

2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 05-Dec-2017	4. REQUISITION/PURCHASE REQ. NO. 1300676008-0001, 1300678538	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
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217 EAST REDWOOD STREET, SUITE
1800
BALTIMORE MD 21202-3375

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AVIAN, L.L.C 22111 Three Notch Rd. Lexington Park MD 20653-2050	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7635-M802 10B. DATED (SEE ITEM 13) 01-Jan-2017
CAGE CODE 345J8 FACILITY CODE	[X]

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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Extend Term of the Contract and 52.232-22 Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victoria S Thompson, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Victoria S Thompson (Signature of Contracting Officer)	06-Dec-2017

GENERAL INFORMATION

The purpose of this modification is to exercise CLIN 7102 and incrementally fund the task order 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 [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710116	APN	[REDACTED]	[REDACTED]	[REDACTED]
710201	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7102	[REDACTED]	[REDACTED]	[REDACTED]

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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
7001	R425	Base Period: Services in Accordance with Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO			
700101	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AA (APN)					
700102	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AC (APN)					
700103	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AD (APN)					
700104	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AE (APN)					
700105	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AF (APN)					
700106	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AG (APN)					
700107	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AH (APN)					
700108	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AJ (APN)					
700109	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AK (APN)					
700110	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AL (APN)					
700111	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AM (APN)					
700112	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AN (APN)					
700113	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED], ACRN AP (APN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700114	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████, ACRN AQ (APN)					
700115	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████, ACRN AR (APN)					
700116	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ ACRN AS (APN)					
700117	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████, ACRN AT (APN)					
700118	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ ACRN AU (APN)					
700119	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ ACRN AV (APN)					
700120	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ ACRN AW (APN)					
700121	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████, ACRN AA (APN)					
700122	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ ACRN AX (APN)					
700123	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ (APN)					
700124	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ (APN)					
700125	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ (APN)					
700126	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ (APN)					
700127	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ (APN)					
700128	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ (APN)					
700129	R425	Funding for CLIN 7001, APN Funding in the amount of ██████████ (APN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700130	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED] (APN)					
700131	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED] (APN)					
700132	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED] (APN)					
700133	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED] (APN)					
700134	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED] (APN)					
700135	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED] (APN)					
700136	R425	Funding for CLIN 7001, APN Funding in the amount of [REDACTED] (APN)					
7002	R425	Base Period: Services in Accordance with Statement of Work (SOW) Para. 3.2; O&MN funding type; Cost-Plus- Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
700201	R425	Funding in support of CLIN 7002 in the amount of [REDACTED], ACRN AB (O&MN,N)					
7003	R425	Base Period: Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus- Fixed-Fee (CPFF). (RDT&E)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
700301	R425	Funding in support of CLIN 7003 RDTE (RDT&E)					
700302	R425	Funding in support of CLIN 7003 RDTE (RDT&E)					
7004	R425	Base Period: Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus- Fixed-Fee (CPFF). (Fund Type - OTHER)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
700401	R425	Funding in support of CLIN 7004 (Fund Type - OTHER)					
700402	R425	Funding in support of CLIN 7004 (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7005	R425	Base Period: Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	██████████
7020	R425	Base Period: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

7040		Base Period: Technical Data in Accordance with Statement of Work (SOW) Para. 3.9; Not Separately Priced (NSP)	1.0	LO			NSP
7050		Base Period: OPSEC Data in Accordance with Statement of Work (SOW) Para.4.0; Not Separately Priced (NSP).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████
710101	R425	Funding in support of CLIN 7101 (APN)					
710102	R425	Funding in support of CLIN 7101 (APN)					
710103	R425	Funding in support of CLIN 7101 (APN)					
710104	R425	Funding in support of CLIN 7101 (APN)					
710105	R425	Funding in support of CLIN 7101 (APN)					
710106	R425	Funding in support of CLIN 7101 (APN)					
710107	R425	Funding in support of CLIN 7101 (APN)					
710108	R425	Funding in support of CLIN 7101 (APN)					
710109	R425	Funding in support of CLIN 7101 (APN)					
710110	R425	Funding in support of CLIN 7101 (APN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710111	R425	Funding in support of CLIN 7101 (APN)					
710112	R425	Funding in support of CLIN 7101 (APN)					
710113	R425	Funding in support of CLIN 7101 (APN)					
710114	R425	Funding in support of CLIN 7101 (APN)					
710115	R425	Funding in support of CLIN 7101 (APN)					
710116	R425	Funding in support of CLIN 7101 (APN)					
7102	R425	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.2; O&MN funding type; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	██████████
710201	R425	Funding in support of CLIN 7102 (O&MN,N)					
7103	R425	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	██████████
710301	R425	Funding in support of CLIN 7103 (RDT&E)					
7104	R425	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████
7105	R425	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████	██████████	██████████
7120	R425	Option Period I: 10% Increased Capacity Services in Accordance with Statement of Work (SOW) Para. 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

7140	Option Period I: Technical Data in Accordance with Statement of Work	1.0	LO	NSP
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(SOW) Para. 3.9; Not Separately Priced (NSP).

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R425	Option Period II: Services in Accordance with Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee (CPFF). (APN) Option	1.0	LO	██████████	██████████	██████████
7202	R425	Option Period I: Services in Accordance with Statement of Work (SOW) Para. 3.2; O&MN funding type; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7203	R425	Option Period II: Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E) Option	1.0	LO	██████████	██████████	██████████
7204	R425	Option Period II: Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████
7205	R425	Option Period II: Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████	██████████	██████████
7220	R425	Option Period II: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

7240		Option Period II: Technical Data in Accordance with Statement of Work (SOW) Para. 3.9; Not Separately Priced (NSP).	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301	R425	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee (CPFF). (APN) Option	1.0	LO	██████████	██████████	██████████
7302	R425	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 3.2; O&MN funding type; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7303	R425	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E) Option	1.0	LO	██████████	██████████	██████████
7304	R425	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████
7305	R425	Option Period III: Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████	██████████	██████████
7320	R425	Option Period III: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

7340		Option Period III: Technical Data in Accordance with Statement of Work (SOW) Para. 3.9; Not Separately Priced (NSP).	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401	R425	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee (CPFF). (APN)	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7402	R425	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.2; O&MN funding type; Cost-Plus-Fixed-Fee (CPFF). (O&MN,N)	1.0	LO	██████████	██████████	██████████
		Option					
7403	R425	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (CPFF). (RDT&E)	1.0	LO	██████████	██████████	██████████
		Option					
7404	R425	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					
7405	R425	Option Period IV: Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (CPFF). (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	██████████
		Option					
7420	R425	Option Period IV: 10% Increased Capacity Services in accordance with Statement of Work (SOW) Para 3.8; Cost-Plus-Fixed-Fee (CPFF). (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					

For Cost Type / NSP Items

7440		Option Period IV: Technical Data in Accordance with Statement of Work (SOW) Para. 3.9; Not Separately Priced (NSP).	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7501	R425	Option Period V - Services in Accordance with Statement of Work (SOW) Para. 3.1; APN funding type; Cost-Plus-Fixed-Fee (APN)	1.0	LO	██████████	██████████	██████████
		Option					
7502	R425	Option Period V - Services in Accordance with Statement of Work (SOW) Para. 3.2 OM&N funding type; Cost-Plus-Fixed-Fee (O&MN,N)	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7503	R425	Option Period V - Services in Accordance with Statement of Work (SOW) Para. 3.3; RDT&E funding type; Cost-Plus-Fixed-Fee (RDT&E)	1.0	LO	██████████	██████████	██████████
		Option					
7504	R425	Option Period V - Services in Accordance with Statement of Work (SOW) Para. 3.4; OCF funding type; Cost-Plus-Fixed-Fee (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					
7505	R425	Option Period V - Services in Accordance with Statement of Work (SOW) Para. 3.5; FMS funding type; Cost-Plus-Fixed-Fee (FMS Case #XX-X-XXX)	1.0	LO	██████████	██████████	██████████
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7540		Option Period V - Technical Data in Accordance with Statement of Work (SOW) Para 3.9, Not Separately Priced (NSP)	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R425	Base Period: Other Direct Costs (Material)in Accordance with Statement of Work (SOW) Para. 3.6. APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	██████████
900101	R425	Funding in support of CLIN 9001 (APN)			
9002	R425	Base Period: Other Direct Costs (Travel)in Accordance with Statement of Work (SOW) Para. 3.6; APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	██████████
900201	R425	Funding in support of CLIN 9002 in the amount of ██████████, ACRN AA (APN)			
900202	R425	Funding in support of CLIN 9002 in the amount of ██████████ ACRN AD (APN)			
900203	R425	Funding in support of CLIN 9002 in the amount of ██████████ ACRN AE (APN)			
900204	R425	Funding in support of CLIN 9002 in the amount of ██████████ ACRN AK (APN)			
900205	R425	Funding in support of CLIN 9002 in the amount of ██████████ ACRN AN (APN)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900206	R425	Funding in support of CLIN 9002 in the amount of [REDACTED] ACRN AP (APN)			
900207	R425	Funding in support of CLIN 9002 in the amount of [REDACTED] ACRN AU (APN)			
900208	R425	Funding in support of CLIN 9002 in the amount of [REDACTED] ACRN AA (APN)			
900209	R425	Funding in support of CLIN 9002 in the amount of [REDACTED] ACRN AX (APN)			
9003	R425	Base Period: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; OM&N funding type; Cost Reimbursement (No Fee). (O&MN,N)	1.0	LO	[REDACTED]
9004	R425	Base Period: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	[REDACTED]
9005	R425	Base Period: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	[REDACTED]
9006	R425	Base Period: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	[REDACTED]
9007	R425	Base Period: Other Direct Costs in (Travel) Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	[REDACTED]
9008	R425	Base Period: Other Direct Costs (Travel) in accordance with Statement of Work Para. 3.6; FMS funding; Cost Reimbursement (No Fee) (FMS Case #XX-X-XXX)	1.0	LO	[REDACTED]
9009	R425	Base Period: NMCI in Accordance with Statement of Work (SOW) Para. 3.7. APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	[REDACTED]
9010	R425	Base Period: NMCI in Accordance with Statement of Work (SOW) Para. 3.7. RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E)	1.0	LO	[REDACTED]
9011	R425	Base Period: NMCI in Accordance with Statement of Work (SOW) Para. 3.7. OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	[REDACTED]
9020	R425	Base Period: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para 3.8; Cost Reimbursement (No Fee). (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			
9101	R425	Option Period I: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6. APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	[REDACTED]
		Option			
9102	R425	Option Period I: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; APN funding type; Cost Reimbursement (No Fee). (APN)	1.0	LO	[REDACTED]
910201	R425	Funding in support of CLIN 9102 (APN)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9103	R425	Option Period I: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; OM&N funding type; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9104	R425	Option Period I: Other Direct Costs (Material)in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9105	R425	Option Period I: Other Direct Costs (Travel)in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9106	R425	Option Period I: Other Direct Costs (Material)in Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9107	R425	Option Period I: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9108	R425	Option Period I: Other Direct Costs (Material)in Accordance with Statement of Work (SOW) Para. 3.6; FMS funding type; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████
9109	R425	Option Period I: Other Direct Costs (Travel)in Accordance with Statement of Work (SOW) Para. 3.6; FMS funding type; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████
9110	R425	Option Period I: NMCI in Accordance with Statement of Work (SOW) Para. 3.7; APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9111	R425	Option Period I: NMCI in Accordance with Statement of Work (SOW) Para. 3.7; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9112	R425	Option Period I: NMCI in Accordance with Statement of Work (SOW) Para. 3.7; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9120	R425	Option Period I: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para 3.8; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9201	R425	Option Period II: Other Direct Costs (Material)in Accordance with Statement of Work (SOW) Para. 3.6. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9202	R425	Option Period II: Other Direct Costs (Travel)in Accordance with Statement of Work (SOW) Para. 3.6. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9203	R425	Option Period II: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6. O&MN funding type; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9204	R425	Option Period II: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9205	R425	Option Period II: Other Direct Costs (Travel)in Accordance with Statement of Work (SOW) Para. 3.6. RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9206	R425	Option Period II: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9207	R425	Option Period II: Other Direct Costs (Travel)in Accordance with Statement of Work (SOW) Para. 3.6. OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9208	R425	Option Period II: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; FMS funding type; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████
9209	R425	Option Period II: NMCI in Accordance with Statement of Work (SOW) Para. 3.7. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9210	R425	Option Period II: NMCI in Accordance with Statement of Work (SOW) Para. 3.7; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9211	R425	Option Period II: NMCI in Accordance with Statement of Work (SOW) Para. 3.7; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9220	R425	Option Period II: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para 3.8; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9301	R425	Option Period III: Other Direct Costs (Material)in Accordance with Statement of Work (SOW) Para. 3.6. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9302	R425	Option Period III: Other Direct Costs (Travel)in Accordance with Statement of Work (SOW) Para. 3.6. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9303	R425	Option Period III: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; O&MN funding type; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9304	R425	Option Period III: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9305	R425	Option Period III: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9306	R425	Option Period III: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9307	R425	Option Period III: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9308	R425	Option Period III: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; FMS funding type; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████
9309	R425	Option Period III: NMCI in Accordance with Statement of Work (SOW) Para. 3.7. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9310	R425	Option Period III: NMCI in Accordance with Statement of Work (SOW) Para. 3.7; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9311	R425	Option Period III: NMCI in Accordance with Statement of Work (SOW) Para. 3.7; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9320	R425	Option Period III: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para 3.8; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9401	R425	Option Period IV: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9402	R425	Option Period IV: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████
9403	R425	Option Period IV: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6. O&MN funding type; Cost Reimbursement (No Fee). (O&MN,N) Option	1.0	LO	██████████
9404	R425	Option Period IV: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9405	R425	Option Period IV: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; RDT&E funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9406	R425	Option Period IV: Other Direct Costs (Material) in Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9407	R425	Option Period IV: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9408	R425	Option Period IV: Other Direct Costs (Travel) in Accordance with Statement of Work (SOW) Para. 3.6; FMS funding type; Cost Reimbursement (No Fee). (FMS Case #XX-X-XXX) Option	1.0	LO	██████████
9409	R425	Option Period IV: NMCI in Accordance with Statement of Work (SOW) Para. 3.7. APN funding type; Cost Reimbursement (No Fee). (APN) Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9410	R425	Option Period IV: NMCI in Accordance with Statement of Work (SOW) Para. 3.7. RD&TE funding type; Cost Reimbursement (No Fee). (RDT&E) Option	1.0	LO	██████████
9411	R425	Option Period IV: NMCI in Accordance with Statement of Work (SOW) Para. 3.7. OCF funding type; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9420	R425	Option Period IV: 10% Increased Capacity ODCs in accordance with Statement of Work (SOW) Para 3.8; Cost Reimbursement (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9501	R425	Option Period V - Other Direct Costs (Material) in accordance with Statement of Work (SOW) Para 3.6, APN Funding type; Cost Reimbursement (No Fee) (APN) Option	1.0	LO	██████████
9502	R425	Option Period V - Other Direct Costs (Travel) in accordance with Statement of Work (SOW) Para 3.6, APN Funding type; Cost Reimbursement (No Fee) (APN) Option	1.0	LO	██████████
9503	R425	Option Period V - Other Direct Costs (Material) in accordance with Statement of Work (SOW) Para 3.6, OM&N Funding type; Cost Reimbursement (No Fee) (O&MN,N) Option	1.0	LO	██████████
9504	R425	Option Period V - Other Direct Costs (Material) in accordance with Statement of Work (SOW) Para 3.6, RDT&E Funding type; Cost Reimbursement (No Fee) (RDT&E) Option	1.0	LO	██████████
9505	R425	Option Period V - Other Direct Costs (Travel) in accordance with Statement of Work (SOW) Para 3.6, RDT&E Funding type; Cost Reimbursement (No Fee) (RDT&E) Option	1.0	LO	██████████
9506	R425	Option Period V - Other Direct Costs (Material) in accordance with Statement of Work (SOW) Para 3.6, OCF Funding type; Cost Reimbursement (No Fee) (Fund Type - OTHER) Option	1.0	LO	██████████
9507	R425	Option Period V - Other Direct Costs (Travel) in accordance with Statement of Work (SOW) Para 3.6, OCF Funding type; Cost Reimbursement (No Fee) (Fund Type - OTHER) Option	1.0	LO	██████████
9508	R425	Option Period V - Other Direct Costs (Travel) in accordance with Statement of Work (SOW) Para 3.6, FMS Funding type; Cost Reimbursement (No Fee) (FMS Case #XX-X-XXX) Option	1.0	LO	██████████

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

13RA 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 be 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-2-007 LIMITATION OF COSTS 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.

