

2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 13-Jan-2020	4. REQUISITION/PURCHASE REQ. NO. 1300770378-0004	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N68936	7. ADMINISTERED BY (If other than Item 6) CODE	S0514A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Affordable Engineering Services, Inc. 120 C Avenue, Suite 110 Coronado CA 92118-1992	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7596-GM01 10B. DATED (SEE ITEM 13) 07-Aug-2015
CAGE CODE 6UX43      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 Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David E Belasco, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/David E Belasco (Signature of Contracting Officer)	13-Jan-2020

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

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**GENERAL INFORMATION**

The purpose of this modification is to add incremental funding in accordance with PR 1300770378-0004 in the amount of \$12,000.00. This is a unilateral modification IAW FAR 52.232-22 Limitation of Funds. 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].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
900503	O&MN,N	0.00	[REDACTED]	[REDACTED]

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

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	L016	Base year labor in accordance with PWS. (O&MN,N)	1.0	LO			
700101	L016	PR 1300517463 [REDACTED] ACRN AA (O&MN,N)					
700102	L016	PR 1300517463 Funds were de-obligated from [REDACTED] by [REDACTED] ACRN AB (O&MN,N)					
7002	L016	Option Year 1 labor in accordance with the PWS. (O&MN,R)	1.0	LO			
700201	L016	PR #1300566684 [REDACTED] ACRN AD (O&MN,R)					
700202	L016	PR #1300566684 [REDACTED] ACRN AE (O&MN,R)					
700203	L016	PR #1300566684-00005 decreased by [REDACTED] from [REDACTED] to [REDACTED] ACRN AF (O&MN,R)					
700204	L016	PR #1300566684 [REDACTED] ACRN AD (O&MN,R)					
700205	L016	PR #1300566684-0005 decreased by [REDACTED] ACRN AF (O&MN,R)					
700206	L016	PR #1300566684 [REDACTED] ACRN AE (O&MN,R)					
7003	L016	Option year 2 labor in accordance with the PWS. (O&MN,R)	1.0	LO			
700301	L016	PR#1300642936 [REDACTED] ACRN AK (O&MN,R)					
700302	L016	PR#1300642936 [REDACTED] ACRN AJ (O&MN,R)					
700303	L016	PR#1300642936 [REDACTED] ACRN AH (O&MN,R)					
700304	L016	PR#1300642936-0001 [REDACTED] ACRN AK (O&MN,R)					
700305	L016	PR#1300642936-0001 [REDACTED] ACRN AJ (O&MN,R)					
700306	L016	PR#1300642936-0001 [REDACTED] ACRN AH (O&MN,R)					
7004	L016	Option year 3 labor in accordance with the PWS. (Fund Type - TBD)	1.0	LO			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700401	L016	PR #1300711478 [REDACTED] ACRN AL (O&MN,R)					
700402	L016	PR #1300711478 [REDACTED] ACRN AM (O&MN,R)					
700403	L016	PR #1300711478 [REDACTED] ACRN AN (O&MN,R)					
700404	L016	PR #1300711478-0001 [REDACTED] ACRN AL (O&MN,R)					
700405	L016	PR #1300711478-0001 [REDACTED] ACRN AM (O&MN,R)					
700406	L016	PR #1300711478-0001 [REDACTED] ACRN AN (O&MN,R)					
7005	L016	Option year 4 labor in accordance with the PWS. The Seaport-e MAC contract's PoP ends April 2020, condensing the final option year of the task order to eight months. The final option period will be modified to the evaluated twelve months upon resolution of the Seaport-e MAC ordering periods. (Fund Type - TBD)	1.0	LO	[REDACTED]		
700501	L016	PR 1300770378 [REDACTED] ACRN AP (O&MN,N)					
700502	L016	PR 1300770378 [REDACTED] ACRN AQ (O&MN,N)					
700503	L016	PR 1300770378 [REDACTED] ACRN AR (O&MN,N)					
700504	L016	PR 1300770378-0001 [REDACTED] ACRN AP (O&MN,N)					
700505	L016	PR 1300770378-0001 [REDACTED] ACRN AQ (O&MN,N)					
700506	L016	PR 1300770378-0001 [REDACTED] ACRN AR (O&MN,N)					
700507	L016	PR 1300770378-0003 [REDACTED] ACRN AP (O&MN,R)					
700508	L016	PR 1300770378-0003 [REDACTED] ACRN AQ (O&MN,R)					
700509	L016	PR 1300770378-0003 [REDACTED] ACRN AR (O&MN,R)					
7006	L016	Option for 4 months to complete the period of performance due to a Seaport-e MAC ordering period error. (O&MN,N)  Option	1.0	LO	[REDACTED]		

For Cost Type / NSP Items

7011		CDRLS in support of CLIN 7001.			1.0	LO	NSP
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7012	CDRLS in support of CLIN 7002	1.0	LO	NSP
7013	CDRLS in support of CLIN 7003	1.0	LO	NSP
7014	CDRLS in support of CLIN 7004	1.0	LO	NSP
7015	CDRLS in support of CLIN 7005	1.0	LO	NSP

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7016		CDRLS in support of CLIN 7006	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	L016	Base year ODC'S/Travel in support of CLIN 7001 and in accordance with the PWS. Funds were de-obligated from [REDACTED]. (O&MN,N)	1.0	LO	[REDACTED]
9002	L016	Option year 1 ODC'S/Travel in support of CLIN 7002 and in accordance with the PWS. (Fund Type - TBD)	1.0	LO	[REDACTED]
900201	L016	PR# 1300566684 [REDACTED] ACRN: AF (O&MN,R)			
900202	L016	PR# 1300566684-0001 [REDACTED] ACRN: AD (O&MN,R)			
900203	L016	PR# 1300566684-0001 [REDACTED] ACRN: AF (O&MN,R)			
9003	L016	Option year 2 ODC'S/Travel in support of CLIN 7003 and in accordance with the PWS. (O&MN,R)	1.0	LO	[REDACTED]
900301	L016	PR#1300642936 [REDACTED] ACRN AH (O&MN,R)			
9004	L016	Option year 3 ODC'S/Travel in support of CLIN 7004 and in accordance with the PWS. (Fund Type - TBD)	1.0	LO	[REDACTED]
900401	L016	PR #1300711478 [REDACTED] ACRN AN (O&MN,R)			
900402	L016	PR #1300711478-0001 [REDACTED] ACRN AN (O&MN,R)			
9005	L016	Option year 4 ODC'S/Travel in support of CLIN 7005 and in accordance with the PWS. The Seaport-e MAC contract's PoP ends April 2020, condensing the final option year of the task order to eight months. The final option period will be modified to the evaluated twelve months upon resolution of the Seaport-e MAC ordering periods. (Fund Type - TBD)	1.0	LO	[REDACTED]
900501	L016	PR 1300770378-0002 [REDACTED] ACRN AQ (O&MN,N)			
900502	L016	PR 1300770378-0003 [REDACTED] ACRN AQ (O&MN,N)			
900503	L016	PR 1300770378-0004 [REDACTED] ACRN AS (O&MN,N)			
9006	L016	Base year ODC'S/Relocation in support of CLIN 7001 and in accordance with the PWS. (Fund Type - TBD)	1.0	LO	[REDACTED]
900601	L016	PR# 1300566684-0001 [REDACTED] ACRN: AD (O&MN,R)			
9007	L016	Option year 4 ODC'S/Relocation in support of CLIN 7005 and in accordance with the PWS. The Seaport-e MAC contract's PoP ends April 2020, condensing the final option year of the task order to eight months. The final option period will be	1.0	LO	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		modified to the evaluated twelve months upon resolution of the Seaport-e MAC ordering periods. (Fund Type - TBD)			
9008	L016	Option for 4 months to complete the period of performance due to a Seaport-e MAC ordering period error. (O&MN,N)  Option	1.0	LO	██████████

