviews. Obtains, gathers and analyzes cost estimates and delivery information to develop and transmit Price and Availability (P&A) and Letters of Offer and Acceptance (LOAs) (including amendments and modifications) to Navy International Programs Office, utilizing the Defense Security Assistance Management System (DSAMS).

Education: This position requires a Bachelor's degree from an accredited college or university. Four (4) years of additional experience (to that cited below) relating to FMS acquisition program management may be substituted for the Bachelor's degree.

Experience: This position requires a minimum of six (6) years of recent professional experience in Foreign Military Sales (FMS) case/program management. Must have knowledge and demonstrated understanding of policies governing Security Assistance established in the Arms Export Control Act (AECA), the Foreign Assistance Act (FAA) and the Security Assistance Management Manual (SAMM, DOD 5105.38-M).

FMS Mid Program Analyst

Performs FMS acquisition, logistics, and program management throughout the life of FMS Case

from implementation to closure. Performs analysis, gathers data and provides programmatic recommendations related to major weapons system in response to international customers requests. Assist in the preparation of agenda/minutes and monitoring actions related to various international customer meetings and program reviews. Obtains, gathers and analyzes cost estimates and delivery information to develop and transmit Price and Availability (P&A) and Letters of Offer and Acceptance (LOAs) (including amendments and modifications) to Navy International Programs Office, utilizing the Defense Security Assistance Management System (DSAMS).

Education: This position requires a Bachelor's degree from an accredited college or university. Four (4) years of additional experience (to that cited below) relating to FMS acquisition program management may be substituted for the Bachelor's degree.

Experience: This position requires a minimum of 4 (four) years of recent professional experience in Foreign Military Sales (FMS) case/program management. Must have knowledge and demonstrated understanding of policies governing Security Assistance established in the Arms Export Control Act (AECA) and the Foreign Assistance Act (FAA) and the Security Assistance Management Manual (SAMM, DOD 5105.38-M).

FMS Junior Program Analyst

Assist in FMS acquisition, logistics, and program management throughout the life of FMS Case from implementation to closure. Responsibilities include gathering data related to major weapons system and assisting in preparation of responses to international customers requests. Assists the lead Program Analyst in monitoring and tracking deliveries, preparing agenda/minutes and monitoring actions related to various international customer meetings and program reviews.

Education: This position requires an Associate's degree or 60+ hours toward a Bachelor's degree from an accredited college or university. Two (2) years of additional experience (to that cited below) relating to FMS acquisition program management may be substituted for the Associates degree.

Experience: This position requires a minimum of one (1) year of recent professional experience related to program acquisition or in Foreign Military Sales (FMS) case/program management. Demonstrated written, oral and organizational skills and has a working knowledge of Microsoft Office software products.

Domestic Mid Financial Analyst

Performs financial management of Department of Defense financial resources from initial funding allocations to financial expenditures. Tracks and monitors commitments, obligations, expenditures and deliveries to ensure accuracy of both the NAVAIR Program Office records and the Navy Enterprise Resource Planning (Navy ERP) system. Responsibilities include analyzing financial data in order to propose resolutions/recommendations for corrective actions to discrepancies. Prepares financial documents and tracks document progress within the Navy

ERP. Prepares reports to display account balances, and other financial data reports as required by program and financial managers.

Education: This position requires a Bachelor's degree from an accredited college or university. Four (4) years of additional experience (to that cited below) relating to DON Automated accounting and budgeting systems may be substituted for the Bachelor's degree.

Experience: This position requires four (4) years of experience in DoD financial analysis which includes two (2) years of experience in accounting using DON Automated accounting and budgeting systems and one (1) year of experience working with automated financial tracking systems. Demonstrated understanding of funding documents, obligation/ expenditure phasing plans, and the DoD Planning, Programming, and Budget System (PPBS) process. Experience in Navy ERP/SAP procedures is highly desired.

