

2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 01-Mar-2018	4. REQUISITION/PURCHASE REQ. NO. 1300698472	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

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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 / N0042117F3003 10B. DATED (SEE ITEM 13) 16-Jun-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 52.232-22 and 43.103(a)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		BY _____ <i>(Signature of Contracting Officer)</i>	

GENERAL INFORMATION

The purpose of this modification is to provide incremental funding and re-align ceiling. 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 (\$)
700004	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
700204	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
900003	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7002	[REDACTED]	[REDACTED]	[REDACTED]
7003	[REDACTED]	[REDACTED]	[REDACTED]

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	U008	CT&E Labor O&MN,N 852 (O&MN,N)	1.0	LO	██████████	██████████	██████████
700001	U008	Funding in Support of CLIN 7000 for TPS LC Development (O&MN,N)					
700002	U008	Funding in Support of CLIN 7000 for 5.0 Section 852 Acquisition Training (O&MN,N)					
700003	U008	Funding n Support of CLIN 7000 for 5.0 Section 852 (O&MN,N)					
700004	U008	Funding in Support of CLIN 7000 (O&MN,N)					
7001	U008	CT&E Labor WCF OH (WCF)	1.0	LO	██████████	██████████	██████████
700101	U008	Funding in Support of CLIN 7001 CT&E WCF (WCF)					
700102	U008	Funding in Support of CLIN 7001 TPS SC Development (WCF)					
700103	U008	Funding in Support of CLIN 7001 CT&E WCF Section 852 (WCF)					
700104	U008	Funding in Support of CLIN 7001 CT&E WCF Section 852 (WCF)					
700105	U008	Funding in Support of CLIN 7001 CT&E WCF (WCF)					
7002	U008	NAVAIRU Labor O&MN,N (O&MN,N)	1.0	LO	██████████	██████████	██████████
700201	U008	AIR 6.0 Leadership Support (O&MN,N)					
700202	U008	Funding in Support of NAVAIRU NAVAIR Decoded (O&MN,N)					
700203	U008	Funding in Support of NAVAIRU NAWC-100 (O&MN,N)					
700204	U008	Funding in Support of NAVAIRU (O&MN,N)					
7003	U008	NAVAIRU Labor WCF (WCF)	1.0	LO	██████████	██████████	██████████
700301	U008	Funding in Support of NAVAIRU CLIN 7003 (WCF)					
700302	U008	Funding in Support of NAVAIRU CLIN 7003 (WCF)					
700303	U008	Funding in Support of NAVAIRU CLIN 7003 (WCF)					
700304	U008	Funding in Support of NAVAIRU CLIN 7003 (WCF)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7004		Technical Data in Support of CLIN 7000, 7001, 7002, 7003, 9000, 9001(NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7005	U008	CT&E Labor WCF TPS (WCF)	1.0	LO			
700501	U008	CT&E Labor WCF Overhead (WCF)					
700502	U008	CT&E Labor WCF Overhead (WCF)					
700503	U008	TPS ISD and Graphic Artist (WCF)					
700504	U008	TPS ISD and Graphic Artist (WCF)					
700505	U008	TPS Instructor (WCF)					
7100	U008	CT&E Labor O&MN,N (O&MN,N) Option	1.0	LO			
7101	U008	CT&E Labor WCF (WCF) Option	1.0	LØ			
7102	U008	NAVAIRU Labor O&MN,N (O&MN,N) Option	1.0	LØ			
7103	U008	NAVAIRU Labor WCF (WCF) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7104		Technical Data in Support of CLIN 7100, 7101, 7102, 7103, 9100, and 9101 (NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7105	U008	CT&E Labor WCF TPS (WCF) (WCF) Option	1.0	LO			
7200	U008	CT&E Labor O&MN,N (O&MN,N) Option	1.0	LO			
7201	U008	CT&E Labor WCF (WCF)	1.0	LO			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7202	U008	NAVAIRU Labor O&MN,N (O&MN,N)	1.0	LO	██████	██████	██████
		Option					
7203	U008	NAVAIRU Labor WCF (WCF)	1.0	LO	██████	██████	██████
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7204		Technical Data in Support of CLIN 7200, 7201, 7202, 7203, 9200, and 9201(NSP)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7205	U008	CT&E Labor WCF TPS (WCF) (WCF)	1.0	LO	██████	██████	██████
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	U008	CT&E Travel and ODC (Fund Type - TBD)	1.0	LO	██████
900001	U008	CT&E Support Travel/ODC (WCF)			
900002	U008	CT&E 852 Travel (WCF)			
900003	U008	CT&E Travel (O&MN,N)			
9001	U008	NAVAIRU Travel and ODC (Fund Type - TBD)	1.0	LO	██████
900101	U008	Funding in Support of NAVAIRU (WCF)			
900102	U008	Funding in Support of NAVAIRU (O&MN,N)			
900103	U008	Funding in Support of NAVAIRU Decoded- and IWC Classes (WCF)			
9100	U008	CT&E Travel and ODC (Fund Type - TBD)	1.0	LO	██████
		Option			
9101	U008	NAVAIRU Travel and ODC (Fund Type - TBD)	1.0	LO	██████
		Option			
9200	U008	CT&E Travel and ODC (Fund Type - TBD)	1.0	LO	██████
		Option			
9201	U008	NAVAIRU Travel and ODC (Fund Type - TBD)	1.0	LO	██████
		Option			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

College of Test and Evaluation

1.0 BACKGROUND

The Naval Air Warfare Center - Aircraft Division (NAWCAD) Test and Evaluation Department (AD 5.0), provides Commander Naval Air Forces (CNAF), Naval Air Systems Command (NAVAIR) and other customers with the people, processes, facilities, and aircraft for full life cycle program test and evaluation support to include requirements review, design, execution, analysis, evaluation, and reporting of tests and experiments of aircraft, unmanned air systems, weapons and weapons systems. These services include providing the intellectual resources, facilities, and aircraft for experimentation, test and evaluation of battle space concepts, systems of systems, and platform systems; operation and sustainment of all NAVAIR Ranges; providing representative targets, simulations, and presentations for test and training in laboratories, at sea, on land, and in the air; and the development of synthetic environments and virtual battle-space in support of research, development, test, training, evaluation, and experimentation.

The College of Test & Evaluation (CT&E) was founded in 2009 to meet the training needs of the NAVAIR Test & Evaluation Community. As a member of NAVAIR University (NAVAIRU), CT&E's mission is to provide comprehensive and standardized training, career development and professional guidance to all members of the NAVAIR Test and Evaluation workforce, as well as related NAVAIR competencies and command initiatives through the School of Interdisciplinary Studies, partners in Commander Operational Test Forces (COTF) and industry. Since inception, CT&E has offered more than 500 classes and trained more than 7500 students in core and specialty test and evaluation training. The training offered through CT&E is composed of technical courses developed in-house, by vendors, in cooperation with industry and university partners.

Providing the full-spectrum of required training for the naval aviation test and evaluation workforce is a complex but critically important task. CT&E is a nationally identified organization, that's support encompasses numerous Naval Aviation Enterprise agencies to include Naval Air Warfare Center Weapons Division (NAWCWD) and NAWCAD commands, NAVAIR, and other customer Test and Evaluation partners, providing training to a vast and diversified test and evaluation workforce. This workforce is comprised of a variety of specialists including managers, engineers, technicians, analyst and craftsmen supporting numerous specialties such as test engineering, land and sea range management, threat and target systems identification, aircraft/weapons instrumentation configuration, systems modeling & simulation, and technology experimentation across the functional areas of Research, Developmental, Test and Evaluation (RDT&E).