Special Guidance: The Seaport-e MAC contract's PoP ends April 4, 2020, condensing the final option year of the task order to eight months. The final option period will be modified to the evaluated twelve months (June 1, 2019- May 31, 2020) upon resolution of the Seaport-e MAC ordering period.

Option for 4 months added to complete the period of performance on modification 13 per error described above.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### NATEC-001

#### NATEC-001 CONDITIONS OF CONTRACT (MAR 2013)

(a) Work in support of this Task Order which must be performed outside the Continental United States shall be subject to the provisions of OPNAV Instruction 5720.3D, and all other appropriate regulations, orders and instructions of the Secretary of the Navy, the Department of the Navy, or the Department of Defense. The Contractor shall instruct each representative to familiarize himself with the provisions contained in the aforementioned documents. Requests for certificates of identification and other credentials for Contractor representatives shall be made in accordance with said documents.

(b) Contractor representatives assigned to perform work in support of this Task Order at locations outside the Continental United States shall be accredited to the United States Navy, shall be given proper credentials and identification cards and shall be subject to such regulations as have been or may hereafter be issued by the United States Government regarding Contractor representatives serving with the United States Armed Forces in foreign theaters of operation.

(c) To avoid unnecessary delays at the port of embarkation, the Contractor is responsible for ensuring that personnel designated to perform under this contract have the proper security clearance, passports and visas and have met the immunization requirements for the area to which they are assigned. Contractor personnel reporting for overseas assignments without the proper passport, visa, security clearance and/or inoculations are not considered to be fully qualified to perform their assignments. No compensation for services will be allowable under this contract until the time needed to process the above items is completed.

(d) With respect to Contractor representatives not accompanied by dependents, Government quarters, if available, shall be utilized on overseas assignments (that are outside of the continental United States). Whether or not such quarters will be considered available shall be determined in accordance with the criteria set forth below:

(i) Government quarters shall be considered available if accommodations suitable for a Commissioned officer are assigned.

(ii) The Government shall have six (6) weeks after the reporting date of an employee to assign accommodations suitable for a commissioned officer, in the event such accommodations are not assigned within the said (6) weeks, Government Quarters shall be considered unavailable.

(iii) In the event Government Quarters are made available after an employee has been utilizing commercial quarters for a period of six (6) weeks or more after the reporting date, the employee may elect to utilize such Government quarters, however, utilization of Government Quarters is not mandatory.

(iv) Notwithstanding (i) and (ii) above, in the event of occupancy of any Government quarters requested by an employee, the said Government quarters shall be considered adequate and available.

(v) Notwithstanding (i) and (ii) above, in the event of voluntary occupancy by an employee of furnished Government quarters for a period in excess of six (6) weeks, the said quarters shall be considered adequate and available.

(vi) Quarters furnished while embarked in a naval vessel shall be considered adequate and available.

(e) The Contractor shall have the right to remove or replace his personnel assigned to perform Work in support of this Task Order pursuant to any requirement and to substitute other qualified personnel in lieu thereof, provided that such removal or replacement shall not be due cause for a break in services

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being furnished or additional costs to the Government and that such removal or replacement shall have been brought to the attention of the Contracting Officer's Representative (COR). Any removals or replacements for the convenience of the Contractor, including time of travel and training costs for replacement personnel, shall be at the Contractor's expense. The Contractor shall notify the Contracting Officer and COR approximately thirty (30) days prior to such change so that orderly processing of task description letter and related security and administrative details may be accomplished. Removals and replacements of Contractor personnel including resignations and walking off the job, shall be at the expense of the Contractor except when such removal or replacement is for reasons as follows:

(f) Employees whose removal or replacement is necessitated by circumstances beyond the control of the Contractor.

(g) The Contractor shall ensure that all exiting employees return all Government issued credentials, such as Common Access Card (CAC), and including any Navy Technician Designation (NTD) letters and all endorsements thereto, to the assigned Officer-in-Charge (OIC).

#### NATEC-002

##### NATEC-002 LABOR AND PER DIEM (MAR 2013)

The Government will pay to the Contractor as full compensation for services rendered in performance of this contract, labor and overtime rates that do not exceed the limitations in Section B, plus the various direct cost limitations listed in Section B.

(a) Regular Time: A normally scheduled forty (40) hour workweek or a reduced workweek. A normally scheduled forty (40) hour workweek shall consist of five (5) eight (8) hour days per week. A week is a period of seven (7) consecutive days commencing on the first day of the normally scheduled workweek, Monday. A reduced work week shall consist of forty (40) hours less the amount of time off for vacation leave, sick leave, and/or any of the ten (10) holidays, provided however, such time off occurs on a day that the Contractor's employee's normally work. The holidays applicable to this contract are: New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

(b) Overtime is generally defined as work in excess of eight (8) hours in one day and work in excess of forty (40) hours in one week for the regular schedule or work in excess of a reduced work week not accounted for under above. Payment of overtime premium is covered under FAR 52.222-2. All overtime hours must be approved in writing by the COR before any overtime can be utilized by the Contractor.

(c) Subsistence and Lodging for Temporary Duty (TDY) Assignments will be paid to the Contractor on an actual basis up to the maximum amounts listed for each TDY assignment location in accordance with the most recent Joint Travel Regulation allowances and terms of this contract and in accordance with FAR 31.205-46. All TDY must be authorized and/or approved by the COR before TDY can actually occur.

#### NATEC-003

##### NATEC-003 TRAVEL, HOUSEHOLD MOVING AND RELOCATION EXPENSES (MAR 2013)

The Contractor shall be reimbursed for travel expenses, household-moving expenses, and relocation expenses incurred by its representatives performing tasks ordered under this contract. Reimbursement for these expenses will be at actual cost not to exceed the limitations in the Joint Travel Regulations in FAR 31.205-6 and subject to the terms and conditions of this contract. Section B of this contract contains the estimated reimbursable expenses.