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

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

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

13RA HQ B-2-0020 TRAVEL COSTS – ALTERNATE 1 (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 associated 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 personnel 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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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:

Items 7001-7005, 7101-7105, 7201-7205, 7301-7305, 7401-7405 and 7501-7505 -The Contactor shall provide supplies/services in accordance with the Section C Statement of Work (SOW) for Engineering and Technical Services to support the requirements of the NAVAIR PMA-209 Aviation Capabilities Integration Systems Team (ACIST).

Items 9001-9008, 9101-9109, 9201-9208, 9301-9308, 9401-9408 and 9501-9508 – The Contractor shall provide ODCs (material and travel) NMCI in accordance with paragraph 3.6 of the Statement of Work.

NOTE - NMCI requirement is changed effective Mod 01 - Items 9009-9011, 9110-9112, 9209-9211, 9309-9311, and 9409-9411 – The Contractor shall provide NMCI in accordance with paragraph 3.7 of the Statement of Work.

Items 7040, 7140, 7240, 7340, 7440 and 7540 – The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and paragraph 3.9 of the Statement of Work.

Item 7050 - The data to be furnished hereunder shall be in accordance with Exhibit (B), DD Form 1423, Contract Data Requirements List (CDRL) and paragraph 4.0 of the Statement of Work.

Aviation Capabilities Integration Systems Team (ACIST)
Contractor Support Services (CSS)
Performance-Based Statement of Work (PBSOW)

1.0 Introduction – Aviation Capabilities Integration Systems Team (ACIST)

This acquisition will provide contractor support services for PMA-209 for all Air Combat Electronics (ACE) Aviation Capabilities Integration Systems Team (ACIST) systems integrator efforts required to lead, manage, integrate, develop, modify, and support capability definition through integration and support for multiple platform integration projects. A key tenant of the ACIST concept of operations (CONOPS) involves the Government performing in a systems integrator role vice the more traditional prime vendor led projects. As such, the contractor support services personnel for the ACIST are key contributing members of any upgrade and must have broad and deep knowledge, skills, and abilities in program management, systems and software engineering, integration engineering, verification, and logistics to support the requirements described in this PBSOW.

1.1 Scope

This performance-based statement of work (PBSOW) which is to provide contractor support services to PMA-209 ACIST. The Contractor shall support the ACIST scope of effort is defined by two major subdivisions of effort; Planning and Execution. Planning includes, but is not limited to, tasks such as analysis of alternatives, trade studies, cost estimating, and early systems and software engineering activities required to defining programmatic and technical assumptions (PTAs) for new and emerging opportunities, capabilities, and/or systems integration. The Contractor shall support execution tasks that include but are not limited to the program management, systems and software engineering, and logistics support required to design, modify, integrate, verify and validate, produce, and install capability, systems, and subsystem integrations into aviation systems.

The contractor will be required to provide services and support to the Common Systems Integration Laboratory (CSIL) which serves as a Government Independent Verification and Validation (IV&V) facility. The CSIL develops representative avionics mockups to support design, modification, and integration activities associated with a platform upgrade prior to formal ground and flight test including test bench fabrication, test fixture set-up,

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avionics/system/sub-system evaluation, platform integration support, software support, third-party activity support, laboratory accreditation and other support required for execution of lab requirements. This support will be utilized to assist Government programmatic, engineering, test and evaluation, and logistic personnel and their efforts or other teams as established or developed to support CSIL efforts such as the following:

- Existing Cockpit Test Benches containing multiple variants of:
 - o Communications, Navigation, and Surveillance/IFF aircraft avionics equipment
 - o Various test benches, test sets, or test articles and other lab functions.

This is a performance based Cost-Plus-Fixed-Fee (CPFF) task order. This contractor shall provide program management support services to support the IPTs that are established by PMA209 under the ACIST Team as outlined in this document. The effort to be completed is outlined below and aligned by Contract Line Item Number/Sub-line Item Number (CLIN/SLIN) for tracking and billing purposes. No tasking in support of this SOW will be used to procure any inherently governmental or personal services.

2.0 Applicable Documents

The following documents and all updates as applicable are referenced for the performance of this effort:

Objective Based Planning (OBP) Process PMA209 ACIST SWP-003 Ver 1.0 (OBP Process version 1.0 signed 20120125)

ACIST Decision Analysis: Performing Trade Studies ACIST SWP-001 Ver. 1.0 (Decision Analysis_Performing Trade Studies V1.0 (20121009))

NAVAIRINST 4355.19 Systems Engineering Technical Review Process Handbook (NAVAIR INST 4355-19)

ACIST SETR: The ACIST Guide to the Systems Engineering Technical Review (SETR) Process, PMA209 ACIST SWP-015 Ver 1.0 (SETR Process Document SWP-015 rev 1.0 (20121130) signed)

NAVAIRINST 13034.1 Flight Clearance Policy for Air Vehicles and Aircraft Systems (NAVAIR Flight Clearance Instruction 13034.1D)

CSIL Software Development Plan (CSIL CDRL A005 Software Development Plan_Revision 1)

CSIL Development and Management Plan (CSIL CDRL A003 System-Software Integratino laboratory (SIL) Development and Management Plan_Revision 1)

CSIL Certification and Accrediation Plan (CSIL ATO v1.0)

Open Architecture and FACE standard (Technical Standards for FACE Edition 2_0)

Functional Requirements Document (FRD) for Automatic Dependent Surveillance - Broadcast Out (ADS-B [Out]) (ADS-B FRD-13Oct2011)

Functional Requirements Document For Required Navigation Performance Area Navigation (RNP RNAV FRD REV A 17 April 2006)

Functional Requirements Document For Mode Select (Mode S FRD Revision A 17 May 2006 Signed)

Functional Requirements Document For Reduced Vertical Separation Minimum (03-1000A FINAL 01 JAN 2011 SIGNED)

3.0 Requirements

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The PBSOW for this task order is laid out in paragraph format to facilitate tracking and task identification. It is noted that instructions and policies discussed in this SOW can be found at the following website:

<https://homepages.navair.navy.mil/directives/>.

3.1 APN Funded Tasks (CLINs 7001, 7101, 7201, 7301, 7401 and 7501)

- (a) The contractor shall assist the Government in managing platform modification and retrofit integration requirements and ensuring all integration requirements of various A/C platforms are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall assist the government in ensuring all platform integration requirements are documented.
- (b) The contractor shall provide support in the development of contract strategies to execute platform modification and retrofit integration requirements. The contractor shall also support activities such as Procurement Planning Conferences (PPCs) and Procurement Initiation Document (PID) development.
- (c) The contractor shall provide support in monitoring platform modification and retrofit integration costs for adherence within defined cost parameters. Contractor shall report cost status IAW Government defined status reviews and reporting requirements. (CDRL A00P)
- (d) The contractor shall provide support in the schedule management of the platform modification and retrofit integration project within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements. (CDRL A00P)
- (e) The contractor shall provide support in spend plan management of the platform modification and retrofit integration project and ensure spend plan execution is within defined parameters.
- (f) The contractor shall assist the Government in the identification of potential risks for platform integration efforts for Government consideration and disposition. The contractor shall coordinate with the PMA209 and/or customer Risk Manager(s) to ensure Government validation; risks are entered and tracked in the PMA209 Risk Management Information System (RMIS) tool.
- (g) The contractor shall provide support in developing draft staffing plans for platform modification and retrofit integration efforts IAW the ACIST Objective Based Planning (OBP) Process (PMA209 ACIST SWP-003 Ver 1.0). Develop draft Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.
- (h) The contractor shall support the Government in requirements analysis, decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall assist in the analyzing of metrics required ensure requirements are traced through the integration process.
- (i) The contractor shall assist the Government in the conducting of trade studies or analysis of alternatives in determining technical solutions for avionics modification and integration projects IAW the ACIST Decision Analysis: Performing Trade Studies (ACIST SWP-001 Ver. 1.0).
- (j) The contractor shall support the Government in assessing the planning, staffing, preparation, and other requirements to successfully execute integration design reviews in accordance with NAVAIRINST 4355.19 and the ACIST SETR: The ACIST Guide to the Systems Engineering Technical Review (SETR) Process (PMA209 ACIST SWP-015 Ver 1.0).
- (k) The contractor shall document and assist the Government in implementing project technical strategies, processes, organization, and program tailoring IAW Systems Engineering Plans (SEPs). The contractor shall review and analyze Systems Engineering Management Plans (SEMPs) to ensure proper technical planning, staffing, and processes have been identified and utilized for a contracts.
- (l) The contractor shall conduct and/or support the integration of avionics systems and capabilities into air

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platforms IAW matrixed Government, contractor, and vendor engineering teams.

(m) The contractor shall assess platform systems and software architectures and provide technical strategies and plans for avionics integrations projects. This shall include functional and physical architectures to include system interfaces. The contractor shall conduct trades offs and propose preferred architectures.

(n) The contractor shall develop, allocate, and verify requirements for Government Independent Verification and Validation (IV&V) lab efforts (e.g. Common Systems Integration Lab, AV-8B Joint Systems Lab, AV-8B Joint Systems Support Activity) in support of PMA-209 Project requirements.

(o) The contractor shall ensure compliance and provide artifacts to support applicable statutory, regulatory, and DOD certification authority (i.e., NMSC, AIMSPO, JITC, CNS/ATM, FAA, FACE Open Group Consortium).

(p) The contractor shall provide logistics management support for Platform Modification and Retrofit Integration requirements. The contractor shall ensure all Platform Integration Training requirements are defined and executed IAW project defined requirements. The contractor shall ensure all Platform Integration Technical Data and Publication activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Supply Support activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Support Equipment requirements are defined and executed IAW project defined requirements. The contractor shall ensure other identified logistics requirements are defined and executed IAW project defined requirements.

(q) The contractor shall provide technical writing support for required documentation in support of Platform Capability Integrations.

(r) The contractor shall provide and/or modify systems designs and documentation for A-Kit, B-Kit and/or CSIL IV&V efforts in support of multiple platform integration projects. The contractor shall conduct/deliver the following as requested:

Site Survey Report (CDRL A001)	Developmental Design Drawings/Models and Associated Lists (CDRL A002) (Not applicable to APN)	Support Equipment Installation Data (SEID) (CDRL A003)
Engineering Drawings (CDRL A004)	Scientific and Technical Reports Summary (CDRL A005)	Installation Control Documents(CDRL A006)
Scientific and Technical Reports Summary (CDRL A007)	Thermal Survey Report (CDRL A008)	Support Equipment Installation Data (SEID) (CDRL A009)
Engineering Drawings(CDRL A00A)	Vibration Survey Report (CDRL A00B)	Engineering Drawings (CDRL A00C)
Installation Control Drawings (CDRL A00D)	Scientific and Technical Reports Summary (CDRL A00E)	Engineering Drawings (CDRL A00F)
Technical Manual Research and Analysis Source Data (CDRL A00G)	Engineering Drawings (CDRL A00H)	Computer Software Product (CDRL A00J)

(s) The contractor shall provide the Scientific and Technical Reports (CDRL A005) - Post Installation Checkout procedures which shall provide a detailed method to assure the proper installation of the avionics architecture to include: Power-on check procedures for first application of power; WRA software verification checks for individual WRAs; Basic communication between WRAs is functional; Basic function of subsystems with architecture (e.g. Radio control, BIT commands, etc.); Expected results for each check (Go/No Go) and Basic troubleshooting procedure for common errors (CDRL A00K).

(t) Reserved

(u) The contractor will assist in monitoring and verifying government integration products (For example:

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requirements and design documents, and deliverables related to platform integration projects).

(v) The contractor shall produce hardware, software, and artifacts in support of CSIL allocated validation and verification testing requirements to include but not limited to: bench build, breakout boxes, bus analyzers, wiring diagrams, and structural drawings. The Contractor shall install hardware products, subsystems, or systems to support test.

(w) The contractor shall produce validation and verification test bench specifications based on allocated requirements (CDRL A00M).

(x) The contractor shall procure necessary piece parts (i.e. local area network (LAN), power supply) to construct applicable test benches per approved specifications to effectively accomplish required integration validation and verification testing IAW material SOW section.

(y) Provide CSIL technical support, including reconfiguration, relocation, breakdown, or reassembly of test benches for classified and unclassified government equipment.

(z) The Contractor shall perform test bench checkout procedures to ensure proper operation at the completion of bench construction and prior to any validation and verification test events.

(aa) The Contractor shall produce and integrate real, stimulated, or emulated test software and hardware in support of Identification Verification and Validation (IV&V) requirements. The Contractor shall support the analysis of test results.

(bb) The Contractor shall produce and deliver Avionics Software Models, Scripts and Source Code developed to support IV&V. All software source code shall be produced on government owned computers, maintained and documented within the CSIL (CDRL A00N).

(cc) The contractor shall comply with the CSIL Software Development Plan (CSIL-POL-SDP-003 Ver 2.0).

(dd) The contractor shall support on-site loading and trouble shooting of software.

(ee) The Contractor shall provide technical support during bench operations, aircraft retrofit, improvements, modifications, modernization, and certifications.

(ff) The contractor shall provide training on test bench startup, normal shutdown, and emergency shutdown procedures.

(gg) The contractor shall comply with CSIL Development and Management Plan (CSIL-POL-DMP-001.00).

(hh) The contractor shall perform configuration management in of support platform integration project efforts. This shall include, but is not limited to, hardware and software configuration management, control and asset tracking (i.e., Configuration Control Boards, Equipment/Avionics hardware and software configurations, and critical path requirements).

(ii) To ensure ongoing CSIL Authority to Operate (ATO), the contractor shall analyze and comply with existing CSIL lab accreditation requirements and provide information to support the CSIL Certification and Accreditation Plan dated 29 Apr 2013. (CDRL A00P)

(jj) The contractor shall develop, implement, and assess software architecture in support of avionic integration projects using System and Software Architecture Best practices.

(kk) The contractor shall assess and review all software integration, IV&V, and test efforts associated with the software life cycle of the project.

(ll) The contractor shall provide technology support to include maintaining and monitoring the SharePoint database and tracking NMCI software and hardware changes as related to integration projects.