2.0 SCOPE

This Statement of Work (SOW) supports NAVAIR 7.0, NAVAIR University, and NAWCAD 5.0 CT&E in the continued operations by developing disciplines in test and evaluation planning and management, test execution, test reporting, specific technical discipline test and evaluation, land and sea range system management, threat and target systems development, air vehicle and weapons instrumentation, battlespace modeling and simulation, and product experimentation, developmental testing and operational testing. This includes the development, sustainment, and analysis of the training plans, business plans, training guides, course catalog, curriculum, reference materials, and supporting documentation as well as instruction in the following topic areas (list is not all-inclusive). The below are historical and potential examples of course curriculum and course facilitation requirements:

College	Task/ Course	Dates:	Duration (Days)	Location	# Occurrences PER YEAR	# Staff	Notes:
CTE	TP100 Teach	Various	3	Various	4	2	
CTE	TP200 Teach	Various	3	NRFK	3	2	
CTE	Curriculum Reviews	Various	14	PAXR	1	As RQD	Review TP100, TP200, TR200 etc.
NAVAIRU	Admin	Various	180	PAXR	1	As RQD	
TPS	RFQ Short	Various	10	Pax	1	As RQD	
TPS	XFQ Short	Various	10	Pax	2	As RQD	
CTE	TR-100 Teach	Various	2	Various	4	2	
CTE	TR-200 Teach	Various	2	Various	4	2	
CTE	Underwater Acoustics & Sonar	Various	5	Various	1	As RQD	
CTE	APM-100 STEM Bootcamp	Various	5	Pax	3	2	
TPS	SYS	Various	10	China Lake	2	As RQD	
TPS	UAS	Various	10	Pax	2	As RQD	

2.1 Flight Test Engineering

- Flight Test Engineering Core
- Rotary Wing Maritime

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- Airborne Early Warning
- Maritime Patrol
- Electronic Warfare
- Electro-Optical Infra-Red (EO-IR)
- Communication, Navigation, Radar
- Mission Planning
- Unmanned Aircraft Systems
- Flight and Mission Systems
- Aeromechanics
- Air Traffic Control and Landing Systems
- Battlespace Engagement
- Air & Strike Weapons
- Systems Test and Experimentation Management
- Flight Test Engineering Knowledge Resource Library
- Human Systems Integration
- Cyber Space

2.2 Range Support

- Operations and Range Control
- Instrumentation (TPSI, telemetry, communications, geophysics)
- Safety, Security, and Environmental Support
- Video and Film Photogrammetric
- Electronic Warfare Test Measurements and Signal Simulations

2.3 Threat and Target Systems Support

- Target Systems Engineering
- Target Marine Operations (Atlantic/Pacific)
- Threat/Target Systems Management
- Combat Environment Threat Simulation

2.4 Integrated Battlespace Simulation and Test (IBST)

- Electromagnetic Environmental Effects
- Modeling and Simulation Verification, Validation & Accreditation
- Computer Networking / Security
- Low Observable Technology

2.5 NAVAIRU University – School of Interdisciplinary Studies

- Integrated Warfighting Capability
- NAVAIR Decoded
- Introduction to Cyber Warfare

3.0 REQUIREMENTS

The Contractor shall provide support services for the required management, performance and administrative requirements of the CT&E and NAVAIRU in support of the Scope defined in this SOW. This includes:

- Understanding of the Navy, NAVAIR, NAWCAD, NAWCWD Test and Evaluation organizations, roles, responsibilities and programs
- Knowledge of Instructional Systems design models and implementation
- Knowledge of the design and implementation of a variety of training methods to include computer-based, instructor led, and self-paced training
- Knowledge and expertise in the development of an accreditation strategy
- Knowledge of the requirements for certification and accreditation
- Expertise to interface with technical subject matter experts in the development of curriculum and courseware
- Expertise in course facilitation

a) CT&E efforts using NWCF funds shall perform the following training support administration and operations tasks in support of requirements and test offices supporting development test and evaluation programs. Applicable to paragraphs 3.1, 3.2, and 3.5.

b) CT&E efforts using OMN funds shall perform the following training support administration and operations tasks in support of requirements and test offices for fielded aircraft and weapons components or armament systems. Applicable to paragraphs 3.1, 3.2, and 3.5.

c) NAVAIRU efforts using NWCF funds shall perform the following training support administration and operations tasks in support of requirements and test offices supporting development test and evaluation programs. Applicable to paragraphs 3.3, 3.4, and 3.6.

d) NAVAIRU efforts using OMN funds shall perform the following training support administration and operations tasks in support of requirements and test offices for fielded aircraft and weapons components or armament systems. Applicable to paragraphs 3.3, 3.4, and 3.6.

3.1 CT&E Administration and Operations

The Contractor shall provide services to support the administration and operations of CT&E courseware to include:

- . Perform administrative and operational support services associated with CT&E
- . Maintain course schedules

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- . Register students and maintain course rosters
- . Generate course announcement and associated communications
- . Coordinate course logistics with students, facilitators, customer and support organizations
- . Research available commercial and Government courses to align with CT&E training requirements
- . Analyze course critiques, evaluations and feedback
- . Produce, maintain and track course materials
- . Participate in administration and operations status meetings as required

3.2 CT&E Course Development/ Modification/ Configuration Management

The Contractor shall provide services to support the administration and operations of CT&E courseware to include:

- Development of training courseware in technical areas and disciplines
- Provide technical and administrative support in identifying Knowledge, Skills and Abilities (KSA) gaps
- Research potential training sources to fill shortfalls in training through analysis of the KSAs or other support documentation
- Develop courseware content including syllabi, lessons plans, instructor notes, course materials and curriculum to satisfy KSA, training gaps, or other associated training requirements in accordance with the CT&E development process
- Process curriculum through a Technical Control Board (TCB)
- Provide lessons learned from experience within the test and evaluation community
- Develop training plans based on the KSAs or other associated training requirements into defined disciplines as an overarching guidance for the Test and Evaluation workforce
- Continually review existing courseware to support new developments, providing expertise to implement sound “science of learning” training options, including multiple methods for course delivery and consistent, meaningful course evaluation
- Develop graphical illustrations, charts, graphs or other visual/video/audible aides in support of CT&E requirements
- Develop computer based training materials and content
- Utilize and review processes delineated in the CT&E Concept and Operations
- Apply experience in NAWCAD, NAWCWD and naval flight test engineering and airworthiness to the development and delivery of CT&E curriculum
- Utilize knowledge and understanding of test and evaluation resources and communicate these capabilities into course curriculum
- Incorporate lessons learned from current and previous experience into training curriculum
- Participate in weekly status meeting

3.3 NAVAIRU Administration and Operations

The Contractor shall provide services to support the administration and operations of CT&E courseware to include:

- . Perform administrative and operational support services associated with NAVAIRU and the College of Interdisciplinary Studies and Leadership (CISL)
 - . Maintain program, project, and course schedules
 - . Register students and maintain course rosters
 - . Generate course announcements and associated communications
 - . Coordinate course logistics with students, facilitators, customer and support organizations
 - . Produce, maintain and track course materials
 - . Analyze course critiques, evaluations and feedback
 - . Participate in administration and operations status meetings as required