(a) When available the Contractor shall direct employees performing tasks ordered hereunder to utilize Government transportation within the continental United States. If such Government transportation is not readily available, transportation may be made by commercial carrier or privately



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owned automobile and the cost paid by the Contractor, subject to reimbursement in accordance with subparagraph (c) below on presentation of properly certified Reimbursable Expense Claim as required under Section G hereof.

(b) In the event overseas travel is required (outside of the continental United States), the Government will furnish in addition to necessary transportation within the continental United States, all transportation from the Port of Embarkation in the continental United States to the site of work, between sites of work, and return to the Port of Entry in the continental United States. In the event that the Government Agency furnishing the transportation by Government Carrier requires payment, the Contractor shall pay the cost thereof and be reimbursed pursuant to the terms of this Section. If such Government transportation is not available, transportation may be made by commercial carrier.

(c) When domestic and overseas travel (outside of the continental United States) is by Government or Commercial Carrier, the Government will reimburse the Contractor on the basis of actual cost, and when such travel is performed by private automobile, the Government will reimburse the Contractor at a fixed rate in accordance with the current Joint Travel Regulations or the Federal Travel Regulations, whichever is applicable, rate per mile plus road, ferry and bridge toll, provided that:

(i) In the event Government transportation is available but not utilized, payment for transportation costs shall be limited to the amount of transportation cost incurred had Government transportation been utilized, or the actual transportation costs whichever is lower; and

(ii) Transportation by private or rental automobile is determined to be in the best interests of the Government.

(iii) When travel is performed by private automobile, reimbursable mileage hereunder shall be computed in accordance with the current U.S. General Services Administration Privately Owned Vehicle (POV) Mileage Reimbursement Rates posted online at [www.gsa.gov](http://www.gsa.gov).

(d) The cost of transportation reimbursable in the preceding paragraphs (a) through (c) includes only such cost of transportation as are incurred by Contractor's employees in performance of tasks ordered hereunder. Transportation shall be deemed to include travel for Contractor representatives to proceed to site or sites for performance of tasks hereunder, for transfer between task sites and for return of such representatives to contractor's plant upon completion or termination of task, except when reimbursement for travel and time of travel is not allowable under the provisions of the Section C clause entitled "Conditions of Contract". The Contractor shall not be reimbursed as a (direct or indirect) charge under this contract for any costs of transportation for on-base travel at U.S. Military Installations, or for daily travel to and from work.

(e) In the event work in support of this Task Order is required at a location within the continental U.S. for a period of twelve (12) months or more, the Contractor shall be reimbursed for costs of travel and time of travel as set forth in subparagraphs (a) through (d) above, and for actual costs incurred in movement or storage of personnel effects of individual contractor representatives performing there under; provided that in no event shall costs be reimbursed for shipment of personnel effects in excess of 12,000 pounds, based on release at lowest evaluation, or for storage in excess of thirty (30) days or be contrary to FAR 31. Per diem in lieu of reimbursement for household move shall not be allowable for tasks requiring performance in the continental U.S. (CONUS) for periods of twelve (12) months or longer unless authorized by the Contracting Officer. Subsistence and lodging costs at the contractor representative's permanent duty station within CONUS shall not be reimbursed unless specifically authorized by other provisions of this contract.

(f) In the event the Contractor is reimbursed for transportation and moving costs under provisions of subparagraphs (e) above and subsequently removes the technical representative under provisions of the Section C clause entitled "Conditions of Contract", paragraph (f), for convenience of the Contractor, the amount of such reimbursement shall be returned to the Government unless a replacement

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representative is furnished and all costs incident to such replacement are borne by the Contractor.

(g) The Contractor shall not be reimbursed for movement or storage of personal effects of technical representatives nor for relocation allowances when reimbursement for travel and time of travel is not allowable under the provisions of the Section C clause entitled "Conditions of Contract".

(h) When tasks require performance outside the Continental United States, the Government will not reimburse the Contractor for any relocation costs other than the cost of travel and time of travel of the Contractor representatives assigned to perform under the ordered task.

(i) Nothing contained herein and notwithstanding FAR 31.205-35 (Relocation costs), shall be construed as imposing an obligation on the Government to reimburse the Contractor for any expenses involving transportation, relocation, subsistence, lodging, travel, and similar expenses of persons other than Contractor representatives assigned to perform task ordered hereunder. Accordingly, unless otherwise stated, only the contractor employee (and not members of the immediate family) will be reimbursed for relocation or travel costs according to the terms of this contract.

#### NATEC-004

#### NATEC-004 SERVICES FURNISHED BY THE GOVERNMENT (AUG 2007)

(a) Use of Government communication facilities is authorized for the exchange of messages between Contractor personnel and the Contractor, where and when available and if the Contractor is unable to procure commercial communication services, but the use therefore shall be subject to the regulations of the Representatives of the Government in charge thereof.

(b) Contractor employees will be authorized the use of local Government telephone facilities (except DSN) on a no-charge basis. The authorization shall be limited to official business telephone calls as required in the direct performance of services under this contract. Use of telephones hereunder shall be in accordance with the same local directives as are applicable to Government employees.

(c) Use of DSN capability is not authorized.

#### NATEC-005

#### NATEC-005 EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED (AUG 2007)

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instruction, regulations or policies might possibly be contravened and no appearance of a conflict of interest will result.

**PERFORMANCE WORK STATEMENT (PWS)  
FOR  
NAVAL AIR TECHNICAL DATA AND ENGINEERING SERVICE CENTER (NATEC)  
CONTRACTOR ENGINEERING TECHNICAL SERVICES (CETS)  
CONTRACTOR FIELD SERVICES (CFS) TO SUPPORT THE AVIONICS, AIRFRAMES,  
POWERPLANT AND ELECTRICAL SYSTEMS ON THE H-1, C-130 AND F/A-18 SERIES AIRCRAFT**

#### **1.0 SCOPE**

**1.1 Background:** The Integrated Warfighter Support Services (IWSS) Division of NATEC provides Engineering Technical Services (ETS) in support of Naval Aviation weapons systems throughout their

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sustainment life-cycle. In addition to aircraft programs, Naval Air Technical Data and Engineering Service Center (NATEC) are responsible for ETS services in support of all associated systems and equipment. The objective of ETS is to develop the technical knowledge, skills and abilities of Navy and Marine Corps military and civilian personnel responsible for the operation and maintenance of their assigned aviation weapon system/program. Weapon system maintenance, along with maintenance on associated support equipment, is essential for successful performance in a military role and is therefore indispensable for both current deployments and national security. It is essential that the listed aircraft be mission-ready and able to perform their military tasking with the minimum possible failures or faults. Insufficiently trained military or civilian personnel exist within the Government to perform the necessary tasks, particularly those on new or modified systems.