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3.2 O&M, N Funded Tasks (CLINs 7002, 7102, 7302, 7402 and 7502)

- (a) The contractor shall assist in the management of Platform Sustainment and Corrective Action Requirements and ensure all requirements are defined, quantifiable, measurable and traceable to Platform and/or Capability documented requirements. The contractor shall assist in ensuring all Platform incorporation of sustainment and corrective action requirements are documented IAW Government direction.
- (b) The contractor shall assist in the identification of contract strategy to execute Platform Sustainment and Corrective Action Requirements. The contractor shall also support activities, such as PPCs and PID development.
- (c) The contractor shall identify requirements for Government Independent Verification and Validation (IV&V) lab efforts (e.g. Common Systems Integration Lab, AV-8B Joint Systems Support Activity) in support of Fleet problem correction of deficiencies requirements (In Service Support).
- (d) Reserved
- (e) The contractor shall monitor government and/or prime vendor engineering artifacts as part of platform integration projects. (For example: Requirements and design documents and deliverables related to platform integration projects.)
- (f) The contractor shall maintain CSIL equipment and software in support of ongoing operations.
- (g) The contractor shall support and upkeep of the laboratory equipment by assisting in reconfiguration or relocation of CSIL test benches, including the breakdown and reassembly of the test benches.
- (h) The contractor shall perform tasks to assist in refurbishing, repairing, reworking, or sustaining hardware products, sub-systems, or systems required for testing, to include preparing equipment for shipment to an off-site repair facility.
- (i) The contractor shall perform tasks to load software components into the test bench infrastructure and products, sub-systems, or systems required for maintenance testing.
- (j) The contractor shall provide test bench support services, troubleshooting, and testing, perform test bench checkout procedures to evaluate operation of the bench and its ability interface correctly with the products, sub-systems, or systems under test; document discrepancies and report them to the Government IPT Lead.
- (k) In support of platform modifications, overhaul, repair, rework, or sustainment, the contractor shall assist Subject Matter Experts (SMEs) on test bench startup, normal shutdown, and emergency shutdown procedures. Coordinate maintenance and in-service engineering support for CSIL systems and test benches with PMA209, other NAVAIR PMAs, or platform customers.
- (l) To ensure ongoing CSIL Authority to Operate (ATO), the contractor shall analyze and comply with existing CSIL lab accreditation requirements and provide information to support the CSIL Certification and Accreditation Plan.
- (m) The contractor shall provide support in managing all project related Software Trouble reports using Customer Off The Shelf (COTS) and Government Off The Shelf (GOTS) software tools.
- (n) The contractor shall perform O&M,N funded Fleet Response Activity (FRA) functions, including but is not limited to, Fleet liaison and response to Fleet/User inquiries. The contractor shall also perform Engineering Investigation support and Fleet software defect root cause analysis critical to ongoing O&M,N funded FRA effort.
- (o) The contractor shall perform software maintenance, including related software defect correction design, development, testing and configuration management as required by PMA209 and in support of O&M,N funded software Capability Defect Package implementation.

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(p) The contractor shall provide Fleet Triage support on fleet reported Software Trouble Reports (STRs). Fleet Triage encompasses Issue Tracking and Issue Confirmation which identifies estimated resources required to accept, document, track and to confirm/validate Fleet reported issues. The resources will perform an initial investigation to determine if the reported problem will require a software correction, a training issue/correction, a workaround to mitigate the impact, a "Red Stripe" or other naval message.

(q) The contractor shall provide the Fleet with follow-on support for fielded software products. The support includes resources necessary to attend Fleet meetings, provide temporary or permanent workarounds that do not involve changing operational software, duplication and distribution of media, and training associated with the fielded software. (CDRL A00P)

3.3 RDT&E Funded Tasks (CLINs 7003, 7103, 7203, 7303, 7403 and 7503)

(a) The contractor shall assist the Government in managing developmental platform integration requirements and ensuring all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall assist the government in ensuring all platform integration requirements are documented in accordance with (IAW) Government direction.

(b) The contractor shall assist in the identification of contract strategies to execute developmental platform integration requirements.

(c) The contractor shall assist in the management of developmental platform integration costs within defined cost parameters. The contractor shall report cost status IAW Government defined status reviews and reporting requirements.

(d) The contractor shall assist in the schedule management of the developmental platform integration project within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.

(e) The contractor shall assist in the management of the developmental platform integration project spend plan and ensure spend plan execution is within defined parameters.

(f) The contractor shall assist the Government in the identification of potential risks for developmental platform integration efforts for Government consideration and disposition. The contractor shall coordinate with the PMA209 and/or customer Risk Manager(s) to ensure Government validation; risks are entered and tracked in the PMA209 Risk Management Information System (RMIS) tool.

(g) The contractor shall provide draft staffing plans for developmental platform integration efforts IAW the ACIST Objective Based Planning (OBP) Process (PMA209 ACIST SWP-003 Ver 1.0). Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.

(h) The contractor shall support the Government in assessing the planning, staffing, preparation, and other requirements to successfully execute design reviews in accordance with NAVAIRINST 4355.19 and the ACIST SETR: The ACIST Guide to the Systems Engineering Technical Review (SETR) Process (PMA209 ACIST SWP-015 Ver 1.0).

(i) The contractor shall provide technical analysis and verification support to test personnel as required. The contractor shall create plans used in identifying, acquiring, and/or providing required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. The contractor shall provide technical support to systems engineering and necessary technical data (analysis and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these recommendations. The contractor shall develop technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall establish engineering expertise in support of operational Test and Evaluation efforts.

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(j) The contractor shall ensure compliance and provide artifacts to support applicable statutory, regulatory, and DOD certification authority (i.e., NSMC, AIMSPO, JITC, CNS/ATM, FAA, FACE Open Group Consortium).

(k) The contractor shall provide management support for Developmental Platform Integration requirements. The contractor shall ensure all Platform Integration Training requirements are defined. The contractor shall ensure all Platform Integration Technical Data and Publication activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Support Equipment requirements are defined IAW project defined requirements. The contractor shall ensure other identified logistics requirements are defined IAW project defined requirements.

(l) The contractor shall verify baseline source data necessary to provide life cycle support. The contractor shall also verify previous logistics analyses and documentation to support updated logistic requirements.

(m) The contractor shall develop systems designs and documentation for A-Kit, B-Kit and/or CSIL IV&V efforts in support of multiple platform projects. The contractor shall create/design the following as requested:

Site Survey Report (CDRL A001) Not applicable to RDTE	Developmental Design Drawings/Models and Associated Lists (CDRL A002)	Support Equipment Installation Data (SEID)(CDRL A003)
Engineering Drawings (CDRL A004)	Scientific and Technical Reports Summary (CDRL A005)	Installation Control Documents(CDRL A006) Not applicable to RDTE
Scientific and Technical Reports Summary (CDRL A007)	Thermal Survey Report (CDRL A008)	Support Equipment Installation Data (SEID) (CDRL A009)
Engineering Drawings(CDRL A00A)	Vibration Survey Report (CDRL A00B)	Engineering Drawings (CDRL A00C)
Installation Control Drawings (CDRL A00D)	Scientific and Technical Reports Summary (CDRL A00E)	Engineering Drawings (CDRL A00F)
Technical Manual Research and Analysis Source Data (CDRL A00G)	Engineering Drawings (CDRL A00H)	Computer Software Product (CDRL A00J)

(n) The contractor shall develop test bench specifications based on allocated requirements (A00M).

(o) The contractor shall procure necessary piece parts to construct applicable test benches per approved specifications IAW material SOW section.

(p) The contractor shall comply with the CSIL Software Development Plan (CSIL-POL-SDP-003 Ver 2.0).

(q) The contractor shall support on-site loading and trouble shooting of software.

(r) The contractor shall comply with CSIL Development and Management Plan (CSIL-POL-DMP-001.00).

(s) The contractor shall create, implement, and investigate software architecture conceptual designs in support of avionic improvements projects using System and Software Architecture Best practices.

(t) The contractor shall investigate designs and develop software integration strategies to implement new capabilities using Open Architecture and the FACE standard.

(u) The contractor shall provide technology support to include maintaining and monitoring the SharePoint database and tracking NMCI software and hardware changes for applicable developmental projects.

3.4 Other Customer Fund Funded Tasks (OCF) (CLINs 7004, 7104, 7204, 7304, 7404 and 7504)

3.4.1 OCF Procurement Funded Tasks (Army 30%, Air Force 30%, Homeland Security (40%))

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- (a) The contractor shall provide support to the Government in managing platform modification and retrofit integration requirements and ensuring all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall assist the government in ensuring all platform integration requirements are documented IAW Government direction.
- (b) The contractor shall provide support in the development of contract strategies to execute platform modification and retrofit integration requirements. The contractor shall also support activities such as Procurement Initiation Document (PID) development.
- (c) The contractor shall provide support in monitoring platform modification and retrofit integration costs for adherence within defined cost parameters. The contractor shall report cost status IAW Government defined status reviews and reporting requirements.
- (d) The contractor shall provide support in the schedule management of the platform modification and retrofit integration project within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.
- (e) The contractor shall provide support in spend plan management of the platform modification and retrofit integration project and ensure spend plan execution is within defined parameters.
- (f) The contractor shall assist the Government in the identification of potential risks for platform integration efforts for Government consideration and disposition. The contractor shall coordinate with the PMA209 and/or customer Risk Manager(s) to ensure Government validation; risks are entered and tracked in the PMA209 Risk Management Information System (RMIS) tool.
- (g) The contractor shall provide support in developing draft staffing plans for platform modification and retrofit integration efforts IAW the ACIST Objective Based Planning (OBP) Process (PMA209 ACIST SWP-003 Ver 1.0). Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.
- (h) The contractor shall assist the Government in requirements analysis, decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall assist in the analyzing of metrics required to ensure requirements are traced through the integration process.
- (i) The contractor shall assist the Government in the conducting of trade studies or analysis of alternatives in determining technical solutions for avionics modification and integration projects IAW the ACIST Decision Analysis: Performing Trade Studies (ACIST SWP-001 Ver. 1.0).
- (j) The contractor shall support the Government in assessing the planning, staffing, preparation, and other requirements to successfully execute design reviews in accordance with NAVAIRINST 4355.19 and the ACIST SETR: The ACIST Guide to the Systems Engineering Technical Review (SETR) Process (PMA209 ACIST SWP-015 Ver 1.0).
- (k) The contractor shall document and support the Government in implementing project technical strategies, processes, organization, and program tailoring IAW Systems Engineering Plans (SEPs). The contractor shall review and analyze Systems Engineering Management Plans (SEMPs) to ensure proper technical planning, staffing, and processes have been identified and utilized for a contracted design, modification, or integration program.
- (l) The contractor shall conduct and/or support the integration of avionics systems and capabilities into air platforms IAW the engineering team Government, contractor, and vendor engineering teams.
- (m) The contractor shall assess platform systems and software architectures and provide technical strategies and plans for avionics integrations projects. This shall include functional and physical architectures to include system interfaces. The contractor shall conduct trades offs and propose preferred architectures.

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(n) The contractor shall provide technical analysis and verification support to test personnel as required. The contractor shall analyze and make recommendations as to the required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. The contractor shall provide technical support to systems engineering and necessary technical data (analysis, and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these recommendations. The contractor shall recommend technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall provide analysis and assessments as required in support of operational Test and Evaluation efforts.

(o) The contractor will assist in developing and verifying requirements for Government Independent Verification and Validation (IV&V) lab efforts (e.g., Common Systems Integration Lab, AV-8B Joint Systems Lab, AV-8B Joint Systems Support Activity) in support of Project requirements.

(p) The contractor shall ensure compliance and provide artifacts to support applicable statutory, regulatory, and DOD certification authority (i.e., NSMC, AIMSPO, JITC, CNS/ATM, FAA, FACE Open Group Consortium).

(q) The contractor shall provide logistics management support for Platform Modification and Retrofit Integration requirements. The contractor shall ensure all Platform Integration Training requirements are defined and executed IAW project defined requirements. The contractor shall ensure all Platform Integration Technical Data and Publication activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Supply Support activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Support Equipment requirements are defined and executed IAW project defined requirements. The contractor shall ensure other identified logistics requirements are defined and executed IAW project defined requirements.

(r) The contractor shall update or modify baseline source data necessary to provide life cycle support. The contractor shall also update or modify previous logistics analyses and documentation to support updated logistic requirements. The contractor shall provide ongoing technical support and training (as required) of fielded systems and integrations. (CDRL A00P) (s) The contractor shall provide technical writing support for required documentation in support of Platform Capability Integrations.

(t) The contractor shall provide and/or modify systems designs and documentation for A-Kit, B-Kit and/or CSIL IV&V efforts in support of multiple platform integration projects. The contractor shall conduct/deliver the following as requested:

Site Survey Report (CDRL A001)	Developmental Design Drawings/Models and Associated Lists (CDRL A002)	Support Equipment Installation Data (SEID)(CDRL A003)
Engineering Drawings (CDRL A004)	Scientific and Technical Reports Summary (CDRL A005)	Installation Control Documents(CDRL A006)
Scientific and Technical Reports Summary (CDRL A007)	Thermal Survey Report (CDRL A008)	Support Equipment Installation Data (SEID) (CDRL A009)
Engineering Drawings(CDRL A00A)	Vibration Survey Report (CDRL A00B)	Engineering Drawings (CDRL A00C)
Installation Control Drawings (CDRL A00D)	Scientific and Technical Reports Summary (CDRL A00E)	Engineering Drawings (CDRL A00F)
Technical Manual Research and Analysis Source Data (CDRL A00G)	Engineering Drawings (CDRL A00H)	Computer Software Product (CDRL A00J)

(u) The contractor shall provide the Scientific and Technical Reports - Post Installation Checkout procedures which shall provide a detailed method to assure the proper installation of the avionics architecture to include: Power-on check procedures for first application of power; WRA software verification checks for individual WRAs; Basic communication between WRAs is functional; Basic function of subsystems with architecture (e.g.

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Radio control, BIT commands, etc.); Expected results for each check (Go/No Go) and Basic troubleshooting procedure for common errors (CDRL A00K).

(v) Reserved

(w) The contractor will assist in monitoring and verifying government integration products. (For example: requirements and design documents, and deliverables related to platform integration projects.)

(x) The contractor shall produce hardware, software, and artifacts in support of CSIL allocated testing requirements to include but not limited to: bench build, breakout boxes, bus analyzers, wiring diagrams, and structural drawings IAW material SOW section. The contractor shall install hardware products, subsystems, or systems to support test.

(y) The contractor shall produce test bench specifications based on allocated requirements (CDRL A00M).

(z) The contractor shall procure necessary piece parts to construct applicable test benches per approved specifications IAW material SOW section.

(aa) Provide CSIL technical support, including reconfiguration, relocation, breakdown, or reassembly of test benches for classified and unclassified government equipment.

(bb) The contractor shall perform test bench checkout procedures to ensure proper operation at the completion of bench construction and prior to any test events.

(cc) The contractor shall produce and integrate real, stimulated, or emulated test software and hardware in support of IV&V requirements. The Contractor shall support the analysis of test results.

(dd) The contractor shall produce and deliver Avionics Software Models, Scripts and Source Code developed to support IV&V. All software source code shall be produced on government owned computers, maintained and documented within the CSIL (CDRL A00N).

(ee) The contractor shall comply with the CSIL Software Development Plan Development Plan (CSIL - POL-SDP-003 Ver 2.0).