3.4 NAVAIRU Course Modification/Configuration Management

- The Contractor shall provide services to support the modification, configuration management, and instruction of NAVAIRU/CISL courseware to include:
 - Skills to facilitate courses as required
 - Deliver and instruct training on command initiative interdisciplinary studies identified courses
 - Provide training aligned to the level of experience and required knowledge for the intended students
 - Provide lessons learned from current and previous experience at NAVAIR or naval acquisition for training curriculum
 - Provide quality instruction, including courseware related experiences for the CISL curriculum
 - Review current courseware, providing expertise to implement sound “science of learning” pedagogy training options, including multiple methods for course delivery and consistent, meaningful course evaluation
 - Develop graphical illustrations, charts, graphs or other visual/video/audible aides in support of NAVAIRU program and/or CISL requirements
- The Contractor shall use the processes delineated in the NAVAIR University CONOPS and NAVAIRU Handbook
- The Contractor shall be experienced in naval aviation, acquisition and NAVAIR’s role and provide that experience in the delivery of the courses, which includes cross-functional experience/knowledge of the NAVAIR organization, competencies, and Command initiatives across the Naval Aviation Enterprise.
- The Contractor shall have an understanding of the Naval Air Systems Command organization, roles, and responsibilities in support of development programs.
- The Contractor shall participate in weekly status meetings.

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- The Contractor shall support Training Control Boards as deemed necessary by the NAVAIR University program, in support of the School of Interdisciplinary courses.

3.5 CT&E Course Instruction

Facilitate CT&E courses and training on various technical disciplines aligned to the KSA level of the intended students including Test and Evaluation experiences, CT&E core curriculum, Test Planning, Test Reporting, Systems Test and Experimentation Management Division (STEMD) Boot Camp, Operational Test Fundamentals, Flight Test Basics, and Indoctrination.

3.6 NAVAIRU Course Instruction

Facilitate NAVAIRU courses and training on various technical disciplines aligned to the KSA level of the intended students including Test and Evaluation experiences, NAVAIRU core curriculum, Test Planning, Test Reporting, STEMD Boot Camp, Operational Test Fundamentals, Flight Test Basics, and Indoctrination.

4.0 CONCEPT OF OPERATIONS

The Contractor shall notify the COR, and/ or the Contracting Officer immediately (by phone) of an inability to comply with the requirements of the contract, followed by written notification within 24 hours.

4.1 References

The Government will provide all necessary reference documents not generally available to the Contractor as required. If any instruction or document is replaced or superseded, the Contractor shall comply with the replacement/superseded document. The following documents are applicable to this SOW and associated efforts performed in fulfillment of the SOW.

DOCUMENT TYPE	No./Version	TITLE
CT&E Operations Manual	Version 3.0	College of Test and Evaluation Operations Manual
FTE Handbook	Version 2.1	Flight Test Engineering Handbook
Acquisition Test and Evaluation Handbook	Version 2.0	STRATEGIC TECHNICAL AND PROFESSIONAL DEVELOPMENT GUIDEBOOK FOR AIR 5.1 FLIGHT TEST ENGINEERING
NAVAIRINST	3960.2D	ACQUISITION TEST AND EVALUATION
NAVAIRINST	3960.4C	PROJECT TEST PLAN POLICY FOR TESTING AIR VEHICLES, AIR VEHICLE WEAPONS, AND AIR VEHICLE INSTALLED SYSTEMS
NAVAIRINST	3905.1	TEST REPORTING POLICY FOR AIR VEHICLES, AIR VEHICLE WEAPONS AND AIR VEHICLE INSTALLED SYSTEMS TESTS
DoDI	3432.1	DoD Information Security Program: Overview, Classification, and Declassification
NAVAIR University Concept of Operations (CONOPS)	Version 2.0	NAVAL AIR SYSTEMS COMMAND UNIVERSITY CONCEPT OF OPERATIONS
DoDI	5000.02	OPERATION OF THE DEFENSE ACQUISITION SYSTEM
OPNAVINST 3432.1	3432.1	OPERATIONS SECURITY

4.2 Time and Attendance Procedures

Personnel are expected to report to work per hours as determined by the Technical Point of Contact (TPOC). The TPOC and Contracting Officer Representative (COR) must be notified of all planned absences and late arrivals. If personnel call off sick, notification must be made to the TPOC and COR in addition to the contractor's protocols.

No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer. Normal workweek hours will be aligned to the customer Team Lead the contractor supports. TPOC generally work standard 8 hour day/ 40 hour work weeks, Monday through Friday or 9 hour days/ 40 hour work weeks (Compressed Work Schedule) as shown in the table below.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
8/40	8	8	8	8	8	Off	Off	8	8	8	8	8
9/40	9	9	9	9	8	Off	Off	9	9	9	9	Off

When Federal employees are officially excused from work due to a holiday or a special event, severe weather, a security threat, or any other Government facility-related problem or Base Closure that prevents Federal personnel from working at the Government facility, Contractor personnel assigned to work at that facility performing non-mission essential work in support of such Federal employees shall follow the prime contractor's policies. Regardless of any term and/or condition that occur or states otherwise, contractors are not authorized to directly charge contracts for work they do not perform.

4.3 Overtime (OT)

The Contractor shall not work any overtime without approval by the COR. The Contractor shall provide an estimate of number of OT hours required in their OT approval request in advance of the overtime performance (3 day notice requested) to the COR.

4.4 Holidays

The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In the event that any of the above holidays occur on a Saturday or Sunday, or Compressed Work Schedule Alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

4.5 Telework Policy

Telework is authorized during the performance of this contract. However, the Contractor is responsible for ensuring that telework does not interfere with the normal operations of the contract.

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4.6 Document Control

All products developed in this effort (files, records, papers, data, repositories, materials, etc.) are to be considered property of the Government, including those from telework functions. No classified documents (hard copy or electronic) may be taken to an employee's alternative worksite. Sensitive unclassified material, including Privacy Act and For Official Use Only data, may only be used by teleworkers provided with an NMCI computer.

4.7 Computer Control

Government provided NMCI computers may only be used for official duties. Family members and friends of teleworkers are not authorized to use any Government assets. The contractor shall ensure physical control and accessibility of government assets. The contractor shall maintain the NMCI Tracking Sheet utilizing **Attachment 1**. This computer control will be tracked as part of **CDRL A002**. Personal computers are not authorized for use on this contract. The Contractor will be in compliance with NMCI rules and regulations and other customer network security protocols and networking environments.

4.8 Reports and Reporting

The Contractor shall report program and project status information as follows:

- **Weekly Meetings:** The Contractor shall attend weekly status meetings held at the TPOC designated facility to discuss program and project activities, areas of concern, and other CT&E related issues, inputs, minutes, documentation, reports, as **CDRL A006**.
- **Program Management Reviews (PMR):** The Contractor shall conduct PMR every three months to review topics such as project status, financial review, and issues of concern. The Initial Kick Off Meeting is required within 31 days of award and will set the sequence for follow-on PMR. Report PMR inputs as **CDRL A006**.
- **Progress Reports:** Progress reports listing continuing work for each program/ project task shall be submitted in accordance with **CDRL A002**. **CDRL A001**, and **CDRL A003** are intended to be extensions of the monthly Progress Reports.
- **Financial Execution Reports:** Cost reports for each program/project task shall be submitted in accordance with **CDRL A001**.
- **Development Schedule Reports:** The Contractor shall provide reports detailing planned milestones and dates of current developments in accordance with **CDRL A003**.
- **Technical Reports:** The Contractor shall report on items that are not in direct support of courseware (i.e. Conops, "Science of Learning" research) in accordance with **CDRL A004**.
- **Detailed Invoices:** The Contractor shall submit detailed invoices in accordance with **CDRL A005**.
- **Program Management Reports:** The Contractor shall input administration, operations, and management inputs, minutes, reports, documentation in accordance with **CDRL A006** (unless covered by other CDRLs).
- **Trip Report:** At the conclusion of each event (within 10 days of travel completion), the Contractor shall provide a trip report in accordance with **CDRL A007**.
- **Operations Security Plan** **CDRL A008**.