Domestic Junior Financial Analyst

Assists the lead financial analyst in managing Department of Defense financial resources from initial funding allocations to financial expenditures. Tracks and monitors commitments, obligations, expenditures and deliveries to ensure accuracy of both the NAVAIR Program Office records and the Navy Enterprise Resource Planning (Navy ERP) system. Responsibilities include gathering and assisting in data analysis of financial records to propose resolutions/recommendations for corrective actions to discrepancies. Prepares financial documents and tracks document progress within the Navy ERP system. Prepares reports to display account balances and other financial data reports as required by program and by financial managers.

Education: This position requires an Associate's degree or 60+ hours toward a Bachelor's degree from an accredited college or university. Two (2) years of additional experience (to that cited below) relating to DON Automated accounting and budgeting systems may be substituted for the Associates degree.

Experience: This position requires one (1) year of experience in automated accounting and budgeting systems. Knowledge of funding documents, obligation/ expenditure phasing plans, the DoD Planning, Programming, and Budget System (PPBS) process, and Navy ERP/SAP procedures is desired. One (1) year of experience working with automated financial tracking systems is desired.

FMS Senior Financial Analyst

Performs FMS case financial management from implementation to case closure. Responsible for training, providing guidance and direction to financial analysts, and keeping abreast of current business practices/policies related to the FMS financial arena. Tracks and monitors commitments, obligations, expenditures and deliveries to ensure accuracy of both the NAVAIR Program Office records and the Management Information System for International Logistics (MISIL). Performs extensive financial reconciliation actions to include assessment of below the

line accessorial costs as reported in the Defense Integrated Financial System (DIFS). Gathers and analyzes MISIL and DIFS financial records and proposes resolutions/recommendations for corrective actions to discrepancies. Prepares financial documentation within the Navy ERP system. Develops obligation and expenditure forecasts and financial reports for submissions to various Security Assistance agencies and to international customers.

Education: This position requires a Bachelor's degree from an accredited college or university. Four (4) years of additional experience (to that cited below) relating to FMS acquisition program management may be substituted for the Bachelor's degree.

Experience: This position requires a minimum of six (6) years of recent professional experience in Foreign Military Sales (FMS) case financial management. Must have knowledge and demonstrated understanding of Department of Defense (DOD) policies and Navy regulations as set forth in the Security Assistance Management Manual (SAMM, DOD 5105.38-M) and the Financial Management Regulation (FMR, DOD 7000.14R).

FMS Mid Financial Analyst

Perform FMS case financial management from implementation to case closure. Track and monitor commitments, obligations, expenditures and deliveries to ensure accuracy of both the NAVAIR Program Office records and the Management Information System for International Logistics (MISIL). Gathers data and performs analysis of financial reconciliation actions to include assessment of below the line accessorial costs as reported in the Defense Integrated Financial System (DIFS). Gathers and analyzes MISIL and DIFS financial records and proposes resolutions/recommendations for corrective actions to discrepancies. Prepares financial documentation within the Navy ERP system. Develops obligation and expenditure forecasts, and financial reports for submissions to various Security Assistance agencies and to international customers.

Education: This position requires a Bachelor's degree from an accredited college or university. Four (4) years of additional experience (to that cited below) relating to FMS acquisition program management may be substituted for the Bachelor's degree.

Experience: This position requires a minimum of 4 (four) years of recent professional experience in Foreign Military Sales (FMS) case financial management. Must have knowledge and demonstrated understanding of Department of Defense (DOD) policies and Navy regulations as set forth in the Security Assistance Management Manual (SAMM, DOD 5105.38-M) and the Financial Management Regulation (FMR, DOD 7000.14R).

FMS Junior Financial Analyst

Assists the lead financial analyst in FMS case financial management from implementation to case closure. Tracks and monitors commitments, obligations, expenditures and deliveries to ensure accuracy of both the NAVAIR Program Office records and the Management Information System for International Logistics (MISIL). Responsibilities include gathering and assisting in data

analysis of MISIL financial records and proposing resolutions/recommendations for corrective actions to discrepancies. Prepares financial documentation within the Navy ERP.

Education: This position requires an Associate's degree or 60+ hours toward a Bachelor's degree from an accredited college or university. Two (2) years of additional experience (to that cited below) relating to FMS acquisition program management may be substituted for the Associates degree.