(ff) The contractor shall support on-site loading and trouble shooting of software.

(gg) The contractor shall provide technical support during bench operations, aircraft retrofit, improvements, modifications, modernization, and certifications.

(hh) The contractor shall provide training on test bench startup, normal shutdown, and emergency shutdown procedures.

(ii) The contractor shall comply with CSIL Development and Management Plan (CSIL-POL-DMP-001.00).

(jj) The contractor shall perform configuration management in support platform integration project efforts. This shall include, but not limited to, hardware and software configuration management, control and asset tracking (i.e., Configuration Control Boards, Equipment/Avionics hardware and software configurations, and critical path requirements).

(kk) To ensure ongoing CSIL Authority to Operate (ATO), the contractor shall analyze and comply with existing CSIL lab accreditation documentation and produce additional network documentation required to comply with the CSIL Certification and Accreditation Plan.

(ll) The contractor shall develop, implement, and assess software architecture conceptual designs in support of avionic integration projects using System and Software Architecture Best practices.

(mm) The contractor shall assess designs and develop software integration strategies to implement new capabilities using Open Architecture and the FACE standard.

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(nn) The contractor shall assess and review all software development, integration, IV&V, test and maintenance efforts associated with the software life cycle of the project.

(oo) The contractor shall provide technology support to include maintaining and monitoring the SharePoint database and tracking NMCI software and hardware changes.

3.4.2 OCF O&M Funded Tasks

(a) The contractor shall assist in the management of Platform Sustainment and Corrective Action Requirements and ensure all requirements are defined, quantifiable, measurable and traceable to Platform and/or Capability documented requirements. The contractor shall assist in ensuring all Platform incorporation of sustainment and corrective action requirements are documented IAW Government direction.

(b) The contractor shall assist in the identification of contract strategy to execute Platform Sustainment and Corrective Action Requirements. The contractor shall also support activities, such as PPCs and PID development.

(c) The contractor shall identify requirements for Government Independent Verification and Validation (IV&V) lab efforts (e.g., Common Systems Integration Lab, AV-8B Joint Systems Support Activity) in support of Fleet problem correction of deficiencies requirements (In Service Support).

(d) Reserved

(e) The contractor shall track prime vendor engineering artifacts as part of platform integration projects.

(f) The contractor shall maintain CSIL equipment and software in support of ongoing operations.

(g) The contractor shall support and upkeep of the laboratory equipment by assisting in reconfiguration or relocation of CSIL test benches, including the breakdown and reassembly of the test benches.

(h) The contractor shall perform tasks to assist in refurbishing, repairing, reworking, or sustaining hardware products, sub-systems, or systems required for testing, to include preparing equipment for shipment to an off-site repair facility.

(i) The contractor shall perform tasks to load software components into the test bench infrastructure and products, sub-systems, or systems required for maintenance testing.

(j) The contractor shall provide test bench support services, troubleshooting, and testing, perform test bench checkout procedures to evaluate operation of the bench and its ability interface correctly with the products, sub-systems, or systems under test; document discrepancies and report them to the Government IPT Lead.

(k) In support of platform modifications, overhaul, repair, rework, or sustainment, the contractor shall assist Subject Matter Experts (SMEs) on test bench startup, normal shutdown, and emergency shutdown procedures. Coordinate maintenance training and in-service engineering support for CSIL systems and test benches with PMA209, other NAVAIR PMAs, or platform customers.

(l) To ensure ongoing CSIL Authority to Operate (ATO), the contractor shall analyze and comply with existing CSIL lab accreditation documentation and produce additional network documentation required to comply with all DOD/NAVAIR directives for the CSIL Certification and Accreditation Plan.

(m) The contractor shall provide support in managing all project related Software Trouble reports using COTS and GOTS software tools.

(n) The contractor shall perform O&M funded Fleet Response Activity (FRA) functions, including but not limited to, Service liaison and response to Service/User inquiries. The contractor shall also perform Engineering Investigation support and Service software defect root cause analysis critical to ongoing O&M funded FRA effort.

(o) The contractor shall perform software maintenance, including related software defect correction design,

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development, testing and configuration management as required by PMA209 and in support of O&M funded software Capability Defect Package implementation.

(p) The contractor shall provide Service Triage support on fleet reported Software Trouble Reports (STRs). Service Triage encompasses Issue Tracking and Issue Confirmation which identifies estimated resources required to accept, document, track and to confirm/validate Service reported issues. The resources will perform an initial investigation to determine if the reported problem will require a software correction, a workaround to mitigate the impact, a "Red Stripe" or other naval message or if it is a training issue.

(q) The contractor shall provide follow-on support for fielded software products. The support includes attendance at Service meetings, providing temporary or permanent workarounds that do not involve changing operational software, duplication and distribution of media, and training associated with the fielded software.

3.4.3 OCF RDT&E Funded Tasks

(a) The contractor shall support the Government in managing platform development integration requirements and ensuring all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall support the government in ensuring all platform integration requirements are documented.

(b) The contractor shall assist in the identification of contract strategies to execute platform development integration requirements. The contractor shall also support activities such as PPCs and PID development.

(c) The contractor shall provide support in the management of platform development integration costs within defined cost parameters. Contractor shall report cost status IAW Government defined status reviews and reporting requirements.

(d) The contractor shall provide support in the schedule management of the platform development integration project within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.

(e) The contractor shall provide support in the management of the platform development integration project spend plan and ensure spend plan execution is within defined parameters.

(f) The contractor shall support the Government in the identification of potential risks for platform integration efforts for Government consideration and disposition. The contractor shall coordinate with the PMA209 and/or customer Risk Manager(s) to ensure Government validation; risks are entered and tracked in the PMA209 Risk Management Information System (RMIS) tool.

(g) The contractor shall provide support in developing draft staffing plans for platform development integration efforts IAW the ACIST Objective Based Planning (OBP) Process (PMA209 ACIST SWP-003 Ver 1.0). Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.

(h) The contractor shall support the Government in the evaluation of requirements, decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall assist in the evaluation of metrics required to ensure requirements are traced through the integration process.

(i) The contractor shall support the Government in the research and development of trade studies or analysis of alternatives in determining technical solutions for avionics modification and integration projects IAW the ACIST Decision Analysis: Performing Trade Studies (ACIST SWP-001 Ver. 1.0).

(j) The contractor shall support the Government in assessing the planning, preparation, and other requirements to successfully execute design reviews in accordance with NAVAIRINST 4355.19 and the ACIST SETR: The ACIST Guide to the Systems Engineering Technical Review (SETR) Process (PMA209 ACIST SWP-015 Ver 1.0).

(k) The contractor shall document and assist the Government in developing project technical strategies, processes,

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organization, and program tailoring IAW Systems Engineering Plans (SEPs). The contractor shall validate Systems Engineering Management Plans (SEMPS) to ensure proper technical planning, and processes have been identified and utilized for a contracted design, modification, or integration program.

(l) The contractor shall develop designs for integration of avionics systems and capabilities into air platforms IAW matrixed Government, contractor, and vendor engineering teams.

(m) The contractor shall evaluate platform systems and software architectures and provide technical strategies and plans for avionics integrations projects. This shall include functional and physical architectures to include system interfaces. The contractor shall evaluate trades offs and propose preferred architectures.

(n) The contractor shall provide technical analysis and verification support to test personnel as required. The contractor shall create plans used in identifying, acquiring, and/or providing required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these recommendations. The contractor shall develop technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall establish engineering expertise in support of operational Test and Evaluation efforts.

(o) The contractor shall develop, allocate, and verify requirements for Government Independent Verification and Validation (IV&V) lab efforts (e.g., Common Systems Integration Lab, AV-8B Joint Systems Lab, AV-8B Joint Systems Support Activity) in support of Project requirements.

(p) The contractor shall ensure compliance and provide artifacts to support applicable statutory, regulatory, and DOD certification authority (i.e., NMSC, AIMSPO, JITC, CNS/ATM, FAA, FACE Open Group Consortium).

(q) The contractor shall provide logistics management support for Platform Developmental Integration requirements. The contractor shall ensure all Platform Integration Training requirements are defined and executed IAW project defined requirements. The contractor shall ensure all Platform Integration Technical Data and Publication activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Supply Support activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Support Equipment requirements are defined and executed IAW project defined requirements. The contractor shall ensure other identified logistics requirements are defined and executed IAW project defined requirements.

(r) The contractor shall verify baseline source data necessary to provide life cycle support. The contractor shall also verify previous logistics analyses and documentation to support updated logistic requirements. The contractor shall provide ongoing technical support and training (as required) of fielded systems and integrations.

(s) The contractor shall provide technical writing support for required documentation in support of Platform Capability Integrations.

(t) The contractor shall develop systems designs and documentation for A-Kit, B-Kit and/or CSIL IV&V efforts in support of multiple platform integration projects. The contractor shall create/design the following as requested:

Site Survey Report (CDRL A001)	Developmental Design Drawings/Models and Associated Lists (CDRL A002)	Support Equipment Installation Data (SEID)(CDRL A003)
Engineering Drawings (CDRL A004)	Scientific and Technical Reports Summary (CDRL A005)	Installation Control Documents(CDRL A006)
Scientific and Technical Reports Summary (CDRL A007)	Thermal Survey Report (CDRL A008)	Support Equipment Installation Data (SEID) (CDRL A009)

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Engineering Drawings(CDRL A00A)	Vibration Survey Report (CDRL A00B)	Engineering Drawings (CDRL A00C)
Installation Control Drawings (CDRL A00D)	Scientific and Technical Reports Summary (CDRL A00E)	Engineering Drawings (CDRL A00F)
Technical Manual Research and Analysis Source Data (CDRL A00G)	Engineering Drawings (CDRL A00H)	Computer Software Product (CDRL A00J)

(u) The contractor shall provide the Scientific and Technical Reports - Post Installation Checkout procedures which shall provide a detailed method to assure the proper installation of the avionics architecture to include: Power-on check procedures for first application of power; WRA software verification checks for individual WRAs; Basic communication between WRAs is functional; Basic function of subsystems with architecture (e.g. Radio control, BIT commands, etc.); Expected results for each check (Go/No Go) and Basic troubleshooting procedure for common errors (CDRL A00K).

(v) Reserved

(w) The contractor shall monitor and verify government and/or prime vendor engineering products as part of avionics integration projects. (For example: requirements and design documents, and deliverables related to platform integration projects.)

(x) The contractor shall develop hardware, software, and artifacts in support of CSIL allocated testing requirements to include but not limited to: bench build, breakout boxes, bus analyzers, wiring diagrams, and structural drawings. The Contractor shall install hardware products, subsystems, or systems to support test.

(y) The contractor shall develop test bench specifications based on allocated requirements (CDRL A00M).

(z) The contractor shall procure necessary piece parts to construct applicable test benches per approved specifications IAW material SOW section.

(aa) The contractor shall provide CSIL technical support, including reconfiguration, relocation, breakdown, or reassembly of test benches for classified and unclassified government equipment.

(bb) The contractor shall perform test bench checkout procedures to ensure proper operation at the completion of bench construction and prior to any test events.

(cc) The contractor shall develop and integrate real, stimulated, or emulated test software and hardware in support of IV&V requirements. The Contractor shall support the analysis of test results.

(dd) The contractor shall develop and deliver Avionics Software Models, Scripts and Source Code developed to support IV&V. All software source code shall be developed on government owned computers, maintained and documented within the CSIL (CDRL A00N).

(ee) The contractor shall comply with the CSIL Software Development Plan (CSIL-POL-SDP-003 Ver 2.0).

(ff) The contractor shall support on-site loading and trouble shooting of software.

(gg) The contractor shall provide technical support during bench operations, aircraft retrofit, improvements, modifications, modernization, and certifications.

(hh) The contractor shall provide training on test bench startup, normal shutdown, and emergency shutdown procedures.

(ii) The contractor shall comply with CSIL Development and Management Plan (CSIL-POL-DMP-001.00).

(jj) The contractor shall perform configuration management in support platform integration project efforts. This shall include, but not limited to, hardware and software configuration management, control and asset tracking (i.e.,

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Configuration Control Boards, Equipment/Avionics hardware and software configurations, and critical path requirements).

(kk) To ensure ongoing CSIL Authority to Operate (ATO), the contractor shall analyze and comply with existing CSIL lab accreditation documentation and produce additional network documentation required to comply with the CSIL Certification and Accreditation Plan.

(ll) The contractor shall create, implement, and investigate software architecture conceptual designs in support of avionic integration projects using System and Software Architecture Best practices.

(mm) The contractor shall investigate designs and develop software integration strategies to implement new capabilities using Open Architecture and the FACE standard.

(nn) The contractor shall investigate all software development, integration, IV&V, test and maintenance efforts associated with the software life cycle of the individual project.

(oo) The contractor shall provide technology support to include maintaining and monitoring the SharePoint database and tracking NMCI software and hardware changes.

3.5 FMS Funded Tasks (CLINs 7005, 7105, 7205, 7305, 7405 and 7505)

(a) The contractor shall support the Government in managing platform modification and retrofit integration requirements and ensuring all integration requirements are defined, quantifiable, measurable and traceable to platform and/or capability documented requirements. The contractor shall assist the government in ensuring all platform integration requirements are documented in accordance with (IAW) Government direction.

(b) The contractor shall provide support in the development of contract strategies to execute platform modification and retrofit integration requirements. The contractor shall also support activities such as Procurement Planning Conferences (PPCs) and Procurement Initiation Document (PID) development.

(c) The contractor shall provide support in the monitoring of platform modification and retrofit integration costs for adherence within defined cost parameters. Contractor shall report cost status IAW Government defined status reviews and reporting requirements.

(d) The contractor shall provide support in the schedule management of the platform modification and retrofit integration project within defined schedule parameters. The contractor shall ensure critical path linkages and report Integrated Master Schedule status IAW Government defined status reviews and reporting requirements.

(e) The contractor shall provide support in spend plan management of the platform modification and retrofit integration project and ensure spend plan execution is within defined parameters.

(f) The contractor shall support the Government in the identification of potential risks for platform integration efforts for Government consideration and disposition. The contractor shall coordinate with the PMA209 and/or customer Risk Manager(s) to ensure Government validation; risks are entered and tracked in the PMA209 Risk Management Information System (RMIS) tool.

(g) The contractor shall provide support in developing draft staffing plans for platform modification and retrofit integration efforts IAW the ACIST Objective Based Planning (OBP) Process (PMA209 ACIST SWP-003 Ver 1.0). Workload and Staffing requirements may include PMA209 internal and external Subject Matter Expertise necessary for execution of Platform Integration requirements.

(h) The contractor shall support the Government in requirements analysis, decomposition, allocation, and traceability to system, subsystem, and test requirements. The contractor shall assist in the analyzing of metrics required ensure requirements are traced through the integration process.

(i) The contractor shall support the Government in the conducting of trade studies or analysis of alternatives in determining technical solutions for avionics modification and integration projects IAW the ACIST Decision

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Analysis: Performing Trade Studies (ACIST SWP-001 Ver. 1.0).