4.9 Travel Orders

The Contractor shall prepare and submit travel request to the COR and coordination copy to TPOC (copy of request and approval required) for all personnel required to travel (14 day notice). Travel requests shall be submitted electronically (email or document). All travel and billeting shall be in accordance with the Joint Travel Regulations, Vol. II. The Contractor shall be responsible for making all vehicle rental, airfare, and lodging and subsistence arrangements. All travel costs will be on a reimbursable basis and funded separately via contract actions ahead of travel. The Contractor shall return all receipts for expenses incurred. Travel outside the scope and clauses of this contract will not be reimbursed. The below are historical and possible places of facilitation (inclusive but not limited to):

DESTINATION	DURATION (DAYS)	# TRIPS PER YEAR	# STAFF PER TRIP	PURPOSE
Norfolk, VA	1-3	2-3	1-2	Information Sharing / Course Development / Course Offerings (Instructions)
China Lake, CA	2-5	2-5	1-2	Information Sharing / Course Development / Course Offerings (Instructions)
Edward's AFB, CA	1-3	1-2	1-2	Information Sharing / Course Development / Course Offerings (Instructions)
Palmdale, CA	1-3	2-3	1-2	Information Sharing / Course Development / Course Offerings (Instructions)
Point Mugu, CA	2-5	3-5	1-2	Course Development / Course Offerings (Instructions)
Orlando, FL	2-5	3-5	1-2	Information Sharing / Course Development / Course Offerings (Instructions)
West Palm Beach, FL	1-3	2-3	1-2	Information Sharing / Course Development / Course Offerings (Instructions)
Eglin AFB, FL	1-3	1-2	1-2	Information Sharing / Course Development / Course Offerings (Instructions)
Lakehurst, NJ	1-3	3-5	1-2	Information Sharing / Course Development / Course Offerings (Instructions)
Dallas, TX	1-3	2-3	1-2	Information Sharing / Course Development / Course Offerings (Instructions)

4.10 Government Furnished and Accessible Facilities:

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The Government will provide access to facilities in which to perform the requirements of this SOW. These facilities are located at Naval Air Warfare Center Aircraft Division Patuxent River, Maryland. The base access process (see Para 4.19) will be administered by the Government Customer's Team Lead organization but shall be coordinated through the COR.

4.11 Government Provided Equipment:

The Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this order. The Government will provide all office furniture (i.e. tables, chairs, file cabinets, etc.) required to execute the tasks for those who will be located at the Government facility. Implementation of these services shall be coordinated by the Government Team Lead with a coordination copy sent to the TPOC and the COR.

4.12 Materials:

The Contractor will procure materials/ equipment necessary to support execution of tasking defined in this SOW, using the material Contract Line Item (CLIN) assigned in the contract. Materials/ equipment purchases shall be approved by the TPOC with a coordination copy to the TPOC and the COR in writing prior to purchase (14 days notice requested).

4.13 Employee Training/ Certification Requirements

The Contractor shall certify all employees by verifying experience, special training, and qualifications. The Contractor shall establish a training program to ensure personnel remain highly qualified and proficient in their area of expertise. Contractor employees shall complete position specific training requirements, provided by the Government, at no cost to the Contractor. This training includes new/recurring Navy requirements not available commercially, Operational Risk Management (ORM), Anti-Terrorism, Information Assurance (IA) and other safety/ security training as required by the host command to include Safety Stand Downs. Training requirements may be added and tracked as part of **CDRL A002**.

The Contractor may attend CT&E courses when approved by the TPOC and COR as well as the Contractor's management within the following stipulations.

The Government will provide training to contractor employees if the contract requires it; or if the training is not required per a contract, the Government may provide the training when: the Government and contractor supervisor agree that contractor employee attendance at the training is appropriate; providing the training will not create a conflict or give the appearance of favoring a contractor; and the Government determines that the training is necessary and reasonable expense under the appropriation. Additionally, if the training is not required per a contract, the Government may allow contractor employees to attend training if there is no cost to the Government for the contractor employee to attend the training, and if (a) the Government and contractor supervisor agree that contractor employee attendance at the training is appropriate and providing the training will not create a conflict or give the appearance of favoring a contractor.

4.14 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The Contractor shall report all contractor labor hours (including Sub-Contractor labor hours) required for performance of services provided under this contract for the Navy 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>.

4.15 Corporate Applications and Information Assurance

The Contractor shall request and obtain access to the appropriate corporate applications. These systems include but are not limited to NMCI, FIST, Navy ERP (N-ERP), DOD EMALL, NATEC, SharePoint, NAVAIRU Portal. Contractor personnel assigned to perform work under this contract and who require access to Government IT Systems shall comply with DON Information Assurance and Personnel Security Requirements for Accessing Government Information Technology Systems. This includes completion of the SAAR-N form **Attachment 2** OPNAV 5239/14 (Rev 9/2011) and initial and annual IA training (shall be statused as part of CDRL A002). Access will be administered by the TPOC's organization with a coordination copy to the COR.

4.16 Safety

The Contractor shall be responsible for the safety and accountability of all its employees; the Contractor shall provide personnel protective equipment where required.

4.17 Security

The Contractor shall coordinate and ensure the provision of security badges required to allow Contractor personnel access to designated workspaces. The Contractor shall comply with all applicable security requirements, abide by direction given by Military Police or other security personnel, and adhere to installation traffic laws. Performance of work may require access to classified information; therefore all personnel must have the appropriate security clearance. The DD-254 outlines the contractor security requirements and will be included as (Attachment 4).

Prior to being placed in a position under this contract an Interim Secret Clearance and Proof of U.S. Citizenship is required. See para 4.17, 4.18, 4.19, and 4.20 as applicable.

4.18 Briefing/Debriefing

Upon reporting to the Division, Contractor personnel, assigned for a period in excess of 30 days are required to attend Division security and safety orientations provided by the TPOC and/ or Division representative. The orientations are to provide the Contractor personnel with awareness of basic requirements for protection of individuals, classified information and the procedures that coincide. Applicable instructions will be used as the basis for the orientation and the Contractor shall comply with the information within these instructions regardless of the timeframe onsite.

- Long-Term Assignment Debriefs - For Contractor personnel assigned for a period in excess of 30 days, a debriefing is required from the

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TPOC.

- Badge Requirements – If a Contractor is assigned for more than 90 days, a CAC badge will be issued from the appropriate Base Security Office. The Trusted Agent Sponsorship System (TASS) form shall be completed and submitted to a designated Trusted Agent (TA) via the COR if personnel are on base for more than 90 days and require access to Government Information Technology (IT) systems.
- Badge Requirements – If a Contractor is assigned for 90 days or less, a badge will be issued from the appropriate Base Security Office. The badge shall have the expiration date that shall coincide with the expiration date of the individual’s tenure at the site while working under this contract.