Experience: This position requires a minimum of one (1) year of recent professional experience related to financial management or in Foreign Military Sales (FMS) case financial management. Demonstrated mathematical and organizational skills and has a working knowledge of Microsoft Office software products.

Mid Information Management Analyst

Interfaces with Navy Marine Corps Intranet (NMCI) to troubleshoot and resolve computer issues. Serves as the Program Office's System Administrator for the SIPRNET. Manages the Program Office Shared Server documentation libraries and access permissions, email distribution lists, and other information management items. Provides strategic planning and database management for the Program Office. Applies fact-finding approaches, knowledge of pertinent work processes and procedures, and familiarity with related computer programming practices, system software and computer equipment.

Education: This position requires an Associate's degree from an accredited college or university. Two (2) years of additional IT-related experience (to that cited below) may be substituted for the Associate's degree.

Experience: This position requires a minimum of four (4) years of recent (within the last 10 years) work experience in software, database management and server maintenance. Experience with Navy Marine Corps Intranet and SIPRNET is required.

Senior Administrative Assistant

Carries out recurring office procedures independently. Composes correspondence using proper formatting, proofing and distribution. Some understanding of technical matters is required. Coordinates travel arrangements for personnel. Experience with tracking paper and electronic files and databases is essential. Coordinates and tracks Program Manager's and office's calendars. Must be able to liaison with multiple IPT's. Uses greater judgment and initiative in handling a wider variety of situations and conflicts involving the clerical or administrative functions of the office. Performs varied duties such as: responds to routine telephone requests; refers calls and visitors to appropriate staff; controls mail and assures timely staff response; sends form letters; arranges for meeting rooms; maintains recurring internal reports, correspondence controls, and training plans; requisitions supplies.

Education: This position requires an Associate's degree from an accredited college or university or two (2) years of additional experience (to that cited below) directly relating to administrative

policies and procedures may be substituted for the Associate's degree.

Experience: This position requires a minimum of two (2) years of recent (within the last 5 years) work experience related to administrative policies and procedures. Experience must include Defense Travel System, US Navy message system and Naval Correspondence. Knowledge of proper style, syntax and proofreading correspondence is required. Knowledge of other NAVAIR databases and data tracking systems is desired. Knowledge of Microsoft Office software required.

Junior Administrative Assistant

Carries out recurring office procedures independently. Composes correspondence using proper formatting, proofing and distribution. Some understanding of technical matters is required. Coordinates travel arrangements for personnel. Assists with coordinating and tracking Program Manager's and office's calendars. Performs varied duties such as: responds to routine telephone requests; refers calls and visitors to appropriate staff; controls mail and assures timely staff response; sends form letters; arranges for meeting rooms; maintains recurring internal reports, correspondence controls, and training plans; requisitions supplies. Must be able to liaison with multiple IPT's.

Education: This position requires a High School Diploma or General Equivalency Diploma.

Experience: This position requires a minimum of one (1) year of recent (within the last 5 years) work experience related to administrative policies and procedures. Knowledge of proper style, syntax and proofreading correspondence is required. Knowledge of Microsoft Office software required. Experience with Defense Travel System, US Navy message system and Naval Correspondence is desired.

SECTION D PACKAGING AND MARKING

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

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: _____Dave Fairfax_____
(Name of Individual Sponsor)
_____PMA-259_____
(Name of Requiring Activity)
_____Patuxent River, MD_____
(City and State)

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

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.

SECTION E INSPECTION AND ACCEPTANCE

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

Items 4000, 4001, 4002, 4003, 4004, 4010, 7100, 7102, 7103, 7104, 7110, 7200, 7201, 7202, 7203, 7204, 7210: Inspection and acceptance shall occur upon acceptance of all Exhibit A CDRLs.

Items 6000, 6001, 6002, 6003, 6010, 9100, 9101, 9102, 9103, 9110, 9200, 9201, 9202, 9203, 9210: Inspection and acceptance shall occur upon acceptance of all Exhibit A CDRLs.

Items 4005, 4006, 7105, 7205: Inspection and acceptance shall be in accordance with Exhibit A DD Form 1423 CDRLs. Acceptance shalle be performed by the first (1st) addresses listed in the first (1st distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

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.