**1.2 Scope:** NATEC, San Diego, CA requires CETS/CFS to be provided to various Fleet shore activities for the purpose of informing instructing and training Navy, Marine Corps military and civilian personnel to be proficient in the installation, operation and maintenance to include on and off-site technical guidance and advice to resolve unusually complex technical problems. CFS technical expertise for the effort is categorized by the following Aviation Core Disciplines: Avionics (AV), Airframe (AF), Electrical (EL) and PowerPlant (PP). Aircraft programs supported include: H-1, C-130 and F/A-18 aircraft and associated equipment listed in paragraph 3.2.3 of the PWS.

## **2.0 APPLICABLE DOCUMENTS**

### **2.1 General:**

- (1) NATECINST 5400.1 dtd Aug 06 (or current series) – ETS Administrative Management Manual;
- (2) DoDINST 3020.41 dtd 20 Dec 2011 (or current series) – Contractor Personnel Authorized to Accompany the U.S. Armed Forces.
- (3) NATEC 12339.1 – Navy Civilian Technical Specialist (NCTS) Qualification and Examinations Procedure
- (4) NAVAIR Instruction 1500.2E – Aviation Special Skills Training Conducted Within the Naval Air Systems Command
- (5) NATEC Notice 5215 - Instructor Preparation, Qualification, Certification, and Evaluation Program
- (6) CNAFINST 4790.2 Series – Naval Aviation Maintenance Program
- (7) NATECINST 12339.1 dtd 19 Mar 09 (or current series) – Navy Civilian Technical Specialist (NCTS) Qualifications and Examination Procedure
- (8) SECNAV Manual 5510.36 Jun 06 – Department of the Navy Security Program
- (9) DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)

## **3.0 REQUIREMENTS**

### **3.1 General Requirements:**

**3.1.1 Support Overview:** The Contractor shall provide on-site and on-call technical and logistics support to DoD personnel relating to analysis and recommendations for changes and improvements to equipment installation, operation, modification, maintenance, training, and failure mode analysis for weapon systems/equipment. (CDRL A003)

**3.1.2 Programs/Equipment Supported:** See aviation programs, systems and equipment listed in paragraph 3.2.3.

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3.1.3 Support Locations: The Contractor will be assigned to a task at a Permanent Duty Station (PDS) in order to support local activities on a daily basis. The Contractor may be required to temporarily travel to other activities within the following Navy and Marine Corps commands/organizations; all Naval Air Stations (NAS) and Marine Corps Air Stations (MCAS) and Facilities, Naval Air Systems Command Headquarters and activities, Navy and Marine Corps Type Command activities ashore and afloat, individual combat ships, and Navy and Marine Corps forward deployed units and activities. Temporary Duty (TDY) from an assigned (permanent) duty station may be extensive and will be dependent upon the aircraft/systems supported by the task. PDS may include but is not limited to Oceana, VA; New Orleans, LA; Jacksonville, FL; Steward ANGB, NY; and Ft. Worth, TX. All TDY Travels shall be via endorsement to the incumbent's Navy Technician Designation (NTD) letter. Occasionally, the Government support requirement will necessitate relocating a task from one PDS to another. Specific tasks and their locations will be called out on Task Orders.

3.1.4 Security: The Contractor will perform work classified up to and including the SECRET level in the performance of this contract. Security clearance requirements will be identified by Task Number on page 5 of the Department of Defense Contract Security Classification Specification, DD Form 254.

The contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. Access to SECRET information is required in the performance of this contract and shall be in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) and applicable DoD Personnel Security regulations. The contractor shall maintain sufficiently cleared personnel to perform the tasks required by this PWS IAW the DD Form 254, and the Contract. All Contractor personnel shall possess the requisite security clearance, accesses, and need-to-know commensurate with the requirements of their positions.

The contractor shall notify the NAWCWD & NATEC Security Manager upon notification of on-site contractor support service personnel receiving a no determination made, revocation or denial of an interim Personnel Security Clearance (PCL), or a final denial of security clearance eligibility.

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), and SECNAV M-5510.36. The DOD Contract Security Classification Specification, DD Form 254 defines specific security requirements. All controlled unclassified technical information shall be appropriately identified and marked as For Official Use Only in accordance with DODM 5200.01 (Information Security Program Manual) (Volume 4) and DOD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, equipment, and materials in accordance with Operational Security (OPSEC) requirements.

For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-18) available at [http://www.dtic.mil/whs/directives/corres/pdf/520001\\_vol4.pdf](http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf) and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at <http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>. The Contractor shall not store or transmit CUI on personal IT systems or via personal e-mail.

All controlled unclassified technical information shall be appropriately identified and marked with the following distribution statement:

Distribution Statement E: Distribution authorized to the DOD components only, Administrative or Operational Use, 3 December 2012. Other requests shall be referred to NATEC, Code 674100C, NAS North Island, San Diego, CA 92135.

All technical documents that are determined to contain export-controlled technical data shall additionally

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be marked with the export controlled warning statement in accordance with the SECNAV Manual 5510.36.

3.1.5 Maintenance Level: The maintenance levels supported by CETS under this contract are Organizational (O), Intermediate (I) and Depot (D).

3.1.6 Objective: The objective of CFS is to elevate the technical knowledge, skills and abilities of Military and Civilian personnel of the Department of Defense responsible for the operation and maintenance of the system/equipment to the level of self-sufficiency.

3.1.7 Safety: The contractor shall emphasize safety precautions to be taken in all training and support provided. The Contractor shall comply with all established Naval Aviation Safety Rules and Regulations at all times.

### **3.2 Specific Requirements:**

3.2.1 Programs Supported: The Contractor shall be required to provide CETS for the aviation programs, systems and equipment listed in paragraph 3.2.3.

3.2.2 Disciplines Supported: Support shall be provided to the aircraft systems, sub-systems and associated systems and equipment, and in the disciplines specified in paragraph 3.2.3.

3.2.3 Systems/Subsystems Supported: While not all inclusive, the following is a list of the systems and subsystems common to the aircraft platforms and associated support equipment supported under this contract. The systems/subsystems to be supported by each task will be selected from this list and identified in the specific Task Order. Systems and equipment (as applicable to the aircraft configuration) may include:

SYSTEM	NOMENCLATURE	WUC	DISCIPLINE
11	AIRFRAME	11000	AF
12	FUSELAGE COMPARTMENTS	12000	AF
13	ALIGHTING/LAUNCHING SYSTEM	13000	AF
14	FLIGHT CONTROLS	14000	AF
15	ROTARY WINGS	15000	AF
17	ESCAPE SYSTEMS	17000	AF
22	TURBOSHAFT ENGINES	22000	AF;EL
24	AUXILIARY POWER SYSTEMS	24000	AF;EL
26	HELICOPTER DRIVES/TRANSMISSIONS	26000	AF
29	POWER PLANT INSTALLATION	29000	AF
41	AIR CONDITIONING/PRESSURIZE/ICE CONTROL	41000	AF;EL
42	ELECTRONIC POWER SUPPLY/DISTR/LIGHTING SYSTEMS	42000	EL
44	LIGHTING SYSTEMS	44000	EL
45	HYDRAULIC SYSTEMS	45000	AF;EL
46	FUEL SYSTEMS	46000	AF;EL
48	ICE AND RAIN REMOVAL/PROTECTION SYSTEM	48000	AF;EL
49	MISCELLANEOUS UTILITIES	49000	AF;EL
51	INSTRUMENTATION SYSTEMS	51000	AF;AV;EL
52	AUTOPILOT SYSTEMS	52000	EL
55	VEHICLE MANAGEMENT SYSTEM	55000	AF
56	FLIGHT REFERENCE SYSTEMS	56000	EL
			AF;
58	IN-FLIGHT TEST EQUIPMENT SYSTEMS	58000	EL;AV

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61	HF COMMUNICATIONS SYSTEMS	61000	AV
62	VHF COMMUNICATIONS SYSTEMS	62000	AV
63	UHF COMMUNICATIONS	63000	AV
64	INTERPHONE SYSTEMS	64000	AV
65	IFF SYSTEMS	65000	AV
66	EMERGENCY RADIO SYSTEMS	66000	AV
67	COM/NAV/IFF INTEGRATED PACKAGE SYSTEMS	67000	AV
69	MISCELLANEOUS COMMUNICATIONS SYSTEMS	69000	AV
71	RADIO NAVIGATION SYSTEMS	71000	AV
72	RADAR NAVIGATION SYSTEMS	72000	AV
76	COUNTERMEASURES SYSTEMS	76000	EL;AV
82	FUSING/SAFE-ARM/DESTRUCT/RANGE SAFETY	82000	EL;AV
91	EMERGENCY EQUIPMENT	91000	AF;EL
97	EXPLOSIVE DEVICES	97000	EL
Support Equipment			
11	CLEANING/CORROSION/PRESERVATION EQPT	11000	AF;AV;EL
14	AIR COMPRESSORS	14000	AF
15	OXYGEN/NITROGEN SERVICING EQUIPMENT	15000	AF
16	ENGINE STARTING EQUIPMENT	16000	AF
19	MISCELLANEOUS SERVICING EQUIPMENT	19000	AF
21	HANDLING EQUIPMENT	21000	AF;AV;EL
31	MAINTENANCE EQUIPMENT	31000	AF;AV;EL
32	SAFETY EQUIPMENT	32000	AF;AV;EL
34	ENGINE TEST EQUIPMENT	34000	EL
35	ACCESSORIES TEST EQUIPMENT	35000	EL
36	HYDRAULIC TESTING EQUIPMENT	36000	EL
37	UTILITIES/GENERAL TEST EQUIPMENT	37000	EL
38	CHECK/INSPECTION EQUIPMENT	38000	EL
41	TEST PROGRAM SETS	41000	AF;AV;EL
44	ELECTRICAL GENERATION UNITS	44000	EL
48	GROUND SUPPORT EQUIPMENT ENGINES	48000	AF
51	GENERAL INSTRUMENTS	51000	AF;AV;EL
56	FLIGHT REFERENCE TEST/CHECK EQUIPMENT	56000	EL
58	IN-FLIGHT TEST EQUIPMENT	58000	AF;AV;EL
61	COMMUNICATION TEST/CHECK EQUIPMENT	61000	AV
63	UHF COMMUNICATIONS SYSTEM	63000	AV
64	INTERPHONE SYSTEM	64000	AV
65	IFF TEST EQUIPMENT	65000	AV
69	MISCELLANEOUS COMMUNICATIONS	69000	AV
71	NAVIGATION TEST/CHECK EQUIPMENT	71000	AV
72	RADAR NAVIGATION	72000	AV
76	ECM TEST/CHECK EQUIPMENT	76000	EL;AV
78	MULTIPURPOSE TEST/CHECK EQUIPMENT	78000	AF;EL;AV
79	GENERAL AVIONIC TEST/CHECK EQUIPMENT	79000	AV
92	ACFT PECULIAR SUPPORT EQUIPMENT	92000	AF;EL;AV

3.2.4 Training and Advising: The Contractor shall provide the following as needed:

3.2.4.1 Technical Training: The Contractor shall:

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3.2.4.1.1 Provide system-specific technical briefings to Navy, Marine Corps, and civilian personnel. (CDRL A002)

3.2.4.1.2 Provide on-site academic instruction and on-equipment proficiency training to Navy and Marine Corps personnel, to include Navy Engineering and Technical Services (NETS) Specialists and other Government employees on the installation, maintenance, troubleshooting techniques, and operation pertaining to the adjustment, Built in Test, routine maintenance, inspection, and repair of the prime systems and equipment.

3.2.4.1.3 Assist, train, and demonstrate the best methods of installations, modifications and use of retrofit kits, with heavy emphasis on safety precautions.

3.2.4.1.4 Assist the NATEC Technical Coordinator (TC) or the NATEC Product Support Lead (PSL) in developing training plans and identifying training programs for assigned systems, which will ensure Navy and Marine Corps personnel and NETS, are trained to operate and maintain systems in accordance with Navy Technical Data and in accordance with the learning objectives derived from Navy Mission Essential Task Lists (NMETL).

3.2.4.1.5 In accordance with paragraph 2.3 through 2.6 utilize official Navy training curricula, lessons and performance testing criteria when appropriate; and shall provide training completion feedback to the NATEC TC or the NATEC PSL. (CDRL A003) Feedback shall include class rosters, test scores if applicable, and student course critiques. All training provided shall meet or exceed the Learning Objectives established by Navy Training System Plans (NTSPs) and CNATT. Participate in reviews of CNATT course material as required.

3.2.4.1.6 Provide, when requested by the Government, prepared training materials in support of training required under this PWS to the program TC or PSL. The contractor shall provide digital copies of training materials for use by other ETS. The Contractor shall also supply necessary materials such as lesson guides; course outlines (curricula), training aids (handouts, drawings, PowerPoint slides, etc.), and tests (written and practical). (CDRL A002)

3.2.4.1.7 Compare operation and maintenance procedures documented in the existing weapon systems/equipment Technical Manuals (TMs) and technical Government Furnished Information (GFI) source data against Navy Training System Plans (NTSPs) to identify discrepancies between the documents. The Contractor shall document findings, conclusions, and recommendations for changes to the NTSPs in technical reports, in the Contractor's format, and submit to the cognizant NATEC TC, or PSL if a TC is not assigned. (CDRL A003)

3.2.4.2 Technical Advice: The Contractor shall provide technical assistance, advice, research and analysis: The Contractor shall be required to provide the following;

3.2.4.2.1 Advice on the identification of, and instruction on the use of special tools, handling equipment, and test equipment associated with and related to the primary equipment/systems.