4.19 Visit Request

Regardless of duration of time on base, a Visit Request will be generated by the Government based upon receipt of Contractor Base Access Request Form (**Attachment 3**). The base access process will be administered by the Customer’s Team Lead organization but shall be coordinated through the COR.

4.20 Operations Security (OPSEC)

The Contractor shall develop, implement and maintain a facility level OPSEC program to protect classified and sensitive unclassified information to be used at the Contractor facility during the performance of this contract. The final OPSEC plan shall be submitted to the TPOC and COR within 90 calendar days of contract award as CDRL A008/ Data Item Description (DID) DI-MGMT-80934C. While performing aboard NAVAIR sites, the Contractor shall comply with the provisions of NAWCADINST 3432.1B; at all other sites, the Contractor shall comply with the local command and program OPSEC plan.

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information. This OPSEC Plan shall also control distribution of controlled unclassified and classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM) and DoD 5200.1-R, Information Security Regulation. The DoD Contract Security Classification Specification, DD Form 254, **Attachment 4**, defines program specific security requirements. All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, classified equipment and materials, and other equipment and materials.

5.0 MINIMUM PERSONNEL QUALIFICATIONS

The following personnel qualifications apply to this requirement. These minimum qualifications are the baseline for determining technical acceptability in the personnel area. The specialized experience included as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. If at any time during the performance of this contract, the Government determines that the Contractor is using personnel not meeting the qualifications and experience as set forth in this contract, the Contractor shall have the burden of proof to ascertain that its personnel possess the required qualifications and experience.

5.1 The minimum levels include the following requirements:

- All personnel must be United States citizens and be able to read, write, speak and understand the English language.
- Individuals released from military service must provide a DD214 and must have been a "General or Honorable Discharge." The Government may grant waivers for the discharge requirement on an individual basis.
- Personnel required to have a specific education requirements must have obtained that degree from an accredited source commensurate with the Department of Labor requirements.
- The contractor may request Contracting Officer concurrence to fill any position that allows for “Relevant Technical Discipline”, or “Additional Acceptable Degree Fields” as defined in the NAVAIR Standard Labor Categories. Concurrence request shall be by position with a rational statement and a statement of equivalence or benefit to the Government.
 - “Relevant Technical Discipline” and “Additional Acceptable Degree Fields” are defined for this effort as accreditation programs of the same magnitude (I.E. Bachelor’s Degree equals Bachelor’s Degree; Vocational Training equals Vocational Training) in technical disciplines (E.G. fields of study) germane to the Test and Evaluation and Program Management Training Curriculum Development and Facilitation effort. Examples of relevant technical disciplines include but are not limited to; Degrees in Mechanical, Electrical, and Industrial Engineering, Math and Sciences, Management, and Professional Aeronautics; Aircraft and Weapon Systems Electrical, Electronic, and Mechanical Repair, Management, Research and Development, and Test and Evaluation certifications.
- “Allowable Substitution” is defined for this effort as accreditation program of the same or lessor magnitude (I.E. Bachelor’s Degree in a field of study may be substituted with an Associate’s Degree in that same field with or without additional requirements, such as experience, or with a degree of the same magnitude in a related field with or without additional requirements) in technical disciplines (E.G. fields of study) germane to the Test and Evaluation and Program Management Training Curriculum Development and Facilitation effort (see the relevant technical discipline examples above). The “Allowable Substitution” is specifically defined in the NAVAIR Standard Labor Categories and requires no Contracting Officer concurrence.

5.2 The contractor shall be responsible for employing personnel having the following minimum levels of education, professional and technical experience for each position below:

- Administrative Assistant – In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.

Education: High School diploma or GED.

Experience: At least one (1) year of experience in a customer and business oriented position.

- Computer Based Training Specialist - The Computer Based Training Specialist works with courseware production team to design, develop,

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revise and validate interactive computer based courseware. This specialist uses specialized computer software and/or hardware to develop, integrate and edit instructional text, audio, graphics, animation and video for interactive presentations. This person also uses appropriate programming/branching logic and screen layout and remediation/ feedback techniques. The Worker also implements quality control and review and revision procedures throughout the courseware development process.

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

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

- **Flight & Academic Instructors** – Develops curricula, instructs students in a classroom setting, conducts training flights, determines student proficiency, reports on student progress and develop new teaching methods. Responsible for training students in subjects such as aircraft systems, operating procedures, handling emergencies, problem analysis, aircraft navigation, radio operation and aerodynamics.

Education: BS or BA degree in a "Relevant Technical Discipline". **Experience:** At least ten (10) years of experience in a related position, three (3) of which must be directly related to Naval systems. Demonstrated knowledge in related area of aviation sciences.

- **Graphic Artist** - The Graphic Artist works with the courseware production team to design and develop graphic/visual effects used in courseware material. This position requires the use of specialized computer software to develop high quality computer illustrations, technical drawings, and animations supporting various media used within the training curriculum. The Graphic Artist is capable of using specialized hardware and/or software for video/audio capture and editing of multimedia presentations, incorporates principles of layout design throughout the courseware production process, and is responsible for quality control, review and revision of all aspects of graphics development.

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

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

- **Illustrator II** - Assigned to projects involving several of the common art media such as pen-and-ink, pencil, tempera, wash, oils, and airbrush over a period of time. These projects require the Illustrator to be proficient in the use of these media and in executing acceptable drawings in many styles. Generally, Illustrator II executes drawings that have been conceived by others and presented in the form of rough sketches. This illustrator does not exercise an extensive knowledge of the subject matter involved when preparing medical, scientific or technical equipment illustrations, but does acquire information about the subject assigned to illustrate and develop a background of subject matter knowledge through carrying out these illustrating assignments. However, the kind of illustrating work assigned does not require an extensive prior knowledge about the subjects illustrated.

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

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

- **Multimedia Specialist** - Plans and develops visual information products for external and internal communication initiatives. Uses knowledge of audiovisual media techniques, methods, hardware and software to create a range of products in response to specific command communication requirements. Products may include capturing video footage and photographs of test events, ceremonies, conferences, symposiums, community activities in a variety of formats. Ability to conduct on-camera interviews, record high quality audio for video, and edit audio and video footage using industry standard software. Capture high quality portrait photography in studio environment, edit still images utilizing photographic software, print high quality images and mount prints in a variety of formats. Provide customer support services to clients and senior leadership as needed to ensure high quality service.

Education: BS or BA degree in Mass Communication, Video/Film Production, Photography, or related audiovisual field. ALLOWABLE SUBSTITUTION: AS or AA degree in Audiovisual Communications and five (5) years of experience.

Experience: At least three (3) years of experience. Experienced in Adobe Photoshop, Adobe Premiere, Adobe Illustrator, Final Cut Pro, Final Cut Studio, PC and Mac operating systems, photojournalism techniques, cinematography, digital video file conversion, graphic design and still photography. Understand how to visually tell a story using photojournalism techniques. Knowledge of broadcast journalist techniques is required to conduct media training for senior leadership.

- **Subject Matter Expert** - Applies expertise to support program development, project execution, business and technical operations, strategic initiatives, workforce development, or as required to support technical and organizational tasks.

Education: High School diploma or GED; Technical training in a "Relevant Technical Discipline".