- (j) The contractor shall support the Government in assessing the planning, staffing, preparation, and other requirements to successfully execute design reviews in accordance with NAVAIRINST 4355.19 and the ACIST SETR: The ACIST Guide to the Systems Engineering Technical Review (SETR) Process (PMA209 ACIST SWP-015 Ver 1.0).
- (k) The contractor shall document and assist the Government in implementing project technical strategies, processes, organization, and program tailoring IAW Systems Engineering Plans (SEPs). The contractor shall review and analyze Systems Engineering Management Plans (SEMPS) to ensure proper technical planning, staffing, and processes have been identified and utilized for a contracted design, modification, or integration program.
- (l) The contractor shall conduct and/or support the integration of avionics systems and capabilities into air platforms IAW matrixed Government, contractor, and vendor engineering teams.
- (m) The contractor shall assess platform systems and software architectures and provide technical strategies and plans for avionics integrations projects. This shall include functional and physical architectures to include system interfaces. The contractor shall conduct trades offs and propose preferred architectures.
- (n) The contractor shall coordinate with required AIR-4.0, AIR-5.1, and vendor test personnel to assist in the implementation of developmental test and evaluation strategies and the execution of effective test and evaluation program(s). The contractor shall provide technical analysis and verification support to test personnel as required. The contractor shall analyze and make recommendations as to the required resources, engineering, systems modification, system development, facilities, tools, test equipment, and training required to effectively conduct testing. Contractor shall provide technical support to systems engineering and necessary technical data (analysis, CDRLs and artifacts) required to support the NAVAIR flight clearance process as defined in NAVAIRINST 13034.1. The contractor shall utilize the Engineering/Data Requirements Agreement Plan (EDRAP) process to document these recommendations. The contractor shall recommend technical strategies and identify test requirements for systems to ensure they meet platform systems and environmental qualification requirements. The contractor shall provide analysis and assessments as required in support of operational Test and Evaluation efforts.
- (o) The contractor shall develop, allocate, and verify requirements for Government Independent Verification and Validation (IV&V) lab efforts (e.g. Common Systems Integration Lab, AV-8B Joint Systems Lab, AV-8B Joint Systems Support Activity) in support of Project requirements.
- (p) The contractor shall ensure compliance and provide artifacts to support applicable statutory, regulatory, and DOD certification authority (i.e., NMSC, AIMSPO, JITC, CNS/ATM, FAA, FACE Open Group Consortium).
- (q) The contractor shall provide logistics management support for Platform Modification and Retrofit Integration requirements. The contractor shall ensure all Platform Integration Training requirements are defined and executed IAW project defined requirements. The contractor shall ensure all Platform Integration Technical Data and Publication activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Supply Support activities are IAW project defined requirements. The contractor shall ensure all Platform Integration Support Equipment requirements are defined and executed IAW project defined requirements. The contractor shall ensure other identified logistics requirements are defined and executed IAW project defined requirements.
- (r) The contractor shall update or modify baseline source data necessary to provide life cycle support. The contractor shall also update or modify previous logistics analyses and documentation to support updated logistic requirements. The contractor shall provide ongoing technical support and training (as required) of fielded systems and integrations.
- (s) The contractor shall provide technical writing support for required documentation in support of Platform Capability Integrations.

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(t) The contractor shall provide and/or modify systems designs and documentation for A-Kit, B-Kit and/or CSIL IV&V efforts in support of multiple platform integration projects. The contractor shall conduct/deliver the following as requested:

Site Survey Report (CDRL A001)	Developmental Design Drawings/Models and Associated Lists (CDRL A002)	Support Equipment Installation Data (SEID)(CDRL A003)
Engineering Drawings (CDRL A004)	Scientific and Technical Reports Summary (CDRL A005)	Installation Control Documents(CDRL A006)
Scientific and Technical Reports Summary (CDRL A007)	Thermal Survey Report (CDRL A008)	Support Equipment Installation Data (SEID) (CDRL A009)
Engineering Drawings(CDRL A00A)	Vibration Survey Report (CDRL A00B)	Engineering Drawings (CDRL A00C)
Installation Control Drawings (CDRL A00D)	Scientific and Technical Reports Summary (CDRL A00E)	Engineering Drawings (CDRL A00F)
Technical Manual Research and Analysis Source Data (CDRL A00G)	Engineering Drawings (CDRL A00H)	Computer Software Product (CDRL A00J)

(u) The contractor shall provide the Scientific and Technical Reports - Post Installation Checkout procedures which shall provide a detailed method to assure the proper installation of the avionics architecture to include: Power-on check procedures for first application of power; WRA software verification checks for individual WRAs; Basic communication between WRAs is functional; Basic function of subsystems with architecture (e.g. Radio control, BIT commands, etc.); Expected results for each check (Go/No Go) and Basic troubleshooting procedure for common errors (CDRL A00K).

(v) Reserved

(w) The contractor shall track prime vendor engineering products as part of avionics integration projects. (For example: requirements and design documents, and deliverables related to platform integration projects.)

(x) The contractor shall produce hardware, software, and artifacts in support of CSIL allocated testing requirements to include but not limited to: bench build, breakout boxes, bus analyzers, wiring diagrams, and structural drawings. The Contractor shall install hardware products, subsystems, or systems to support test.

(y) The contractor shall produce test bench specifications based on allocated requirements (CDRL A00M).

(z) The contractor shall procure necessary piece parts to construct applicable test benches per approved specifications IAW material section.

(aa) Provide CSIL technical support, including reconfiguration, relocation, breakdown, or reassembly of test benches for classified and unclassified government equipment.

(bb) The contractor shall perform test bench checkout procedures to ensure proper operation at the completion of bench construction and prior to any test events.

(cc) The contractor shall produce and integrate real, stimulated, or emulated test software and hardware in support of IV&V requirements. The Contractor shall support the analysis of test results.

(dd) The contractor shall produce and deliver Avionics Software Models, Scripts and Source Code developed to support IV&V. All software source code shall be produced on government owned computers, maintained and documented within the CSIL (CDRL A00N).

(ee) The contractor shall comply with the CSIL Software Development Plan (CSIL-POL-SDP-003 Ver 2.0).

(ff) The contractor shall support on-site loading and trouble shooting of software.

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(gg) The contractor shall provide technical support during bench operations, aircraft retrofit, improvements, modifications, modernization, and certifications.

(hh) The contractor shall provide training on test bench startup, normal shutdown, and emergency shutdown procedures.

(ii) The contractor shall comply with CSIL Development and Management Plan (CSIL-POL-DMP-001.00).

(jj) The contractor shall perform configuration management in support platform integration project efforts. This shall include, but not limited to, hardware and software configuration management, control and asset tracking (i.e., Configuration Control Boards, Equipment/Avionics hardware and software configurations, and critical path requirements).

(kk) To ensure ongoing CSIL Authority to Operate (ATO), the contractor shall analyze and comply with existing CSIL lab accreditation documentation and produce additional network documentation required to comply with the CSIL Certification and Accreditation Plan.

(ll) The contractor shall develop, implement, and assess software architecture conceptual designs in support of avionic integration projects using System and Software Architecture Best practices.

(mm) The contractor shall assess designs and develop software integration strategies to implement new capabilities using Open Architecture and the FACE standard.

(nn) The contractor shall assess and review all software development, integration, IV&V, test and maintenance efforts associated with the software life cycle of the project.

(oo) The contractor shall provide technology support to include maintaining and monitoring the SharePoint database and tracking NMCI software and hardware changes.

3.6 Other Direct Costs (CLINs 9001-9008, 9101-9109, 9201-9208, 9301-9308, 9401-9408 and 9501-9508)

The contractor shall provide material or other items which are necessary or integral to the performance of tasking included in the SOW. Approval shall be obtained from the Contracting Officers Representative (COR) prior to the purchase of any material or travel expenses. All material purchased by the Contractor under this item becomes the property of the Federal Government. Costs associated with travel and lodging shall be reimbursed in accordance with the Joint Travel Regulations (JTR). The number and types of trips, including the number of personnel traveling, shall be limited to the minimum required to accomplish work requirements and shall be coordinated in advance with the Government Project Manager for each individual task and the COR.

Other Direct Costs necessary for performance of this contract shall be reimbursed in accordance with NAVAIR clauses 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs, and 5252.242-9515, Restriction on the Direct Charging of Material. Other Direct Costs may include General and Administrative (G&A) expenses, but shall not include profit/fee.

Any material remaining after completion of the contract, the cost of which has been reimbursed by the Government, will remain Government property and disposition instructions will be sought from the Procuring Contracting Officer (PCO).

3.7 NMCI (CLINs 9009-9011, 9110-9112, 9209-9211, 9309-9311 and 9409-9411)

Note: NMCI CLINs will not be funded or reimbursed by this task order

The Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this contract/order. Coordination of these services is to be conducted through the COR. Disposition or transfer instructions of previously acquired NMCI assets will be provided by the COR as appropriate.

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3.8 Increased Capacity

(a) Increased Capacity for Service Labor (CLINs 7020, 7120, 7220, 7320 and 7420)

Increased capacity labor support will include the tasking as shown in Paragraphs 3.1 through 3.5 and applicable subparagraphs. Increased capacity is subject to the guidance of clause H-1 of the task order.

(b) Increased Capacity for Other Direct Costs (CLINs 9020, 9120, 9220, 9320 and 9420)

Increased Capacity ODC support will include the tasking as shown in paragraph 3.6 (ODCs) and 3.7 (NMCI). Increased capacity is subject to the guidance of clause H-1 of the contract.

3.9 Technical Data (CLINs 7040, 7140, 7240, 7340, 7440 and 7540)

All product deliverables and supporting documentation, reports and required data tasks in this Statement of Work shall be delivered in accordance with schedules and specifics in the attached CDRLs (A001-A009 and A00A-A00O). (Note CDRL A00L is reserved) CDRL consist of a monthly Contractor's Progress, Status and Management Report. 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," labor rates reported within cost incurred CDRL shall comply with NAVAIR Competency Tripwire rates on a monthly basis, and contract attachment. (CDRL A00P & CDRL A00Q)

4.0 Operation Security Program (OPSEC) (CLIN 7050)

An OPSEC plan will be developed and implemented, upon Government approval. Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level noted in the Attachment (J2) DD Form 254. The contractor shall ensure that any new employees, prior to their starting, have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work (CDRL B001).

All employees performing on this task order are required to obtain a minimum of an interim SECRET clearance within 45 days and a SECRET clearance within 6 months after task order award.

5.0 Reserved

6.0 Place of Performance

The services to be performed herein shall be performed at NAS Patuxent River, MD and Contractor Facilities within 30 miles of the place of performance.

7.0 Utilities

The contractor shall support program and data management via use of NERP, NMCI, E-Power, MS Office products, and other program office software utilities. Provide information technology support to include maintaining and monitoring the SharePoint database and tracking NMCI software and hardware changes.

8.0 Non-Disclosure Agreements

In the performance of the task order, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the task order execute a non-disclosure agreement satisfactory to the Task Order Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor and employees' duties with respect to non-public information and promise to comply with those obligations. Copies of the executed non-disclosure agreements shall be provided to the Government.

Consistent with the terms and conditions of paragraph (e)(5) of NAVAIR clause 5252.209-9510 Organizational

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Conflicts of Interest (Services), with respect to proprietary data of third parties, and DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract for other than Government purposes, and shall not do so for any commercial or personal purpose.

In the event that the Contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or on-going agreement with regard to the services to be performed herein, the Contractor shall consider such interest a potential conflict of interest under paragraph (g) of NAVAIR 5252.209-9510, and promptly disclose it to the Contracting Officer.

9.0 Identification Badges

The Contractor shall furnish all requested information required to facilitate issuance of identification badges, as required, and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out Contractor personnel unless all media, including Common Access Cards (CAC), are returned in accordance with NASPAXRIV Instruction 5510.15, Regulations Governing Admission to Naval Air Station, Patuxent River, Webster Field, and Navy Recreation Center Solomons. Instructions and associated revisions can be found at the following website: <https://homepages.navair.navy.mil/directives/>.

10.0 Identification of Contractor Personnel

Corporation affiliation shall be referenced on all written documentation to include electronic signatures on individual contractor personnel emails. This is required for internal and external communication. Similarly, the contractor affiliation shall be identified when answering phone calls i.e. "this is personal name with vendor how may I help you" and at the beginning of any meeting or conference where contractor personnel are in attendance.

11.0 Standards of Quality

The contractor shall have a contractor managed Quality Assurance Program. The Quality Assurance shall be managed in accordance with Attachment J4, Quality Assurance Surveillance Plan.

12.0 CWS

(a) The contractor shall provide the required services and staffing coverage during normal working hours (NWHs). Normal working hours are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday -Friday. Services and staffing shall be provided for each office at least 8 hours per day (during the 8.5 hour workday, which includes the 30-minute lunch break).

(b) Government Employees are allowed to voluntarily work a "Compressed Work Schedule" (CWS). CWS is an alternative work schedule to the traditional five 8.5 hour workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completes the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

(c) The contractor awarded this contract, with agreement by the COR/ACOR, may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor

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employees from providing necessary staffing and services coverage when required by the Government.

13.0 Deliverables

All deliverables shall be delivered in accordance with the schedules and conditions specified in the attached Contract Data Requirements Lists (CDRLs), DD Form 1423.

- A001 – Site Survey Report
- A002 – Development Design, Modeling and Fabrication Drawings
- A003 – Support Equipment Installation Data (SEID)
- A004 – Engineering Drawings (Drawing Tree)
- A005 – Scientific and Technical Reports Summary (Structural Load Analysis)
- A006 – Installation Control Documents (Wiring Diagrams)
- A007 – Scientific and Technical Reports Summary (Electrical Load Analysis)
- A008 – Thermal Survey Report
- A009 – Support Equipment Installation Data (SEID) (Installation Instructions)
- A00A – Engineering Drawings (Electrical Schematics)
- A00B – Vibration Survey Report
- A00C – Engineering Drawings (Harness Routing Drawings)
- A00D – Installation Control Drawings (Harness Fabrication Drawings)
- A00E – Scientific and Technical Reports Summary (Weight and Balance Report)
- A00F – Engineering Drawings (Interface Design Drawings)
- A00G – Technical Manual Research and Analysis Source Data
- A00H – Engineering Drawings (Physical Architecture Block Design)
- A00J – Computer Software Product
- A00K – Scientific and Technical Reports (Post Installation Checkout Procedures)
- A00L – Reserved
- A00M – Conceptual Design Drawings/Models
- A00N – Computer Software Product
- A00P – Contractor’s Progress, Status and Management Report
- A00Q – Contracting Officer’s Management Report (Incurred Cost & Progress Reporting for Services; Invoices Support Report)
- B001 – Operations Security (OPSEC) Plan

14.0 Performance-Based Metrics

The contractor shall accomplish tasking as specified in this SOW. Performance of this work shall be measured in accordance with the Quality Assurance Surveillance Plan (QASP). 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 A00Q, and contract attachment J6.

15.0 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 PMA209 Program Management Support Services 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>.

16.0 Minimum Labor Qualifications

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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.

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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.

Note: The Labor Category descriptions for Engineer/Scientist V (a) and (c) and Senior Program Manager (a) are identified as key personnel. There are a total of 3 key personnel.