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

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

(b) Name: Dave Fairfax, PEO(T) DPM
Activity: PMA-259
Address: 47123 Buse Road, Suite 451, Patuxent River, MD 20670
Phone: 301-757-6254

(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.

11RA INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
4000-4006	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
6000-6003	Destination	Government	Destination	Government
6010	Destination	Government	Destination	Government
7100-7105	Destination	Government	Destination	Government
7110	Destination	Government	Destination	Government
7200-7204	Destination	Government	Destination	Government
7210	Destination	Government	Destination	Government
9100-9103	Destination	Government	Destination	Government
9110	Destination	Government	Destination	Government
9200-9203	Destination	Government	Destination	Government
9210	Destination	Government	Destination	Government

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/29/2014 - 6/28/2015
4001	6/29/2014 - 6/28/2015
4002	6/29/2014 - 6/28/2015
4003	6/29/2014 - 6/28/2015
4004	6/29/2014 - 6/28/2015
6000	6/29/2014 - 6/28/2015
6001	6/29/2014 - 6/28/2015
6002	6/29/2014 - 6/28/2015
6003	6/29/2014 - 6/28/2015

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Base Year Items are:

4000	6/29/2014- 6/28/2015
4001	6/29/2014- 6/28/2015
4002	6/29/2014- 6/28/2015
4003	6/29/2014- 6/28/2015
4004	6/29/2014- 6/28/2015
4005	6/29/2014- 6/28/2015
4006	6/29/2014- 6/28/2015
4010	6/29/2014- 6/28/2015
6000	6/29/2014- 6/28/2015
6001	6/29/2014- 6/28/2015
6002	6/29/2014- 6/28/2015
6003	6/29/2014- 6/28/2015
6010	6/29/2014- 6/28/2015

The periods of performance for the following Option Items are:

7100	6/29/2015- 6/28/2016
7101	6/29/2015- 6/28/2016
7102	6/29/2015- 6/28/2016
7103	6/29/2015- 6/28/2016
7104	6/29/2015- 6/28/2016
7105	6/29/2015- 6/28/2016
7110	6/29/2015- 6/28/2016
7200	6/29/2016- 6/28/2017
7201	6/29/2016- 6/28/2017
7202	6/29/2016- 6/28/2017

7203	6/29/2016- 6/28/2017
7204	6/29/2016- 6/28/2017
7205	6/29/2016- 6/28/2017
7210	6/29/2016- 6/28/2017
9100	6/29/2015- 6/28/2016
9101	6/29/2015- 6/28/2016
9102	6/29/2015- 6/28/2016
9103	6/29/2015- 6/28/2016
9110	6/29/2015- 6/28/2016
9200	6/29/2016- 6/28/2017
9201	6/29/2016- 6/28/2017
9202	6/29/2016- 6/28/2017
9203	6/29/2016- 6/28/2017
9210	6/29/2016- 6/28/2017

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

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

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

(1) PCO, Code AIR 2.5.1.9
21983 Bundy Road, Building 441
Patuxent River, MD 20670

(2) ACO: Please 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-259
Naval Air Systems Command
47123 Buse Road, Suite 451
Patuxent River, MD 20670

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed at Patuxent River Naval Air Station, MD and the Contractor's facilities.

SECTION G CONTRACT ADMINISTRATION DATA

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

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

(a) The Contracting Officer has designated Alice Alderman, PEO (T),as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

COR Functions/Duties:

(1) Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules; which includes the following:

a. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements

b. keep track of funds expended and remaining funds available so as not to overspend on the contract or order;

c. pay particular attention to the timely review of invoices to ensure that proper labor categories are charged, travel and other tiems appear consistent with performance, and that charges are reasonable for the work performed;

(2) Ensure contractor compliance with contractual quality assurance requirements

(3) Except for requirements orginiate by you, accept services and/or deliverables when completed, unelss otherwise specified in the contract or order, and certify when all deliverables ahve been accepted by the government;

The preceding list of duties is not intended to be all inclusive. If specific situations arise that you think require contractual attention, do not hesitate to inform the Contracting Officer. Failure to adhere to the guidelines or to perofrma assigned duties may result in your removal as COR.