Experience: At least ten (10) years of hands-on experience in one of the following areas: Business Operations, Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in a "Relevant Technical Discipline".

- **Technical Instructor**- The Technical Instructor teaches one or more short courses in a technical trade or craft such as electricity, electronics, surveying, aircraft or ship fundamentals, prepares an instructional program in accordance with training or other course requirements, assembling materials to be presented. The incumbent teaches assigned topics in accordance with approved curriculum effectively utilizing all allotted time, maintains proficiency in instructional techniques, incorporates current examples in the teaching process (e.g. develops clarification or real world examples of application related to the subject matter); develops and maintains classroom techniques that reflect professionalism, good discipline and enhance teaching. The Technical Instructor alternates teaching techniques in order to maintain high motivation and interest in the subject areas, administers grades, records and critiques examinations; prepares and administers remedial assignments, submits written recommendations for curriculum updates to ensure consistency with changes and innovations in latest applicable publications or documents.

Education: High School diploma or GED, and vocational training commensurate with Department of Labor functional description.

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

- **Technical Instructor/Course Developer** - The Technical Instructor/Course Developer is primarily responsible for curriculum revision and maintenance. Technical curriculum may involve electronics, welding, or more highly technical areas such as radio and electronics repair or operation

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of weapons systems. This instructor uses a computer to organize and draft a curriculum that breaks a complex subject into blocks or units of instruction, creates graphics, and integrates them into curriculum. Courses may be instructor based, computer-based, simulator based, interactive, or non-interactive. This instructor also teaches short technical courses in accordance with approved curriculum to maintain proficiency and to evaluate and develop new instructional techniques/courses. Job duties also include the following: incorporation of new curriculum in the teaching process (e.g., develops clarification or examples of application related to the subject matter), development and maintenance of classroom techniques that reflect professionalism and good discipline and enhance teaching, development of alternative teaching techniques and scenarios to maintain high motivation and interest in the subject areas, and while acting as the testing officer, the conducting of test analysis and development or revision of test items.

Education: High School diploma or GED, and vocational training commensurate with Department of Labor functional description.

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

- **Technical Writer III** - The Technical Writer III develops, writes, and edits material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment, receives assignment from supervisor, observes production, developmental, and experimental activities to determine operating procedure and detail. This writer interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods, and reviews manufacturer's and trade catalogs, drawings and other data relative to operation, maintenance, and service of equipment. The Technical Writer III studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail, organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology; and reviews published materials and recommends revisions or changes in scope, format, content, and methods of reproduction and binding. This worker may perform the following tasks: maintain records and files of work and revisions, select photographs, drawings, sketches, diagrams, and charts to illustrate material; assist in laying out material for publication, arrange for typing, duplication and distribution of material, write speeches, articles, and public or employee relations releases, edit, standardize, or make changes to material prepared by other writers or plant personnel. This incumbent may specialize in writing material regarding work methods and procedures.

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

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

- **Training Specialist II** - Researches and analyzes new or revised technical documentation and information concerning advances in military weapons systems and support systems technology. Designs, develops, and prepares structured training manuals, presentation materials, and courses of study related to the operation or maintenance of military weapon systems and support systems. Works to implement program use of the training courses and materials that are developed.

Education: BS or BA degree in Education, English, Psychology or "Additional Acceptable Degree Fields"; Working towards Training Certification.

Experience: At least five (5) years of experience in a "Relevant Technical Discipline", to include establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the Seaport-e multiple award Basic Contract.

Clauses specified in Section D of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order.

Items 7000, 7001, 7002, 7003, and 7005 and Option Items 7100, 7101, 7102, 7103, 7105, 7200, 7201, 7202, 7203, and 7105 - Packaging and marking are not applicable to these items.

Item 7004 and Option Items 7104, and 7204 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List. Unless otherwise directed, all deliverables shall be delivered to the Contracting Officer's Representative (COR) for purposes of Seaport-e MAC clause HQ D-2-0008, "Marking of Reports".

Item 9000, and 9001 and Option Items 9100, 9101, 9200, and 9201 - Packaging and marking shall be in accordance with best commercial practice.

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE

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

Items 7000, 7001, 7002, 7003, 7005, 9000, and 9001; Option Items: 7100, 7101, 7102, 7103, 7105, 7200, 7201, 7202, 7203, 7205, 9100, 9101, 9200, 9201: Inspection and acceptance of the services and supplies called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Officer's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C, Statement of Work, and Section J, **Attachment 15** - Surveillance Activity Checklist (SAC). Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A (**A001-A008**) under the associated items 7004 and Options 7104, and 7204, must be completed prior to final acceptance of the services identified herein.

Acceptance of the Contractor's completed performance for each line item shall be acknowledged via DD Form 250 in accordance with Wide Area Workflow (WAWF) instructions.

Item 7004, Options 7104, and 7204 - Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423. 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. Additionally, the Government will monitor the Contractor's performance to ensure compliance with Contract requirements, inclusive of the terms and conditions, in accordance with Section J, **Attachment 15**, Surveillance Activity Checklist (SAC).

CLIN Inspection At Inspection By Acceptance At Acceptance By

7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7004	Destination	Government	Destination	Government
7005	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7102	Destination	Government	Destination	Government
7103	Destination	Government	Destination	Government
7104	Destination	Government	Destination	Government
7105	Destination	Government	Destination	Government
7200	Destination	Government	Destination	Government
7201	Destination	Government	Destination	Government
7202	Destination	Government	Destination	Government
7203	Destination	Government	Destination	Government

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7204	Destination	Government	Destination	Government
7205	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9101	Destination	Government	Destination	Government
9200	Destination	Government	Destination	Government
9201	Destination	Government	Destination	Government

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	6/16/2017 - 6/15/2018
7001	6/16/2017 - 6/15/2018
7002	6/16/2017 - 6/15/2018
7003	6/16/2017 - 6/15/2018
7005	6/16/2017 - 6/15/2018
9000	6/16/2017 - 6/15/2018
9001	6/16/2017 - 6/15/2018

CLIN - DELIVERIES OR PERFORMANCE

All clauses of Section F of the SeaPort-e basic contract apply to this task order unless otherwise specified in the task order, in addition to the following:

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

Items 7000, 7001, 7002, 7003, 7005, 9000, and 9001 and Option Items 7100, 7101, 7102, 7103, 7105, 7200, 7201, 7202, 7203, 7205, 9100, 9101, 9200, and 9201 - The contractor shall provide supplies and services in accordance with the Section F Delivery/Performance Schedule.

Main location of College of Test and Evaluation work will be conducted at the Patuxent River, Maryland Naval Air Station, however, classes will be taught at other various sites which include, but are not limited to, NAWC-WD, China Lake; NAWC-WD, Point Mugu; Palm Beach, FL, NAWC TSD Orlando; and Huntsville, AL. However this requirement is anticipated to be performed 20-30% off-site at the Contractor's facilities.

Item 7004 and Option Items 7104 and 7204 - The data furnished hereunder shall be in accordance with Exhibit A and the Section F Delivery/Performance Schedule.