3.2.4.2.2 Advice on the development of resolutions to difficult and/or unusual organizational and intermediate level maintenance problems.

3.2.4.2.3 Advice to the NATEC TC or the NATEC PSL on problems requiring a quick response from the Fleet Support Team (FST), Fleet Readiness Center (FRC), Depot or original equipment manufacturer (OEM) engineering activity (also known as reach back support).

3.2.4.2.4 Operational and maintenance information available on FST approved modifications for use by operations and maintenance personnel.

3.2.4.2.5 Advice on supply support problems.

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3.2.4.2.6 Technical advice and assistance in accident investigations, failure data reports, and material deficiency reports.

3.2.4.2.7 Service Bulletins' updates that relate to maintenance and/or operational problems – usually obtained from the manufacturer's plant or found in field information bulletins. The information from the bulletins will be made available to Military and Civilian Operations and Maintenance personnel, and FMS personnel, for their use and inclusion in Navy Technical Manuals, as appropriate. (CDRL A003)

3.2.4.2.8 Participate at Integrated Logistics Support (ILS) and Technical Working Group (TWG) meetings convened by the Government to provide technical expertise and consultation services, to submit Fleet recommendations for changes to weapon systems/equipment, and to gather Government- Furnished Information (GFI).

3.2.4.2.9 Identification and analysis of weapon systems/equipment deficiencies and preparation and submission of technical reports to the cognizant NATEC TC, or PSL if a TC is not assigned, in the Contractor's format, containing conclusions with recommendations for corrective action. (CDRL A003)

3.2.4.2.10 Perform on-site technical support to operating units, commands and shore-based industrial activities to analyze and identify weapon systems/equipment discrepancies in the operation and maintenance procedures contained in the most current versions of technical manuals (TMs) for weapon systems/equipment; compare performance of actual weapon systems/equipment operation and maintenance procedures against the operation and maintenance procedures documented in these weapon systems/equipment TMs; prepare and submit technical reports, documenting discrepancies between actual operation and maintenance procedures performed by Fleet and user personnel and the TMs, and shall include recommendations for problem resolution with supporting rationale to the cognizant NATEC (TC), (or PSL if a TC is not assigned); and evaluate and review GFI technical source data for weapon systems/equipment, such as engineering drawings, engineering change proposals (ECPs), technical data packages (TDPs), maintenance plans, logistics support plans, Interim Manual Change Releases (IMCRs), and Interim Rapid Action Changes (IRACs), for technical accuracy and adequacy for incorporation into the applicable weapon systems/equipment operation and maintenance TMs. (CDRL A003)

3.2.4.2.11 Document recommended changes to existing weapon systems/equipment operation and maintenance TMs in technical reports, in the Contractor's format, for use by the Government in preparing Technical Publications Deficiency Reports (TPDR). (CDRL A003)

3.2.4.2.12 Evaluate operational and maintenance occurrences to the criteria identified in weapon systems/equipment TMs to ensure conformance with weapon systems/equipment maintenance objectives; determine the cause of weapon systems/equipment handling damage and other related problems and recommend corrective actions to the Government; and document hardware configuration and discrepancy report information in technical reports, in the Contractor's format, for entry by the Government into the Quality Deficiency Reporting (QDR) System/Airborne Weapons Corrective Action Program (AWCAP) and/or Joint Deficiency Reporting System (JDRS). (CDRL A003)

3.2.4.2.13 On-site analysis of weapon systems/equipment deficiencies/failures, such as mechanical, electrical, or operator caused, in accordance with the requirements of appropriate TMs; and document the causes of the deficiency/failure in technical reports, in the Contractor's format, with recommendations for resolution and supporting rationale to the cognizant NATEC TC, or PSL if a TC is not assigned. (CDRL A003)

3.2.4.2.14 On-site work at Government facilities and may be required to work at or travel to weapons magazine areas, flight decks, flight-line ramps, aircraft spots, combat zones, and weapon ready-service areas. The Contractor may be required to travel to activities within the following Navy and Marine Corps organizations/commands; all Naval Air Stations (NAS) and Marine Corps Air Stations (MCAS) and Facilities, Naval Air Systems Command Headquarters and activities, Navy and Marine Corps Type



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Command activities ashore and afloat, and Navy and Marine Corps forward deployed units for the purpose of training, evaluating and inspecting weapon systems/equipment that have malfunctioned or require troubleshooting and assistance with the emergency repair of the malfunctioning equipment

3.2.5 The contractor is responsible to maintain an employee on task who is ready for tasking (RFT) to any worldwide location including hazardous duty and combat zone locations. RFT includes the following: an active passport with greater than 90 days until expiration, medically qualified to deploy using the medical standards contained in NATECINST 12339.1 as guidance refer to paragraph 2.7; the financial means to deploy; family care plan as appropriate; and individual qualifications for encumbering the assigned task. The contractor is required to participate either directly or indirectly through a local NATEC Detachment Officer in Charge (OIC) in data collection using the NATEC online management information system as the means to document RFT. Additionally, the contractor employee is required to capture and maintain Customer Response Management (CRM) data in the NATEC ELAR system daily. In order to meet both of these requirements, the contractor employee is required to hold an active account on the NATEC Web Site and maintain a current account on the ELAR Remedy server. The NATEC CRM, Web Site, and ELAR/Remedy are accessed with the assistance of NATEC detachment personnel.

3.2.6 The Contractor shall ensure employees return to the local or the assigned NATEC Detachment OIC, all Government issued credentials, such as Common Access Cards (CAC) and/or other ID cards, NTD letters and all endorsements thereto upon exiting task.

### **3.3 Special Requirements:**

3.3.1 The contractor shall submit or deliver the following:

3.3.1.1 Prepare and submit a monthly Performance and Cost Report to the COR and the Contracting Officer (CDRL A001).

3.3.1.2 Report completion of daily support actions using the NATEC ELAR or other CRM application currently in use within 10 days of the event, trip, end-of-month, or project completion. (Note: Completion of ELAR tickets associated with daily local activities shall be completed daily).

3.3.1.3 Training materials as specified in paragraph 3.2.4.1.6 of this PWS. Delivery of these materials shall be in accordance with Contract Data Requirements List (CDRL A002).

3.3.1.4 Technical Reports as specified in paragraph 3.2.4.1.7 of this PWS. Submission and delivery of these reports shall be in accordance with CDRL A003.

3.3.1.5 A signed copy of completed Certificate of Service (COS) for each Task through the Detachment OIC for the final signature and forwarding to the NATEC contracts division. COS shall be completed and submitted within three workdays after the end of the month. The TA shall forward the signed COS to the COR. A copy of the COS form is provided in Attachment 1 (Quality Assurance Surveillance Plan (QASP) of the task order.

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

3.1.2 Shared Equipment. The Contractor may need to utilize Government assets in order to access specific databases to complete required tasking. The Contractor may utilize this equipment only to access databases and other information that is not available on the Contractor's own systems. This equipment includes Government computers approved for use by the Government supervisor at that facility, at any of the tasking locations as available, to be utilized only on an as needed basis.