Labor Category Information:

<u>Proposed Labor Category</u>	<u>Proposed Function Description</u>	<u>Proposed Education</u>	<u>Proposed Experience</u>
Drafter/CAD Operator III	<p>This operator prepares complete sets of complex drawings or computer models that include multiple views, detail drawings, and assembly drawings. Drawings or models include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to draw land contours or to compute weights, center of gravity, load capacities, dimensions, quantities of material, etc. The Draft/CAD Operator works from sketches, computer models, and verbal information supplied by an engineer, architect, or designer to determine the most appropriate views, detail drawings, and supplementary information needed to complete assignments. This operator selects required information from computer programs, and internet sites, precedents, manufacturers' catalogs, and technical guides. This operator independently resolves most of the problems encountered. Supervisor or design originator may suggest methods of approach or provide advice on unusually difficult problems. Typical assignments include:</p> <p>a. Prepares complete sets of drawings of test equipment to be manufactured from layouts, models, or sketches. Several cross-sectional and subassembly drawings are required. From information supplied by the</p>	<p>High School diploma or General Educational Development (GED); Vocational training commensurate with Department of Labor functional description.</p>	<p>Experience performing the duties of the labor category as described in the Department of Labor functional description.</p>

	<p>design originator and from technical handbooks and manuals, this operator describes dimensions, tolerances, fits, fabrication techniques, and standard parts to use in manufacturing the equipment.</p> <p>b. From electronic schematics, information as to maximum size, and manuals giving dimensions of standard parts, determines the arrangement and prepares drawing of printed circuit boards.</p>		
Engineer/Scientist III	<p>Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.</p>	<p>BS degree in Math, Physics, Computer Science or one of the following Engineering Disciplines: Aerospace, Aeronautical, Electrical, Mechanical, Electronic or Computer Software is required.</p>	<p>At least six (6) years of experience in an Engineering position is required. Five (5) years of experience directly related to Naval Aviation Avionics systems and demonstrated knowledge in area of engineering expertise is preferred.</p>
Engineer/Scientist IV	<p>Performs tasks with little or no guidance. Demonstrate knowledge in area of software engineering/architecting expertise including Integrated Modular Architecture (IMA). Applies computer science, computer engineering, or software engineering principles to investigate, analyze, plan, report, and design, develop, implement, test or evaluate software and architectures for military weapons systems. Reviews and prepares</p>	<p>BS degree in Math, Physics, Computer Science or one of the following Engineering Disciplines: Aerospace, Aeronautical, Electrical, Mechanical, Electronic or Computer Software is required.</p>	<p>At least ten (10) years of experience in an Engineering/Science Field, six (6) years directly related to Naval Aviation Avionics systems is required.</p>

	<p>engineering and technical analyses, change proposals, and other technical documentation. Applies experience to perform functions such as developing functional and logical software designs, system integration, configuration management, or engineering resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems.</p>		
<p>Engineer/Scientist V (a) Key</p>	<p>Performs tasks with little or no guidance. Demonstrate knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems. OR; Leads the execution of complex tasks. Applies and integrates engineering principles to investigate, analyze, plan, design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies</p>	<p>MS degree in Computer Science, Math or Engineering Discipline. ALLOWABLE SUBSTITUTION: A BS degree in Computer Science, Math or Engineering Discipline and an additional four (4) years of experience can be substituted for an MS degree.</p>	<p>At least fifteen (15) years of experience in an engineering position, which ten (10) years directly related to Naval Aviation Avionics systems is required.</p>

	<p>engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software related to engineering or functional requirements of military weapons systems, associated support systems.</p>		
Engineer/Scientist V (b)	<p>Performs tasks with little or no guidance. Demonstrate knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems. OR; Leads the execution of complex tasks. Applies and integrates engineering principles to investigate, analyze, plan, design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance</p>	<p>MS degree in Computer Science, Math or Engineering Discipline. ALLOWABLE SUBSTITUTION: A BS degree in Computer Science, Math or Engineering discipline and an additional four (4) years of experience can be substituted for an MS degree.</p>	<p>At least fifteen (15) years of experience in an engineering position, which ten (10) years directly related to Naval Aviation Avionics systems is required.</p>

	testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software related to engineering or functional requirements of military weapons systems, associated support systems.		
Engineer/Scientist V (c) Key	Performs tasks with little or no guidance. Demonstrate knowledge in area of software engineering/architecting expertise including Integrated Modular Architecture (IMA). Applies computer science, computer engineering, or software engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate software and architectures military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as developing functional and logical software designs, system integration, configuration management, and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems. OR; Leads the execution of complex tasks. Applies and integrates software engineering principles to investigate, analyze, plan, design, develop, implement, test or evaluate military weapons systems software. Reviews and prepares software engineering and technical analyses, reports, change proposals, and other technical documentation. Applies software engineering experience to perform functions such as	MS degree in Computer Science, Math or Engineering discipline. ALLOWABLE SUBSTITUTION: A BS degree in Computer, Science, Math or Engineering discipline and an additional four (4) years of experience can be substituted for an MS degree.	At least fifteen (15) years of experience in an engineering position, which ten (10) years directly related to Naval Aviation Avionics systems is required.

	software integration, configuration management, quality assurance testing, and resource management. Analyzes designs, develops, implements, tests, or evaluates software related to engineering or functional requirements of military weapons systems, associated support systems.		
Engineering Technician II	<p>The Engineering Technician II performs standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:</p> <p>a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment;</p> <p>b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors;</p> <p>c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.</p>	AS or AA degree in a Mechanical or Electrical Technical Discipline. ALLOWABLE SUBSTITUTION: Five (5) years of practical experience, to include Laboratory testing, manufacturing, or maintenance.	At least three (3) years of practical experience, to include laboratory testing, manufacturing, or maintenance is required.
Systems Analyst	Collects information to analyze and evaluate. Performs logical	BS or BA degree in an Economics,	At least six (6) years of experience with

	<p>and physical system design and reviews and prepares system documents and specifications. Conducts technical research on system upgrades to determine feasibility, cost, time required, and compatibility with system. Prepares reports, studies and documentation. Delivers presentations and participates in meetings. Works on special problem areas; administers complex areas of the network, security analysis and planning.</p>	<p>Engineering, Math, Computer Science, or Business Discipline is required. ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.</p>	<p>mid-sized client-server systems in systems analysis, software design, software development and database administration is required. Experience working independently and as part of a team in researching data, developing analytical techniques and methodologies required. Demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques is preferred.</p>
<p>System Administrator, Senior</p>	<p>Manages the functionality and efficiency of a group of computers running on one or more operating systems. Maintains the integrity and security of servers and systems including tasking that involves analysis of the information assurance posture of networks and systems in support of system certification and accreditation. Leads the development of system IA documentation to support certification of compliance to the DoD Information Assurance Certification and Accreditation Process (DIACAP). Applies knowledge of Information Security policies and procedures to process and protect DoD classified information. Apply knowledge of policies, regulations, and Executive Orders in the marking, handling, and dissemination of classified material and information. Sets up administrator and service accounts. Maintains system documentation. Interacts with users and evaluates vendor products. Makes recommendations to purchase</p>	<p>BS or BA degree in a Computer Science, Math, Engineering or Information Systems Discipline. ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience for a BS or BA degree; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.</p>	<p>At least seven (7) years of practical experience in computer systems administration and analysis with at least four (4) years demonstrated experience in secure network/system design, including analysis and implementation of computer network security mechanisms is preferred. Demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques. Performs tasks with little or no guidance.</p>

	<p>hardware and software, coordinates installation, and provides backup recovery. Develops and monitors policies and standards for allocation related to the use of computing resources. May program in an administrative language. Develops and implements testing strategies and document results. Provides advice and training to end-users. Provides guidance and work leadership to less-experienced staff members. Maintains current knowledge of relevant technologies as assigned. Participates in special projects as required. Conducts technical research on system upgrades to determine feasibility, cost, time required, and compatibility with system.</p>		
Computer Programmer III	<p>As a fully qualified Computer Programmer, this Worker applies standard programming procedures and detailed knowledge of pertinent subject matter in a programming area such as a record keeping operation (supply, personnel and payroll, inventory, purchasing, insurance payments, depositor accounts, etc.); a well-defined statistical or scientific problem; or other standardized operation or problem. The incumbent works according to approved statements of requirements and detailed specifications. While the data are clear cut, related, and equally available, there may be substantial interrelationships of a variety of records and several varied sequences of formats are usually produced. The programs developed or modified typically are linked to several other programs in that the output of one becomes the input for another. This Computer Programmer recognizes probable interactions</p>	<p>High School diploma or GED; and completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCS D), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program</p>	<p>At least six (6) years of experience, to include: Software Design, Development, and Test and Evaluation. Four (4) years of programming experience with "Specific Project" programming languages. Three (3) years of experience, to include: Database development, Web page design, Computer Based Training development, and using .NET tools and .net Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools. Experience may be concurrent. Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.</p>

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of other related programs with the assigned program(s) and is familiar with related system software and computer equipment, and solves conventional programming problems, (In small organizations, may maintain programs that concern or combine several operations, i.e. users, or develop programs where there is one primary user and the others give input.) The Computer Programmer III performs such duties as developing, modifying, and maintaining assigned programs, designing and implementing modifications to the interrelation of files and records within programs in consultations with higher level staff. This Worker monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; implements and/or maintains assigned portions of a scientific programming project, applying established scientific programming techniques to well-defined mathematical, statistical, engineering, or other scientific problems usually requiring the translation of mathematical notation into processing logic and code. (Scientific programming includes assignments such as: using predetermined physical laws expressed in mathematical terms to relate one set of data to another; the routine storage and retrieval of field test data, and using procedures for real-time command and control, scientific data reduction, signal processing, or similar areas.) This Programmer tests, documents work, writes and maintains operator instructions for assigned programs, and confers with other EDP personnel to obtain or provide factual data. In addition, this Programmer may carry out

(RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

	<p>fact-finding and programming analysis of a single activity or routine problem, applying established procedures where the nature of the program, feasibility, computer equipment, and programming language have already been decided. Job tasks may require the incumbent to analyze present performance of the program and take action to correct deficiencies based on discussion with the user and consultation with and approval of the supervisor or higher-level staff. This Programmer may assist in the review and analysis of detailed program specifications, and in program design to meet changes in work processes. The Computer Programmer III works independently under specified objectives; applies judgment in devising program logic and in selecting and adapting standard programming procedures, resolves problems and deviations according to established practices, and obtains advice where precedents are unclear or not available. This Worker, may guide or instruct lower level programmers; supervise technicians and others who assist in specific assignments, works on complex programs under close direction of higher level staff or supervisor, and may assist higher level staff by independently performing moderately complex tasks assigned, and performing complex tasks under close supervision. Work at a level above this is deemed Supervisory or Individual Contributor. Completed work is reviewed for conformance to standards, timeliness, and efficiency.</p>		
Logistician IV	Performs various tasks related to the development, operation, evaluation, and improvement of	BS or BA degree; Working towards Professional Logistics	At least ten (10) years of experience in defense life-cycle (acquisition)

	<p>weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.</p>	<p>Certification is preferred. ALLOWABLE SUBSTITUTION: An additional five (5) years of experience working in direct support of Defense life-cycle logistics can be substituted for a BS or BA degree.</p>	<p>logistics is required.</p>
Program Analyst	<p>Analyzes program requirements, status, budget and schedules. Performs program management, technical, or business case analyses. Participates as a member of and/or supports the specified Program Integrated Product Teams (IPTs); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and</p>	<p>BS or BA degree in a Business, Management, Finance, Math, Computer Science, Information Services Management is required. ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience; OR an additional six (6) years of experience may be substituted for</p>	<p>At least four (4) years of experience in program management, technical or business analysis discipline; and included in the four (4) years, there must be two (2) years professional experience in technical efforts supporting major weapon systems and components development. Experience processing program acquisition,</p>

	schedules. Applies policies and procedures for financial planning.	a BS or BA degree.	funding and contract documentation for military programs is preferred. Demonstrated experience in the program/project status and schedules is preferred. Demonstrated knowledge of SECNAV, OPNAV and OSD policy is preferred.
Program Analyst, Senior	Performs critical program management, technical, or business analysis of major DoD acquisition systems and provides recommendations to ensure program success. Provides program analysis support for all aspects of the program. Participates as a member of and/or supports the overall Program and Integrated Product Teams (IPTs). Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.	MS or MA degree in a Business, Management, Finance, Math, or Information Services Management. ALLOWABLE SUBSTITUTION: A BS or BA degree or PMI certification and an additional three (3) years of experience can be substituted for an MS or MA degree. An additional five (5) years' experience may be substituted for the degree requirement.	At least ten (10) years' experience in program management, technical, or business analysis discipline, related to weapon systems acquisition and life cycle management; preferred a minimum of six (6) years out of 10 years of recent work experience related to analysis and planning. Familiarity with SECNAV, OPNAV, and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work Requests, Requisitions, Contract Data Requirements List, and DD254 is preferred. Demonstrated experience in the program/project status, earned value management, schedules is preferred.
Program Manager	Acts as the overall lead, manager and administrator for the contracted effort in support of aircraft subsystems, ACAT III-IV programs or AAPs. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Oversees contractor personnel program/project	BS or BA degree in a Business, Administration, Engineering Discipline, Math, Computer Science, or Economics is required. Allowable Substitution: AS or AA degree and an additional four (4) years of experience	At least six (6) years of professional experience in the Defense acquisition, and three (3) years of experience in support of Navy Acquisition management. Experience with aircraft systems, hardware and software, configuration

	<p>operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.</p>	<p>may be substituted for a BA/BS or an additional eight (8) years of experience may be substituted for a BA/BS.</p>	<p>control, test and evaluation, systems integration, and systems supportability is preferred. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability is preferred. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management is preferred.</p>
<p>Program Manager, Senior (a)</p> <p>Key</p>	<p>Acts as the overall lead, manager and administrator for the contracted effort of ACAT I and II programs or manages across multiple teams. Directs efforts of cross-competency team(s) to include contractors at multiple locations. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Regularly briefs senior leadership on program status and</p>	<p>MS or MA degree in Business, Math Engineering, Computer Science, or Economics.</p> <p>ALLOWABLE SUBSTITUTION: A BS or BA degree and an additional four (4) years of experience can be substituted for an MS or MA degree.</p>	<p>At least twelve (12) years of professional experience in the Defense acquisition, three (3) years of which must have been in the previous six (6) years, in support of Navy Acquisition management; and a minimum of three (3) years supervisory experience is preferred. Experience with aircraft</p>

	<p>milestones. Oversees contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.</p>		<p>systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability is preferred. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability is preferred. Experience managing different phases of weapon system acquisition, including Concept Development, SD&D. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management is preferred.</p>
<p>Program Manager, Senior (b)</p>	<p>Acts as the overall lead, manager and administrator for the contracted effort of ACAT I and II programs or manages across multiple teams. Directs efforts of</p>	<p>MS or MA degree in Business, Math Engineering, Computer Science, or Economics.</p>	<p>At least twelve (12) years of professional experience in the Defense acquisition, three (3) years of which</p>

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cross-competency team(s) to include contractors at multiple locations. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Regularly briefs senior leadership on program status and milestones. Oversees contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.