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

CLIN	Period of Performance
7000	6/16/2017 - 6/15/2018
7001	6/16/2017 - 6/15/2018
7002	6/16/2017 - 6/15/2018
7003	6/16/2017 - 6/15/2018
7004	6/16/2017 - 6/15/2018
7005	6/16/2017 - 6/15/2018
9000	6/16/2017 - 6/15/2018
9001	6/16/2017 - 6/15/2018

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

CLIN	Period of Performance
7100	6/16/2018 - 6/15/2019
7101	6/16/2018 - 6/15/2019

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7102	6/16/2018 - 6/15/2019
7103	6/16/2018 - 6/15/2019
7104	6/16/2018 - 6/15/2019
7105	6/16/2018 - 6/15/2019
7200	6/16/2019 - 6/15/2020
7201	6/16/2019 - 6/15/2020
7202	6/16/2019 - 6/15/2020
7203	6/16/2019 - 6/15/2020
7204	6/16/2019 - 6/15/2020
7205	6/16/2019 - 6/15/2020
9100	6/16/2018 - 6/15/2019
9101	6/16/2018 - 6/15/2019
9200	6/16/2019 - 6/15/2020
9201	6/16/2019 - 6/15/2020

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

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

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

- (1) PCO, Code Delivery to PCO not required. Deliver technical data to codes listed in Block 6.
- (2) ACO, Code Delivery to ACO not required. Deliver technical data to codes listed in Block 6.

(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:

Naval Air Warfare Center Aircraft Division

AIR 5.1D

22541 Millstone Road, Building 304

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Patuxent River, Maryland 20670-1547

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SECTION G CONTRACT ADMINISTRATION DATA

09RA HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)(MAY 1993)

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

(b) The Government shall make payment to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to the level of effort show in in 5252.216-9122 of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7) subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

Note: For the purpose of this clause incorporated at the task order level, the term "contract" means "task order", and the item "Procuring Contracting Officer" is the "Task Order Contracting Officer".

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

(a) The Contracting Officer has designated William Denenea as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: [See Attachment 17 COR Appointment Letter]

(b) The effective period of the COR designation is 16 June 2017 - 15 June 2020.

NAVSEA 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. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth 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:

<u>items</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
7000	████████	████████	
7001	████████	████████	
7002	████████	████████	
7003	████████	████████	
7005	████████	████████	
9000	\$ ██████	████	
9001	\$ ██████	████	

ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE TO FIXED FEE	ALLOTED TO AWARD TO AWARD FEE	CPFF	M H/S	EST. POP
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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 none 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.

LOE Data	Base Period	Option 1	Option 2	Total
Estimated Labor Cost	██████████	██████████	██████████	██████████
Fixed Fee	██████████	██████████	██████████	██████████
Total Cost and Fee	██████████	██████████	██████████	██████████
Fee as % of Cost	████	████	████	████
Awarded Hours	████	████	████	████

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

(a) Contract Administration Office.

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

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

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

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)): [TBD] or as delineated by Procuring Contracting Officer (PCO) correspondence.

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

09RA INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(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

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system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(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*)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

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

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) 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 email 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 aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
Contracting Officer's Representative (COR) identified in NAVAIR Clause 5252.201-9501.

(f) 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.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF e-mail address: disa.ogden.esd.mbx.cscassig@mail.mil.

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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.

Accounting Data

SLINID	PR Number	Amount
700001	1300634401	[REDACTED]
LLA :		
AB 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code: A10003924085		
CIN: 130063440100002		
700101	1300634319	[REDACTED]
LLA :		
AA 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code A00003923959		
CIN 130063431900001		
700102	1300634401	[REDACTED]
LLA :		
AC 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code: A00003924085		
CLIN: 130063440100001		
BASE Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD P00001		
700002	1300616618	[REDACTED]
LLA :		
AG 1771804 4RZ3 251 00019 0 050120 2D 000000 Cost Code A00003779766		
CIN 130061661800001		
700101	1300634319	[REDACTED]
LLA :		
AA 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code A00003923959		
CIN 130063431900001		
700102	1300634401	[REDACTED]
LLA :		
AC 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code: A00003924085		
CIN: 130063440100001		
700301	1300648091	[REDACTED]
LLA :		
AD 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code A00004029605		
CIN: 130064809100001		
700302	1300648091	[REDACTED]
LLA :		
AE 97X4930 NH2A 251 77777 0 050120 2F 999999 Cost Code A10004029605		
CIN: 130064809100002		
700501	1300634401	[REDACTED]
LLA :		
AC 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code: A00003924085		
CIN: 130063440100001		
900001	1300634319	[REDACTED]
LLA :		
AA 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code A00003923959		
CIN 130063431900001		

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MOD P00001 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00002

700201 1300648140 [REDACTED]
LLA :
AF 1771804 4U3N 251 00019 0 050120 2D 000000 Cost Code A00004030836
CIN 130064814000001

MOD P00002 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00003

700002 1300616618 [REDACTED]
LLA :
AG 1771804 4RZ3 251 00019 0 050120 2D 000000 Cost Code A00003779766
CIN 130061661800001

900002 1300616618 [REDACTED]
LLA :
AG 1771804 4RZ3 251 00019 0 050120 2D 000000 Cost Code A00003779766
CIN 130061661800001

MOD P00003 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00004

700302 1300648091 [REDACTED]
LLA :
AM 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code A10004029605
CIN: 130064809100002

700303 1300648091-0002 [REDACTED]
LLA :
AK 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code: A10004029605
CIN: 130064809100003

700304 1300648091-0002 [REDACTED]
LLA :
AL 97X4930 NH2A 253 77777 0 050120 2F 000000 Cost Code: A10004029605
CIN: 130064809100004

700501 1300634401 [REDACTED]
LLA :
AC 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code: A00003924085
CIN: 130063440100001

700502 1300634401 [REDACTED]
LLA :
AH 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code A10003924085
CIN: 130063440100002

900101 1300648091 [REDACTED]
LLA :
AM 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code A10004029605
CIN: 130064809100002

MOD P00004 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00005

700003 1300616618-0001 [REDACTED]

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LLA :
AG 1771804 4RZ3 251 00019 0 050120 2D 000000 Cost Code A00003779766
CIN: 130061661800002

700103 1300667386 [REDACTED]
LLA :
AS 97X4930 NH1D 251 77777 0 050120 2F 000000 Cost Code: A00004153169
CIN: 130066738600001

700202 1300668055 [REDACTED]
LLA :
AN 1771804 4U3N 251 00019 0 050120 2D 000000 Cost Code: A00004157600
CIN: 130066805500001

700203 1300668055 [REDACTED]
LLA :
AN 1771804 4U3N 251 00019 0 050120 2D 000000 Cost Code: A00004157600
CIN: 130066805500001

900102 1300668055 [REDACTED]
LLA :
AN 1771804 4U3N 251 00019 0 050120 2D 000000 Cost Code A00004157600
CIN 130066805500002

MOD P00005 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00006

900103 1300648091-0003 [REDACTED]
LLA :
AK 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code: A10004029605
CIN 130064809100005

MOD P00006 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00007 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00008

700104 1300667386-0001 [REDACTED]
LLA :
AS 97X4930 NH1D 251 77777 0 050120 2F 000000 Cost Code: A00004153169
CIN 130066738600002

MOD P00008 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00009

700503 1300679013 [REDACTED]
LLA :
AU 97X4930 NH2A 251 77777 0 050120 2F 000000 COST CODE A00004256416
CIN: 130067901300001

700504 1300679013 [REDACTED]
LLA :
AU 97X4930 NH2A 251 77777 0 050120 2F 000000 COST CODE A00004256416
CIN 130067901300002

700505 1300679013 [REDACTED]
LLA :
AU 97X4930 NH2A 251 77777 0 050120 2F 000000 COST CODE A00004256416
CIN: 130067901300003

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MOD P00009 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00010

700105 1300684218 [REDACTED]
LLA :
AV 97X4930 NH2A 251 77777 0 050120 2F 000000 Cost Code: A00004297773
CIN: 130068421800001

MOD P00010 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00011 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00012

700004 1300698472 [REDACTED]
LLA :
AW 9780111 4ACQ 251 00019 0 050120 2D 000000 Cost Code A10004412633
CIN: 130069847200002

700204 1300698472 [REDACTED]
LLA :
AX 9780111 4ACQ 251 00019 0 050120 2D 000000 Cost Code A00004412633
CIN 130069847200001

900003 1300698472 [REDACTED]
LLA :
AX 9780111 4ACQ 251 00019 0 050120 2D 000000 Cost Code A00004412633
CIN 130069847200002

MOD P00012 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 as: Attachment 2.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, To Be Determined At Award 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 16**. 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

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contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

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

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

(2) "Nondevelopmental items" as defined in FAR 2.101.