## **4.0 REPORTS AND DELIVERABLES**

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4.1 The Contractor shall provide the following Contract Data Requirement Lists (CDRLs) in accordance with the PWS and CDRL requirements:

CDRL#	Subject
A001	Performance and Cost Report
A002	Training Materials
A003	Technical Report-Study/Services
A004	Incurred Cost and Progress Reporting for Services

## 5.0 SPECIAL CONSIDERATIONS

### 5.1 Labor Hours:

The Government historical estimate is 48,720 hours and 6,560 overtime hours for the entire work effort. A work-year is defined as 2,016 hours exclusive of holidays and leave.

Regular Hours:

Labor Category	Location	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Equipment Specialist	Oceana, VA	1,680	2,016	2,016	2,016	2,016
Equipment Specialist	New Orleans, LA	1,680	2,016	2,016	2,016	2,016
Equipment Specialist	Jacksonville, FL	1,680	2,016	2,016	2,016	2,016
Equipment Specialist	Steward ANGB, NY	1,680	2,016	2,016	2,016	2,016
Equipment Specialist	Ft. Worth, TX	1,680	2,016	2,016	2,016	2,016
Total		8,400	10,080	10,080	10,080	10,080

Overtime Hours:

Labor Category	Location	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Equipment Specialist	Oceana, VA	480	480	480	480	480
Equipment Specialist	New Orleans, LA	200	200	200	200	200
Equipment Specialist	Jacksonville, FL	240	240	240	240	240
Equipment Specialist	Steward ANGB, NY	200	200	200	200	200
Equipment Specialist	Ft. Worth, TX	192	192	192	192	192
Total		1,312	1,312	1,312	1,312	1,312

### 5.2: Labor Qualification requirements (Minimum Requirements):

Equipment Specialist

The candidate must be a high school graduate or equivalent and must have successfully completed Navy B/C7 school or its equivalent in avionics training. He/she must have specialized training at the organizational and intermediate levels on the equipment listed above.

The candidate must possess a work history and training record that demonstrates his/her capacity to prepare and present both classroom and the on-the-job maintenance training and technical briefings. He/she must have at least five (5) years of experience as an air frames/avionics technician with at least two (2) years at or above the E-6

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level or responsibility or equivalent. Two (2) years of this experience must have been in the organizational and intermediate levels of maintenance on the equipment/system cited in Section 3.2 of the PWS and must have taken place within the past five (5) years. Evidence of qualification in the applicable Military Occupation Series (MOS) of the equipment/systems supported by the task required. Successful performance in the similar NATEC task for a minimum of two (2) years in the past five (5) years fulfills the qualification for this task. No substitution of education for experience will be made.

### **Minimum Personnel Requirements**

The contractor shall be responsible for employing personnel with the levels of education, professional, and technical experience specified below in paragraph 5.2, Labor Category Qualifications. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

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

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

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

### **DEFINITIONS**

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

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

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

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

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

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

Experience and years of experience

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When used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

When used in relation to requirements for a particular term or period of participation, "years of experience" shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

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

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

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

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#### C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION (NOV 2017)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the FRCSW via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom - Telecommunications Transmission (D304) and Internet (D322) ONLY.
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address "<https://www.ecmra.mil>".

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

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the help desk, linked at "<https://www.ecmra.mil>".

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**SECTION D PACKAGING AND MARKING**

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

Note: All deliverables shall be delivered to the Contracting Officer's Representative (COR) at the address noted in Section G, "COR Appointment".

Items 7001-7005 - Packaging and marking are not applicable to these items.

Items 9001-9007- Packaging and marking shall be in accordance with best commercial practice.

Items 7011-7015, - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List(CDRL).

**HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

**HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)**

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

**(1) name and business address of the Contractor**

**(2) contract number**

**(3) task order number**

**(4) sponsor: \_\_\_\_\_**

**(Name of Individual Sponsor)**

\_\_\_\_\_

**(Name of Requiring Activity)**

\_\_\_\_\_

**(City and State)**

**All Deliverables shall be packaged and marked in accordance with Best Commercial Practices.**

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## SECTION E INSPECTION AND ACCEPTANCE

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

Items 7001-7006- Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Quality Assurance Surveillance Plan (QASP).

Items 9001-9008- Inspection and acceptance shall be at destination by Government.

Items 7011-7016 - Inspection and acceptance shall be in accordance with the Exhibit (A) DD Form 1423 CDRLs. 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.

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
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
7006	Destination	Government	Destination	Government
7011	Destination	Government	Destination	Government
7012	Destination	Government	Destination	Government
7013	Destination	Government	Destination	Government
7014	Destination	Government	Destination	Government
7015	Destination	Government	Destination	Government
7016	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government
9003	Destination	Government	Destination	Government
9004	Destination	Government	Destination	Government
9005	Destination	Government	Destination	Government
9006	Destination	Government	Destination	Government
9007	Destination	Government	Destination	Government
9008	Destination	Government	Destination	Government

The Certificate of Services is used to document satisfactory performance of the Contractor's representative. The inspector will annotate on the Certificate of Services as to any reported information that cannot be certified or is incorrect. The inspector is the Federal Officer at the site of task performance responsible for ensuring that the task is properly performed. The inspector is normally the NATEC Officer in Charge at the NATEC Detachment to which the task is assigned. If there is not a NATEC Detachment at the task site, then the maintenance officer or other designated person at the user activity will normally be the inspector. The COR shall rely on the inspector's certification of the information contained in the Certificate of Services for verification of what services were actually provided to the Government.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	8/7/2015 - 5/31/2016
7002	6/1/2016 - 5/31/2017
7003	6/1/2017 - 5/31/2018
7004	6/1/2018 - 5/31/2019
7005	6/1/2019 - 4/4/2020
9001	8/7/2015 - 5/31/2016
9002	6/1/2016 - 5/31/2017
9003	6/1/2017 - 5/31/2018
9004	6/1/2018 - 5/31/2019
9005	6/1/2019 - 4/4/2020
9006	8/7/2015 - 5/31/2016
9007	6/1/2019 - 4/4/2020

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

### CLIN - DELIVERIES OR PERFORMANCE

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

7001	8/7/2015 - 5/31/2016
7002	6/1/2016 - 5/31/2017
7003	6/1/2017 - 5/31/2018
7004	6/1/2018 - 5/31/2019
7005	6/1/2019 - 4/4/2020
9001	8/7/2015 - 5/31/2016
9002	6/1/2016 - 5/31/2017
9003	6/1/2017 - 5/31/2018
9004	6/1/2018 - 5/31/2019
9005	6/1/2019 - 4/4/2020
9006	8/7/2015 - 5/31/2016
9007	6/1/2019 - 4/4/2020

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



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7006 4/5/2020 - 8/6/2020  
9008 4/5/2020 - 8/6/2020

Services to be performed hereunder will be provided at (insert specific address and building etc.)