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

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

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
See 42.302(a) or DFARS 242.302 (a)	See the ADMINISTERED BY Block on the face page of the contract, modification or order.

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

Additional Functions	Retained for Performance By:
See FAR 42.302(b)	See the ADMINISTERED BY Block on the face page of the contract, modification or order.

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

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

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with 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 J7 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) **Incurred Costs**:

1) **Summary**: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included 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 J7. 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 NAVSEA Clause HQ-B-2-0015, Payment of Fee."

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.

RA11 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.

(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.

[X] (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.

[ ] (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.

[ ] (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.

***To be completed at award.**

11RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

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

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

at https://wawf.eb.mil.

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

Type of Document (contracting officer check all that apply)

[ ] Invoice (FFP Supply & Service)

[ ] Invoice and Receiving Report Combo (FFP Supply)

[ ] Invoice as 2-in-1 (FFP Service Only)
[X] Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

[ ] Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	N00421
Admin DODAAC	S2101A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N00019
Service Acceptor DODAAC	N00019
Service Approver DODAAC	
Ship To DODAAC	N00019
DCAA Auditor DODAAC	
LPO DODAAC	
Inspection Location	N00019
Acceptance Location	N00019

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of

performance, either task or subtask, rather than on a total task order bases, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries by individual labor categories, rates, and hours (both straight time and overtime) invoices; as well as a cost breakdown of ODC's (material and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODC's, materials and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

Send Additional Email Notification To:

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact (to be determined at Task Order level).

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 J3 Attachment	*See J3 Attachment	*See J3 Attachment	*See J3 Attachment

(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.

<u>*SEE ATTACHMENT J3 TASK ORDER CEILING SPREADSHEET</u>

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Accounting Data

SLINID   PR Number              Amount
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LLA :
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CIN # - 130039643900001

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CIN # - 130039729500002

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AY 1741507 Y2ER 251 00019 0 050120 2D 000000 A00002070858
CIN # - 130039643700003

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LLA :
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CIN # - 130039677000021

BASE Funding
Cumulative Funding

MOD 01 Funding 0.00
Cumulative Funding

MOD 02

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COST CODE A00002491573
CIN 130045304700001
ACRN BF

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COST CODE A00002491573
CIN 130045304700003
ACRN BF

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COST CODE: 915480110AAJ
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ACRN: BB

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LLA :

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CPOST CODE: 332581020AGE
CIN: 130039677000024
ACRN: BC

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COST CODE: 214583630LAN
CIN: 130039677000025
ACRN: BD

600305 1300396770-0001
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COST CODE: 721982260GEH
CIN: 130039677000026
ACRN: BE

MOD 02 Funding :
Cumulative Funding

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

TASK ORDER H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (AIR-2.5.1) (JAN 2013)

(a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 3 years in duration.

(c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).

(d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

(e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.

(f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

11 RA 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 :otal 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, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

Fee Reduction = Fee (Required LOE - Expended LOE)
Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST"

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

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

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

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

* The Contracting Officer referred to, in paragraph (j), is the Task Order Contracting Officer.

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

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

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [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 designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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

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

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (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) "Nondevelopmental items" as defined in FAR 2.101.

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

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

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

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

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

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any

capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

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

shown in the standard highway mileage guides.

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

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

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

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

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

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

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

5252.237-9503 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 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 J5 in Section J.

(e) See Attachment J5 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 J5 in Section J.

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

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

personnel shall be made except in accordance with this clause.

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

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

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

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

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

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

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate

remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)."

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

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

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

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

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

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

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

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

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds

on the contract beyond the period of performance or delivery date for which the funds were obligated.

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

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

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

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

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

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

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Marisa Scruggs, NAWCAD Code 2.5.1.9, 21983 Bundy Road, Building 441, Patuxent River, MD 20670, 301-757-8941, marisa.scruggs@navy.mil.

SECTION I CONTRACT CLAUSES

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

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 three years.

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.

(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.

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)

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

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. 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) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror 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 provision, and the reasonableness

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

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

(1) The offeror shall prepare and submit certified cost or pricing data, and 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 I 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 contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of the end of the contract.