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

must have been in the previous six (6) years, in support of Navy Acquisition management; and a minimum of three (3) years supervisory experience is preferred. Experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability is preferred. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability is preferred. Experience managing different phases of weapon system acquisition, including Concept Development, SD&D. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and

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			financial management is preferred.
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17.0 Acronyms

ACRONYM:	DEFINED AS:
ACE	Air Combat Electronics
ACIST	Aviation Capabilities Integration Systems Team
AIMSPO XII/XIIA System Program Office	Air Traffic Control Radar Beacon System Identification Friend or Foe, Mark
AIU	Aircraft Interface Unit
AOA	Analysis of Alternatives
ATO	Authority to Operate
CDRL	Contract Data Requirements List
CLIN	Contract Line Item Number
CONOPS	Concept of Operations
COTS	Customer Off The Shelf
CPFF	Cost Plus Fixed Fee
CNS/ATM	Communication, Navigation, Surveillance/Air Traffic Management
CSIL	Common Systems Integration Lab
CWS	Compressed Work Schedule
DCU	Data Concentrator Units
DOD	Department of Defense
DODAF	Dept. of Defense Architecture Framework Version 2.0 or higher
DT&E	Developmental Test and Evaluation
EDRAP	Engineering/Data Requirements Agreement Plan
EICAS	Engine Indicating and Crew Alerting System
eMASS	Enterprise Information Assurance Support Services

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FAA	Federal Aviation Administration
FACE	Future Airborne Capability Environment
GOTS	Government Off The Shelf
IA	Information Assurance
IPCs	Integrated Processing Centers
JITC	Joint Test and Interoperability Command
IAW	In accordance with
IV&V	Independent Verification and Validation
MAC	Mission Assurance Category
MFD	Multi-Function Displays
NMSC	Navy Marine Corps Spectrum Center
OBP	Objective Based Planning
PID	Procurement Initiation Document
PPC	Planning Procurement Conference
PTAs	Programmatic and Technical Assumptions
RF	Radio Frequency
RMIS	Risk Management Information System
SEMP	Systems Engineering Management Plan
SEP	Systems Engineering Plans
SETR	Systems Engineering Technical Review Process
SMA	Systems Management Activity
SME	Subject Matter Expert
SOW	Statement of Work
STC	Supplemental Type Certificate

13RA 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

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provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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.

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(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.

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SECTION D PACKAGING AND MARKING

Note: All clauses of Section D of the Seaport –Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Items 7001-7005, 7101-7105, 7201-7205, 7301-7305, 7401-7405 and 7501– Packing and marking are not applicable to these items.

Items 9001-9007, 9101-9109, 9201-9208, 9301-9308, 9401-9408 and 9501-9508 – Packing and marking shall be in accordance with best commercial practices.

Items 7040, 7140, 7240, 7340, 7440, and 7540 – The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

Item 7050 - The data to be furnished hereunder shall be in accordance with Exhibit (B), DD Form 1423, Contract Data Requirements List (CDRL).

13RA HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be 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.

13RA 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:
 - a. Name of Individual Sponsor: James Lumpkins
 - b. Name of Requiring Activity: PMA-209
 - c. City and State: Patuxent River, Maryland

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SECTION E INSPECTION AND ACCEPTANCE

Note: All the 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 7001-7005, 7101-7105, 7201-7205, 7301-7305, 7401-7405 and 7501-7505-The Government will monitor the Contactor's performance to ensure compliance with contract requirements, inclusive of terms and conditions, in accordance with Section C Statement of Work (SOW) and Section J, Attachment J4, Quality Assurance Surveillance Plan (QASP). Inspection and acceptance of the services called for hereunder shall be performed by the Contracting Officer's Representative (COR) in accordance with the QASP.

Items 7040, 7140, 7240, 7340, 7440, and 7540 – The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL). Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

Item 7050 - The data to be furnished hereunder shall be in accordance with Exhibit (B), DD Form 1423, Contract Data Requirements List (CDRL). Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by enduring successful completion of the requirement set forth in the DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of 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 material.

Note: The PCO refers to the task order PCO.

Supplies/Services will be inspected/accepted at:

CLINs	INSPECTION AT	INSPECTION BY	ACCEPTANCE AT	ACCEPTANCE BY
Base Period				
7001-7050	Destination	Government	Destination	Government
9001-9010	Destination	Government	Destination	Government
Option Period I				
7101-7140	Destination	Government	Destination	Government
9101-9112	Destination	Government	Destination	Government
Option Period II				
7201-7240	Destination	Government	Destination	Government
9201-9211	Destination	Government	Destination	Government
Option Period III				
7301-7340	Destination	Government	Destination	Government
9301-9311	Destination	Government	Destination	Government

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Option Period IV				
7401-7440	Destination	Government	Destination	Government
9401-9411	Destination	Government	Destination	Government
Option Period V				
7501-7540	Destination	Government	Destination	Government
9501-9508	Destination	Government	Destination	Government

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SECTION F DELIVERABLES OR PERFORMANCE

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

7001	1/1/2017 - 11/30/2017
7002	1/1/2017 - 11/30/2017
7003	1/1/2017 - 11/30/2017
7004	1/1/2017 - 11/30/2017
7005	1/1/2017 - 11/30/2017
7101	12/1/2017 - 11/30/2018
7102	12/1/2017 - 11/30/2018
7103	12/1/2017 - 11/30/2018
9001	1/1/2017 - 11/30/2017
9002	1/1/2017 - 11/30/2017
9003	1/1/2017 - 11/30/2017
9004	1/1/2017 - 11/30/2017
9005	1/1/2017 - 11/30/2017
9006	1/1/2017 - 11/30/2017
9007	1/1/2017 - 11/30/2017
9008	1/1/2017 - 11/30/2017
9009	1/1/2017 - 11/30/2017
9010	1/1/2017 - 11/30/2017
9011	1/1/2017 - 11/30/2017
9102	12/1/2017 - 11/30/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7001	1/1/2017 - 11/30/2017
7002	1/1/2017 - 11/30/2017
7003	1/1/2017 - 11/30/2017
7004	1/1/2017 - 11/30/2017
7005	1/1/2017 - 11/30/2017
7101	12/1/2017 - 11/30/2018
7102	12/1/2017 - 11/30/2018
7103	12/1/2017 - 11/30/2018
9001	1/1/2017 - 11/30/2017
9002	1/1/2017 - 11/30/2017
9003	1/1/2017 - 11/30/2017
9004	1/1/2017 - 11/30/2017
9005	1/1/2017 - 11/30/2017

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9006	1/1/2017 - 11/30/2017
9007	1/1/2017 - 11/30/2017
9008	1/1/2017 - 11/30/2017
9009	1/1/2017 - 11/30/2017
9010	1/1/2017 - 11/30/2017
9011	1/1/2017 - 11/30/2017
9102	12/1/2017 - 11/30/2018

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

7020	1/1/2017 - 11/30/2017
7104	12/1/2017 - 11/30/2018
7105	12/1/2017 - 11/30/2018
7120	12/1/2017 - 11/30/2018
7201	12/1/2018 - 11/30/2019
7202	12/1/2018 - 11/30/2019
7203	12/1/2018 - 11/30/2019
7204	12/1/2018 - 11/30/2019
7205	12/1/2018 - 11/30/2019
7220	12/1/2018 - 11/30/2019
7301	12/1/2019 - 11/30/2020
7302	12/1/2019 - 11/30/2020
7303	12/1/2019 - 11/30/2020
7304	12/1/2019 - 11/30/2020
7305	12/1/2019 - 11/30/2020
7320	12/1/2019 - 11/30/2020
7401	12/1/2020 - 11/30/2021
7402	12/1/2020 - 11/30/2021
7403	12/1/2020 - 11/30/2021
7404	12/1/2020 - 11/30/2021
7405	12/1/2020 - 11/30/2021
7420	12/1/2020 - 11/30/2021
7501	12/1/2021 - 12/31/2021
7502	12/1/2021 - 12/31/2021
7503	12/1/2021 - 12/31/2021
7504	12/1/2021 - 12/31/2021
7505	12/1/2021 - 12/31/2021
9020	1/1/2017 - 11/30/2017
9101	12/1/2017 - 11/30/2018
9103	12/1/2017 - 11/30/2018

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9104	12/1/2017 - 11/30/2018
9105	12/1/2017 - 11/30/2018
9106	12/1/2017 - 11/30/2018
9107	12/1/2017 - 11/30/2018
9108	12/1/2017 - 11/30/2018
9109	12/1/2017 - 11/30/2018
9110	12/1/2017 - 11/30/2018
9111	12/1/2017 - 11/30/2018
9112	12/1/2017 - 11/30/2018
9120	12/1/2017 - 11/30/2018
9201	12/1/2018 - 11/30/2019
9202	12/1/2018 - 11/30/2019
9203	12/1/2018 - 11/30/2019
9204	12/1/2018 - 11/30/2019
9205	12/1/2018 - 11/30/2019
9206	12/1/2018 - 11/30/2019
9207	12/1/2018 - 11/30/2019
9208	12/1/2018 - 11/30/2019
9209	12/1/2018 - 11/30/2019
9210	12/1/2018 - 11/30/2019
9211	12/1/2018 - 11/30/2019
9220	12/1/2018 - 11/30/2019
9301	12/1/2019 - 11/30/2020
9302	12/1/2019 - 11/30/2020
9303	12/1/2019 - 11/30/2020
9304	12/1/2019 - 11/30/2020
9305	12/1/2019 - 11/30/2020
9306	12/1/2019 - 11/30/2020
9307	12/1/2019 - 11/30/2020
9308	12/1/2019 - 11/30/2020
9309	12/1/2019 - 11/30/2020
9310	12/1/2019 - 11/30/2020
9311	12/1/2019 - 11/30/2020
9320	12/1/2019 - 11/30/2020
9401	12/1/2020 - 11/30/2021
9402	12/1/2020 - 11/30/2021
9403	12/1/2020 - 11/30/2021
9404	12/1/2020 - 11/30/2021
9405	12/1/2020 - 11/30/2021
9406	12/1/2020 - 11/30/2021
9407	12/1/2020 - 11/30/2021
9408	12/1/2020 - 11/30/2021
9409	12/1/2020 - 11/30/2021

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9410	12/1/2020 - 11/30/2021
9411	12/1/2020 - 11/30/2021
9420	12/1/2020 - 11/30/2021
9501	12/1/2021 - 12/31/2021
9502	12/1/2021 - 12/31/2021
9503	12/1/2021 - 12/31/2021
9504	12/1/2021 - 12/31/2021
9505	12/1/2021 - 12/31/2021
9506	12/1/2021 - 12/31/2021
9507	12/1/2021 - 12/31/2021
9508	12/1/2021 - 12/31/2021

Note: All clauses of Section F of the basic contract apply to this task order (if applicable), unless otherwise specified in the task order, in addition to the following:

The periods of performance for the following CLINs are shown below:

CLINs 7001-7005, 7020, 7040, 7050, 9001-9010, 9020 - Base Period - 1 January 2017 – 30 November 2017

CLINs 7101-7105, 7120, 7140, 9101-9112, 9120 - Option Period I - 1 December 2017 – 30 November 2018

CLINs 7201-7205, 7220, 7240, 9201-9211, 9220 - Option Period II - 1 December 2018 – 30 November 2019

CLINs 7301-7305, 7320, 7340, 9301-9311, 9320 - Option Period III - 1 December 2019 – 30 November 2020

CLINs 7401-7405, 7420, 7440, 9401-9411, 9420 - Option Period IV - 1 December 2020 – 30 November 2021

CLINs 7501-7505, 7540, 9501-9508 - Option Period V - 1 December 2021 - 31 December 2021

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on 1 January 2017 and shall continue until 30 November 2017. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18 “Ordering”, is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to be end of that option period.

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibits A and B, 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, which are listed in

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Block 6 of the DD Form 1423.

- (1) PCO, Naval Air Systems Command (AIR 2.5.1.9) (CDRL AOOP & AOOQ only)
21983 Bundy Road, Bldg 441, Patuxent River, MD 20670-1547
- (2) ACO: Refer to Block 24 of the Basic Contract
- (3) Naval Air Systems Command (OPSEC CDRL only)
- (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-209
Naval Air Systems Command
47123 Buse Road, Building 2272
Patuxent River, MD 20670
Contracting Officer's Representative (COR): James Lumpkins
Phone: 301-757-6710

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

The services to be performed herein shall be performed at Naval Air Station, Patuxent River, MD and Contractor sites. At least 80% of the work shall be performed 30 miles of the Patuxent River Naval Air Station, Patuxent River, MD.

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SECTION G CONTRACT ADMINISTRATION DATA

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

252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR (Sep 2009) REMOVED AS OF MOD 4

252.204-0002 LINE ITEM SPECIFIC SEQUENTIAL ACRN ORDER (SEP 2009) For all appropriations except OM & N. (CLINs:

7001,7003-7005,7101,7103-7105,7201,7203-7205,7301,7303-7305,7401,7403-7405,9001-9002,9004-9011,9101-9102,9104-9111,9201-9202,9204-9211,9301-9302,9304-9311,9401-9402, 9404-9411)

The payment office shall 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.

252.204-0006 LINE ITEM SPECIFIC: PRORATION. (SEP 2009) For all appropriations using OM & N. (CLINs: 7002,7102,7202,7302,7402,9003,9103,9203,9303,9403)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and

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Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table

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

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

(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 items appear consistent with performance, and that charges are reasonable for the work performed;

d. manage contractor use of Government property;

e. perform production support, surveillance to assess compliance with contractual terms for schedule, cost and technical performance in the areas of design, development and production;

f. Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability data control systems, configuration management, and independent research and development;

g. Review and evaluate for technical adequacy the contractor's logistics support, maintenance, and modification programs;

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h. Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.

(2) Ensure contractor compliance with contractual quality assurance requirements

(3) Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have 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 perform assigned duties may result in your removal as the COR.

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

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

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A003. 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 A00Q. 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 J6 shall be utilized as required herein and attached to the report.

(a) Incurred Costs:

(1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment J6.

(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 J6. 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 J6. 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 the contractor's SeaPort-e basic contract, clause H-10."

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.

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(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:
(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under –cost reimbursement contracts.	COR
(30) Manage contractor use of government property	COR
(31) Perform production support, surveillance, and status reporting; including timely reporting of potential and actual slippages in contract delivery schedules	COR
(38) Ensure contractor compliance with contractual quality assurance requirements	COR
(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, costs, and technical performance in the areas of design, development, and production	COR
(41) Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability data control systems, configuration management, and independent research and development	COR
(42) Review and evaluate for technical adequacy the contractor's logistics support, maintenance, and modification programs	COR
(51) Consent to placement of subcontracts	PCO
(58) Ensure timely submission of required reports	COR
(67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.	COR

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

Additional Functions	Retained for Performance By:
All functions identified under FAR 42.302(b)	Retained by PCO

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

SEA 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:

ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

**

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(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 "LIMITATION 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.

*** SEE SECTION J TASK ORDER CEILING SPREADSHEET (ATTACHMENT J4) FOR INFORMATION REQUIRED**

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 calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is 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)
- 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)

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Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>Block 7 of TO Cover</u>
Pay Office DODAAC	<u>Block 15 of TO Cover</u>
Inspector DODAAC	<u>N00019</u>
Service Acceptor DODAAC	<u>N00019</u>
Service Approver DODAAC	<u>N00019</u>
Ship To DODAAC	<u>N00019</u>
DCAA Auditor DODAAC	<u>HAA819</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

(e) 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:
COR/ACOR

(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 (TBD).