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

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

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

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

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

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

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

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

(e) Contracting restrictions.

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

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor

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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))

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

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

(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))

(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

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noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

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

09RA NAVSEA 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 90,240 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not 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 591 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee

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together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the 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 work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's

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election to implement an alternative worksite plan.

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

5252.211-9510 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.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel NAWCAD

47076 Liljenrantz Road

Patuxent River, Maryland 20670

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to

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invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

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

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

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

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

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

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

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

5252.227-9511 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)

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(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 NAVAIR trademark.

(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)

(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 Technical Point of Contact or Contracting Officer's Representative (COR)] a written request for authorization to travel at least 14 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 TPOC or COR will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor.

(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

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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 reimbursed at the per diem identified in the JTR.

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.

POST AWARD CONFERENCE

A post award conference may be held as specified in the basic contract. The Government will notify the contractor of the time and location after award of the task order.

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

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

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

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

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

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limitations.

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

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

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated in the basic MAC contract also apply.

52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR1984)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.227-7015	Technical Data - Commercial Items (Feb 2014)
252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
252.227-7019	Validation of Asserted Restrictions - Computer Software (Sep 2011)252.227-7019 Validation of Asserted Restrictions - Computer Software (Sep 2011)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)
252.227-7030	Technical Data - Withholding of Payments (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)
252.239-7009	Representation of Use of Cloud Computing.
252.239-7010	Cloud Computing Services.
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
252.245-7002	Reporting Loss of Government Property (APR 2012)
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
252.245-7004	Reporting, Reutilization, and Disposal

52.203-16 Preventing Personal Conflicts of Interest.

As prescribed in 3.1106, insert the following clause:

Preventing Personal Conflicts of Interest (Dec 2011)

(a) Definitions. As used in this clause—

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently

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governmental functions and is—

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

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

- (1) Is exempt from disclosure under the Freedom of Information Act ([5 U.S.C. 552](#)) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

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

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

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

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

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall—

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

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

(A) Financial interests of the covered employee, of close family members, or of other members of the covered

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employee's household.

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

(C) Gifts, including travel; and

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

(2) For each covered employee—

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

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

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

(3) Inform covered employees of their obligation—

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

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

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

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

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

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

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

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

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

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

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

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

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 60 days prior to the options start date.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3.5 years

52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)

(a)*Definition.* “Small business concern,” as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b)*Applicability.* This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c)*General.*

(1) Offers are solicited only from small business concerns. Offers received from

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concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

52.237-3 Continuity of Services.

As prescribed in [37.110\(c\)](#), insert the following clause:

Continuity of Services (Jan 1991)

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

(1) Furnish phase-in training; and

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

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

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

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

(End of clause)

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

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supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

(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;

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

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

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

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

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

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

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

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

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

ASEC

Deloitte

J.F. Taylor

Mantech

RPI

Sabre

SAIC

Site

Tekla

TSA

Wyle

252.204-7000 Disclosure of Information.

As prescribed in [204.404-70\(a\)](#), use the following clause:

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DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS [252.204-7012](#)) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS [PGI 204.4 \(DFARS/PGI view\)](#)).

(b) Requests for approval under paragraph (a)(1) 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 10 business days before the proposed date for release.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

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

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

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

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

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

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

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

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

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

(ii) Studies, analysis, 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;

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to

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destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

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

(iv) The Contractor acknowledges that--

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

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

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

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and
(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

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

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

(i) The parties have agreed otherwise; or

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

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

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

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the

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Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

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

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

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

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

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

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

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

(4) Corporation, individual, or other person, as appropriate.

Date _____

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Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

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

(End of legend)

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

Limited Rights _____

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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.

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers*.

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

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

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

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

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

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**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 nongovernmental purposes which--

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

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

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

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

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

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

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

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

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

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

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

(7) “Developed” means that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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(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 there under 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 development 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.

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(iii) The Contractor acknowledges that--

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

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

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

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

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

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the

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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 data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

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

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

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

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***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 transmitted 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

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer 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 this software 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

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when authorized by the terms of this clause; and

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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(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.

252.227-7020 Rights in Special Works.

As prescribed in [227.7105-3](#), [227.7106](#)(a) or [227.7205](#)(a), use the following clause:

RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) 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) 'Unlimited rights' means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term 'works' includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works: 'c (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved.' For phonorecords, the 'c' marking shall be replaced by a 'P'.

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works 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 of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works--

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable

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to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

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.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 2,256 hours 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

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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.

*Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of Clause)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications.

As prescribed in [15.408\(m\)](#), insert the following clause:

Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010)

(a) Exceptions from certified cost or pricing data.

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

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

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

(A) If—

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

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

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

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

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

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

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

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

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - NMCI Tracking Sheet

Attachment 2 - System Authorization Access Request - Navy (SAAR-N) Form

Attachment 3 - Contractor Base Access

Attachment 4 - Contract Security Classification Specification (DD254)

Attachment 5 - CT&E Operations Manual

Attachment 6 - Assertions

Attachment 7 - Acquisition Test and Evaluation Handbook

Attachment 8 - NAVAIR 3960.2D Acquisition Test and Evaluation

Attachment 9 - NAVAIR 3960.4 PROJECT TEST PLAN POLICY FOR TESTING AIR VEHICLES, AIR VEHICLE WEAPONS, AND AIR VEHICLE INSTALLED SYSTEMS

Attachment 10 - NAVAIR 3905.1 Test Reporting Policy for Air Vehicles, Air Vehicle Weapons and Air Vehicle Installed Systems Test

Attachment 11 - DOD 3432.1 DoD Information Security Program: Overview, Classification, and Declassification

Attachment 12 - NAVAL AIR SYSTEMS COMMAND UNIVERSITY CONCEPT OF OPERATIONS

Attachment 13 - OPERATION OF THE DEFENSE ACQUISITION SYSTEM DOD 5000.02

Attachment 15 - OPNAVINST 3432.1 Operation Security

Attachment 15 - Surveillance Activity Checklist

Attachment 16 - Organizational Conflict of Interest List

Attachment 14 - OPNAV 3432.1 Operation Security

Exhibit A: CDRL A001

Exhibit A: CDRL A002

Exhibit A: CDRL A003

Exhibit A: CDRL A004

Exhibit A: CDRL A005

Exhibit A: CDRL A006

Exhibit A: CDRL A008

Exhibit A: CDRL A007