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.

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: ***ALL SubContracts.***

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: ***Zenetex, LLC and Whitney, Bradley & Brown, Inc.***

252.204-7012 Safeguarding of Unclassified Controlled Technical Information.

As prescribed in 204.7303, use the following clause:

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Attribution information" means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Exfiltration" means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information*. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (http://csrc.nist.gov/publications/PubsSPs.html).)

Access Control	Audit & Accountability	Identification and Authentication	Media Protection	System & Comm Protection
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)	**Physical and Environmental Protection**	SC-7
AC-6	AU-7	**Incident Response**	PE-2	SC-8(1)
AC-7	AU-8		PE-3	SC-13
AC-11(1)	AU-9			

AC-17(2) AC-18(1) AC-19 AC-20(1) AC-20(2) AC-22	Configuration Management CM-2 CM-6 CM-7 CM-8	IR-2 IR-4 IR-5 IR-6	PE-5	SC-15 SC-28
			Program Management PM-10	System & Information Integrity SI-2 SI-3 SI-4
		Maintenance MA-4(6) MA-5 MA-6	Risk Assessment RA-5	
Awareness & Training AT-2	Contingency Planning CP-9			

Legend:

AC: Access Control
AT: Awareness and Training
AU: Auditing and Accountability
CM: Configuration Management
CP: Contingency Planning
IA: Identification and Authentication
IR: Incident Response
MA: Maintenance
MP: Media Protection
PE: Physical & Environmental Protection
PM: Program Management
RA: Risk Assessment
SC: System & Communications Protection
SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (http://dibnet.dod.mil/) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents*. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements*. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information

systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information*. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

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

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

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

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

is capable of causing a computer to perform a specific operation or series of operations.

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

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

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

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

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

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

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(*1*) A covered Government support contractor, 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—

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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

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

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

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

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the

Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

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

(3) *Limited rights.*

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

(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.

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

Identification and Assertion of Restrictions on the Government's Use, Release,

or Disclosure of Technical Data.

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

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

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

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

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

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

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration

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

(End of legend)

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

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

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

(End of legend)

(4) *Special license rights markings*.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

(5) *Pre-existing data markings*. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform,

display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

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

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

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

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

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

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

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

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

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

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

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

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

(7) "Developed" means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

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

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

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

(9) "Developed exclusively with government funds" means development was not

accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States

Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

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

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify,

reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

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

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure

of Government-Furnished Information Marked with Restrictive Legends;

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

(iii) Corrections or changes to computer software or computer software documentation

furnished to the Contractor by the Government;

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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

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

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

(3) *Restricted rights.*

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

developed exclusively at private expense.

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

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

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

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

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

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

(4) *Specifically negotiated license rights.*

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

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

contract.

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall

not deliver any software with restrictive markings unless the software is listed on the Attachment.

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and

validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address

Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.
Contractor Name
Contractor Address

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

(End of legend)

(4) *Special license rights markings*.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

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

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

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

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

contractor to the Contracting Officer.

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Patuxent River Naval Air Station. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to Naval Air Systems Command Headquarters, Suite 451, 47123 Buse Road, Patuxent River, MD 20670 . All losses are to have the permanent badges returned to PMA-259, Naval Air Systems Command Headquarters, Suite 451, 47123 Buse Road, Patuxent River, MD 20670 on the last day of the individual's task requirement.

SECTION J LIST OF ATTACHMENTS

DD_1423_A001_PMA-259.pdf

DD_1423_A002_PMA-259.pdf

DD_1423_A003_PMA-259.pdf

DD_1423_A004_PMA-259.pdf

Attachment_J1_OCI_List.doc

Attachment_J2_Locator_Form.docx

Attachment_J3_Task_Order_Ceiling_Spreadsheet.xlsx

Attachment_J4_DD254_For_Bidding_Purposes_Only.pdf

Attachment_J5_Ordering_Procedures_for_NMCI.doc

Attachment_J6_DPAP_Govt_Furnished_Equipment_Form.PDF

Attachment_J7_Incurred_Cost_Spreadsheet.xlsx

Attachment_J8_Surveillance_Activity_Checklist