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

HQ G-2-0009, Supplemental Instructions Regarding Electronic Invoicing (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, 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 (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

Accounting Data

SLINID	PR Number	Amount
700101	1300406969-0001	██████████
LLA :		
AA 1771506 45CX 251 00019 0 050120 2D 000000 A00003668642		
CIN # 130040696900006 ██████████		
700201	1300604681	██████████
LLA :		
AB 1771804 4A4N 251 00019 0 050120 2D 000000 A00003680425		
CIN # 130060468100001 ██████████		
CIN # 130060468100002 ██████████		
BASE Funding 81316.83		
Cumulative Funding 81316.83		
MOD 01		
700102	1300406969-0002	██████████
LLA :		
AC 1771506 45CX 251 00019 0 050120 2D 000000 A10003668642		
CIN 130040696900008		
700103	1300406969-0002	██████████
LLA :		
AD 1771506 45CX 251 00019 0 050120 2D 000000 A20003668642		
CIN 130040696900009		
700104	1300406969-0002	██████████
LLA :		
AE 1771506 45CX 251 00019 0 050120 2D 000000 A30003668642		
CIN 130040696900011		

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700105 1300406969-0002
 LLA :
 AF 1771506 45CX 251 00019 0 050120 2D 000000 A40003668642
 CIN 130040696900013



700106 1300406969-0002
 LLA :
 AG 1771506 45CX 251 00019 0 050120 2D 000000 A50003668642
 CIN 130040696900014



700107 1300406969-0002
 LLA :
 AH 1771506 45CX 251 00019 0 050120 2D 000000 A60003668642
 CIN 130040696900015



700108 1300406969-0002
 LLA :
 AJ 1771506 45CX 251 00019 0 050120 2D 000000 A70003668642
 CIN 130040696900016



700109 1300406969-0002
 LLA :
 AK 1771506 45CX 251 00019 0 050120 2D 000000 A80003668642
 CIN 130040696900017



700110 1300406969-0002
 LLA :
 AL 1771506 45CX 251 00019 0 050120 2D 000000 A90003668642
 CIN 130040696900019



700111 1300406969-0002
 LLA :
 AM 1771506 45CX 251 00019 0 050120 2D 000000 B00003668642
 CIN 130040696900020



700112 1300406969-0002
 LLA :
 AN 1771506 45CX 251 00019 0 050120 2D 000000 B10003668642
 CIN 130040696900021



700113 1300406969-0002
 LLA :
 AP 1771506 45CX 251 00019 0 050120 2D 000000 B20003668642
 CIN 130040696900023



700114 1300406969-0002
 LLA :
 AQ 1771506 45CX 251 00019 0 050120 2D 000000 B30003668642
 CIN 130040696900025



700115 1300406969-0002
 LLA :
 AR 1771506 45CX 251 00019 0 050120 2D 000000 B40003668642
 CIN 130040696900026



700116 1300406969-0002
 LLA :
 AS 1771506 45CX 251 00019 0 050120 2D 000000 B50003668642
 CIN 103340696900027



700117 1300406969-0002
 LLA :
 AT 1771506 45CX 251 00019 0 050120 2D 000000 B60003668642
 CIN 130040696900028



700118 1300406969-0002
 LLA :
 AU 1771506 45CX 251 00019 0 050120 2D 000000 B70003668642
 CIN 130040696900029



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700119 1300406969-0002
 LLA :
 AV 1771506 45CX 251 00019 0 050120 2D 000000 B80003668642
 CIN 130040696900031

700120 1300406969-0002
 LLA :
 AW 1771506 45CX 251 00019 0 050120 2D 000000 B90003668642
 CIN 130040696900032

700121 1300406969-0002
 LLA :
 AA 1771506 45CX 251 00019 0 050120 2D 000000 A00003668642
 CIN 130040696900033

900201 1300406969-0002
 LLA :
 AA 1771506 45CX 251 00019 0 050120 2D 000000 A00003668642
 CIN 130040696900007

900202 1300406969-0002
 LLA :
 AD 1771506 45CX 251 00019 0 050120 2D 000000 A20003668642
 CIN 130040696900010

900203 1300406969-0002
 LLA :
 AE 1771506 45CX 251 00019 0 050120 2D 000000 A30003668642
 CIN 130040696900012

900204 1300406969-0002
 LLA :
 AK 1771506 45CX 251 00019 0 050120 2D 000000 A80003668642
 CIN 130040696900018

900205 1300406969-0002
 LLA :
 AN 1771506 45CX 251 00019 0 050120 2D 000000 B10003668642
 CIN 130040696900022

900206 1300406969-0002
 LLA :
 AP 1771506 45CX 251 00019 0 050120 2D 000000 B20003668642
 CIN 130040696900024

900207 1300406969-0002
 LLA :
 AU 1771506 45CX 251 00019 0 050120 2D 000000 B70003668642
 CIN 130040696900030

900208 1300406969-0002
 LLA :
 AA 1771506 45CX 251 00019 0 050120 2D 000000 A00003668642
 CIN 130040696900034

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02

700122 1300406969-0003
 LLA :
 AX 1771506 45CX 251 00019 0 050120 2D 000000 A00003668642
 CIN 130040696900035

900209 1300406969-0003
 LLA :
 AX 1771506 45CX 251 00019 0 050120 2D 000000 A00003668642
 CIN 130040696900036

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MOD 02 Funding 457883.20
Cumulative Funding 1252218.01

MOD 03

700123 1300406969-0004 [REDACTED]
LLA :
AC 1771506 45CX 251 00019 0 050120 2D 000000 A10003668642
CIN 130040696900038

700124 1300406969-0004 [REDACTED]
LLA :
AD 1771506 45CX 251 00019 0 050120 2D 000000 A20003668642
CIN 130040696900039

700125 1300406969-0004 [REDACTED]
LLA :
AE 1771506 45CX 251 00019 0 050120 2D 000000 A30003668642
CIN 130040696900040

700126 1300406969-0004 [REDACTED]
LLA :
AF 1771506 45CX 251 00019 0 050120 2D 000000 A40003668642
CIN 130040696900041

700127 1300406969-0004 [REDACTED]
LLA :
AG 1771506 45CX 251 00019 0 050120 2D 000000 A50003668642
CIN 130040696900042

700128 1300406969-0004 [REDACTED]
LLA :
AM 1771506 45CX 251 00019 0 050120 2D 000000 B00003668642
CIN 130040696900043

700129 1300406969-0004 [REDACTED]
LLA :
AN 1771506 45CX 251 00019 0 050120 2D 000000 B10003668642
CIN 130040696900044

700130 1300406969-0004 [REDACTED]
LLA :
AP 1771506 45CX 251 00019 0 050120 2D 000000 B20003668642
CIN 130040696900045

700131 1300406969-0004 [REDACTED]
LLA :
AS 1771506 45CX 251 00019 0 050120 2D 000000 B50003668642
CIN 130040596900046

700132 1300406969-0004 [REDACTED]
LLA :
AT 1771506 45CX 251 00019 0 050120 2D 000000 B60003668642
CIN 130040696900047

700201 1300604681 [REDACTED]
LLA :
AB 1771804 4A4N 251 00019 0 050120 2D 000000 A00003680425
CIN # 130060468100001 [REDACTED]
CIN # 130060468100002 [REDACTED]

700301 1300406969-0004 [REDACTED]
LLA :
AY 1771319 45CA 251 00019 0 050120 2D 000000 C00003668642
CIN 130040696900037

MOD 03 Funding [REDACTED]

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Cumulative Funding [REDACTED]

MOD 04

700133 1300406969-0005 [REDACTED]
 LLA :
 AC 1771506 45CX 251 00019 0 050120 2D 000000 A10003668642
 CIN: 130040696900048

700134 1300406969-0005 [REDACTED]
 LLA :
 AE 1771506 45CX 251 00019 0 050120 2D 000000 A30003668642
 CIN: 130040696900049

700135 1300406969-0005 [REDACTED]
 LLA :
 AN 1771506 45CX 251 00019 0 050120 2D 000000 B10003668642
 CIN: 130040696900050

700136 1300406969-0005 [REDACTED]
 LLA :
 AP 1771506 45CX 251 00019 0 050120 2D 000000 B20003668642
 CIN: 130040696900051

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

900101 1300406969-0006 [REDACTED]
 LLA :
 AP 1771506 45CX 251 00019 0 050120 2D 000000 B20003668642
 CIN : 130040696900052

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

700401 1300645883-0001 [REDACTED]
 LLA :
 AZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004014616
 CIN: 130064588300001

700402 1300645883-0001 [REDACTED]
 LLA :
 AZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004014616
 CIN: 130064588300002

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

700302 1300406969-0007 [REDACTED]
 LLA :
 BA 1771319 45CA 251 00019 0 050120 2D 000000 C100003668642
 CIN: 130040696900053

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

710101 1300676008 [REDACTED]
 LLA :

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BB 1781506 45CX 251 00019 0 050120 2D 000000 A00004227385
CIN: 130067600800001

710102 1300676008
LLA :

BC 1781506 45CX 251 00019 0 050120 2D 000000 A10004227385
CIN: 130067600800002

710103 1300676008
LLA :

BD 1781506 45CX 251 00019 0 050120 2D 000000 A20004227385
CIN:130067600800003

710104 1300676008
LLA :

BE 1781506 45CX 251 00019 0 050120 2D 000000 A30004227385
CIN: 130067600800004

710105 1300676008
LLA :

BF 1781506 45CX 251 00019 0 050120 2D 000000 A40004227385
CIN: 130067600800005

710106 1300676008
LLA :

BG 1781506 45CX 251 00019 0 050120 2D 000000 A50004227385
CIN: 130067600800006

710107 1300676008
LLA :

BH 1781506 45CX 251 00019 0 050120 2D 000000 A60004227385
CIN: 130067600800007

710108 1300676008
LLA :

BJ 1781506 45CX 251 00019 0 050120 2D 000000 A70004227385
CIN: 130067600800008

710109 1300676008
LLA :

BK 1781506 45CX 251 00019 0 050120 2D 000000 A80004227385
CIN: 130067600800010

710110 1300676008
LLA :

BL 1781506 45CX 251 00019 0 050120 2D 000000 A90004227385
CIN: 130067600800011

710111 1300676008
LLA :

BM 1781506 45CX 251 00019 0 050120 2D 000000 B00004227385
CIN: 130067600800012

710112 1300676008
LLA :

BN 1781506 45CX 251 00019 0 050120 2D 000000 B10004227385
CIN: 130067600800013

710113 1300676008
LLA :

BP 1781506 45CX 251 00019 0 050120 2D 000000 B20004227385
CIN: 130067600800014

710114 1300676008
LLA :

BQ 1781506 45CX 251 00019 0 050120 2D 000000 B30004227385
CIN: 130067600800015

710115 1300676008
LLA :

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BR 1781506 45CX 251 00019 0 050120 2D 000000 B40004227385
CIN: 130067600800016

710301 1300676008

LLA :

BS 1781319 45CA 251 00019 0 050120 2D 000000 B50004227385
CIN: 130067600800017

910201 1300676008

LLA :

BJ 1781506 45CX 251 00019 0 050120 2D 000000 A70004227385
CIN: 130067600800009

MOD 08 Funding

Cumulative Funding

MOD 09

710116 1300676008-0001

LLA :

BQ 1781506 45CX 251 00019 0 050120 2D 000000 B30004227385
CIN: 130067600800019

710201 1300678538

LLA :

BT 1781804 4A4N 251 00019 0 050120 2D 000000 A00004252340
CIN: 130067853800001

MOD 09 Funding

Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All the clauses of Section H of the Seaport-Enhanced (e) basic contract apply to this task order, (if applicable) 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)

- (a) The task order includes an option, per contract term, for an increase in capacity not to exceed 10% (ten percent) of the total dollars of the core Labor, ODC and NMCI CLINs within the same 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.
- (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 at any time during contract 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 labor rates or Department of Labor hourly rates established for the current term.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLINs 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 the clause SEA 5252.216-9122, "Level of Effort (Dec 2000)" of the task order.

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 [REDACTED] (without increased capacity) (additional [REDACTED] manhours if increased cap if fully exercised) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, 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 [REDACTED] 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.

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the 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

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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.

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (Jul 1990)

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

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

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

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

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

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

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

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

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

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

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

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](#).

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(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, [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. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).

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(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))

[X] (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 3 years 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 3 years after the terms of this contract. (FAR 9.505-2(b)(1))

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

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

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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 3 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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 (ITAR), 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.

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

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.227-9512 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.

TM

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

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

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

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

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

(c) Travel Policy.

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

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

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

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

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

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

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

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

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

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

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personnel.

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

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

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

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

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

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

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

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

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

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

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(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:

Code AIR 2.5.1.9
Naval Air Warfare Center Aircraft Division
21983 Bundy Road, Building 441
Patuxent River, MD 20670

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SECTION I CONTRACT CLAUSES

Note: All the clauses of 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:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a COST PLUS FIXED FEE contract resulting from this solicitation.

The following clauses are included by reference:

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

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

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

52.216-8 FIXED FEE (JUN 2011)

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

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

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

The following clauses are incorporated by full text:

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of the end of the contract.

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

- (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. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.
- (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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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-

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- (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:

TBD

- (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

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44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

____N/A____

252.204-7012 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>)).

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
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)		SC-7
			<u>Physical and Environmental Protection</u>	
AC-6	AU-7		PE-2	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-3	SC-13
AC-11(1)	AU-9	IR-2	PE-5	SC-15
AC-17(2)		IR-4		
	<u>Configuration Management</u>			
AC-18(1)		IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
				<u>System & Information Integrity</u>
AC-20(1)	CM-6		PM-10	<u>Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness & Training</u>	<u>Contingency Planning</u>			
AT-2	CP-9	MA-6		

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

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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.

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

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authorized entrance to Patuxent River Naval Base, Patuxent River, MD 20670. 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. **(See note below) Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the COR/ACOR. All losses are to have the permanent badges returned to Pass Office, Patuxent River, MD 20670 on the last day of the individual's task requirement.

**In place of the Locator Form, the Contractor shall fill out their information on the following website:

<https://basics.navair.navy.mil>

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.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended.

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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 <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION> government purposes.

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

except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

(16) “Unlimited rights” means rights to use, modify, reproduce, perform,

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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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

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

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

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

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

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

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

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

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

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

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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

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patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to

identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

(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.

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

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- (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) and (vi) of this clause;
- (v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—
- (A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;
- (B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
- (C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and
- (D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;
- (vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—
- (A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
- (B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and
- (C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;
- And
- (vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—
- (A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and
- (B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.
- (16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.
- (b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government

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are retained by the Contractor.

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

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

(2) *Government purpose rights.*

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

(3) *Restricted rights.*

- (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.
- (ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.
- (iii) The Contractor acknowledges that—
 - (A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;
 - (B) The Contractor will be notified of such release or disclosure;
 - (C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

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

(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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.

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

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

Technical Data or Computer Software to be Furnished With Restrictions* (LIST)*****	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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SECTION J LIST OF ATTACHMENTS

Exhibits_A_and_B_Contract_Data_Requirements_List_(CDRLs)_A001-A009,_A00A-A00K,_A00M-A00Q,_B001)(Draft)(Note_CDRL_A00L_-_reserved)

Attachment_J7_Incurred_Cost_and_Progress_Reporting_Tables

Attachment_J1_Organizational_Conflict_of_Interest_List

Attachment_J5_Quality_Assurance_Surveillance_Plan_(QASP)

Attachment_J2_DD_Form_254_Updated as of Modification 01

Attachment_J4_NMCI_Access - removed as of Modification 01

Attachment_J7_Incurred_Cost_and_Progress_Reporting_Tables_Amend_01

Attachment J4 Task Order Ceiling Spreadsheet as of Modification 09

Note: the previous attachments starting with "P" were associated with the RFP only and are not part of the resultant contract