### **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 CDRL.

- (1) PCO, Code 254200D.
- (2) ACO, Refer to Block 24 of the Basic Task Order

(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.

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## SECTION G CONTRACT ADMINISTRATION DATA

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

### **5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S**

#### **REPRESENTATIVE (COR)(NAVAIR) (OCT 1994)**

(a) The Contracting Officer has designated Matthew Michalski as the authorized Contracting Officer

Representative (COR) for this contract:

Matthew Michalski, 6.7.4.1  
P.O. Box 357031  
San Diego, CA 92135  
[matthew.michalski@navy.mil](mailto:matthew.michalski@navy.mil)  
(619) 545-1796

**Note: In the event of a Government Shutdown/Furlough where the designated COR is not available, urgent travel requests shall be submitted to the Deputy Department Head for approval in accordance with the 5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013).**

**POC:**

**Deputy Department Head**  
**6.7 Engineering Technical Services (ETS)**  
**Code 675400**  
**(619) 545-1793**

As the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

- a. Work cooperatively with members of the acquisition team;
- b. If a classified contract, identify contract requirements and changes as they occur to the Contracting Officer's Security Representative (COSR);
- c. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;
- d. Track funds expended and remaining funds available so as not to overspend on the contract or order;
- e. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify that the government has accepted all deliverables;
- f. Pay particular attention to the timely review of invoices;
- g. Promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:

(1) Any violation of or deviation from the technical requirements of the contract or order;

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(2) Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;

(3) Any contractor request for changes to the contract;

(4) Issues that require clarification or resolution;

(5) Inconsistencies between invoiced charges and performance, including the use of improper labor categories;

(6) Instances where funds may be insufficient to complete the contract or order;

(7) Improper use of government material, equipment, or property.

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

### **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, "fixed-fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

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

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

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

### **HQ G-2-0007 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

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to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor 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 setup on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

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

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N68936</u>
Admin DODAAC	<u>S0514A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N68936</u>
Service Acceptor DODAAC	<u>N68936</u>

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Service Approver DODAAC N/A

Ship To DODAAC See Section F

DCAA Auditor DODAAC HAA05B

Inspection Location See Section E

Acceptance Location See Section E

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:**

[matthew.p.minnick@navy.mil](mailto:matthew.p.minnick@navy.mil)

(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 NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or [margaret.morgan@navy.mil](mailto:margaret.morgan@navy.mil).

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **56,960** 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 **6,560 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

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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 612 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} \text{ minus } \text{Expended LOE}) \text{ divided by } \text{Required LOE})$$

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

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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) 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.

**SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 task order 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:

ESTIMATED ITEM(s)

CLIN 7001

ALLOTED TO COST: [REDACTED]

ALLOTED TO FEE: [REDACTED]

PERIOD OF PERFORMANCE: 08/07/2015 - 05/31/2016

CLIN 7002

ALLOTED TO COST [REDACTED]

ALLOTED TO FEE [REDACTED]

PERIOD OF PERFORMANCE 06/01/2016 - 05/31/2017

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CLIN 7003

ALLOTTED TO COST [REDACTED]

ALLOTTED TO FEE [REDACTED]

PERIOD OF PERFORMANCE 06/01/2017-05/31/2018

CLIN 7004

ALLOTTED TO COST [REDACTED]

ALLOTTED TO FEE [REDACTED]

PERIOD OF PERFORMANCE 06/01/2018-05/31-2019

CLIN 7005

ALLOTTED TO COST [REDACTED]

ALLOTTED TO FEE [REDACTED]

PERIOD OF PERFORMANCE 06/01/2019- 04/04/2020

CLIN 7006

ALLOTTED TO COST \$ \_\_\_\_\_

ALLOTTED TO FEE \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 04/05/2020- 08/06/2020

CLIN 9001 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE 08/07/2015-05/31/2016

CLIN 9002 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE 06/01/2016 - 05/31/2017

CLIN 9003 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE 06/01/2017 - 05/31/2018

CLIN 9004 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE 06/01/2018 - 05/31/2019

CLIN 9005 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE 06/01/2019 - 04/04/2020

CLIN 9006 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE 08/07/2015-05/31/2016

CLIN 9007 (ODC)

ALLOTTED TO COST: \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 06/01/2019 - 04/04/2020

CLIN 9008 (ODC)

ALLOTTED TO COST: \$ \_\_\_\_\_



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PERIOD OF PERFORMANCE 04/05/2020 - 08/06/2020

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

(c) CLINs/SLINs \_\_\_\_\_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

### FUNDING PROFILE

It is estimated that these incremental funds will provide for 38,192 hours for the entire work effort.

The following details funding to date:

Total Contract CPFF: [REDACTED]

Funds this Action: [REDACTED]

Previous Funding: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

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.

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

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
(3) Conduct post-award orientation conferences.	PCO: Debra Zamarron, <a href="mailto:debra.zamarron@navy.mil">debra.zamarron@navy.mil</a> , (760) 939-9658.

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(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.	
(44) Perform engineering analysis of contractor cost proposals.	
(47) Assist in evaluation and make recommendations for acceptance or rejection of waivers and deviations.	
(51) Consent to the placement of subcontracts.	
(58) Ensure timely submission of required reports.	

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

Additional Functions Retained for Performance By:

Additional Functions	Retained for Performance By:
All of functions not listed above.	"See the ADMINISTERED BY Block on the face page of the Task Order"

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

Accounting Data

SLINID	PR Number	Amount
700101	1300517463	██████████
LLA :		
AA 1751806 4A3A 252 00019 0 050120 2D 000000 A00003000774		
700102	1300517463	██████████
LLA :		
AB 1751806 4A3A 252 00019 0 050120 2D 000000 A10003000774		
9001	13005177463	██████████
LLA :		
AC 1751806 4A3A 252 00019 0 050120 2D 000000 A20003000774		

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BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03

700201 130056668400001 [REDACTED]  
LLA :  
AD 1761806 4A3A 257 00019 0 050120 2D 000000 A00003405094

700202 130056668400002 [REDACTED]  
LLA :  
AE 1761806 4A3A 257 00019 0 050120 2D 000000 A20003405094

700203 130056668400003 [REDACTED]  
LLA :  
AF 1761806 4A3A 257 00019 0 050120 2D 000000 A30003405094

900201 130056668400003 [REDACTED]  
LLA :  
AF 1761806 4A3A 257 00019 0 050120 2D 000000 A30003405094

MOD 03 Funding 310501.32  
Cumulative Funding 862633.67

MOD 04

700204 130056668400004 [REDACTED]  
LLA :  
AD 1761806 4A3A 257 00019 0 050120 2D 000000 A00003405094

700205 130056668400005 [REDACTED]  
LLA :  
AF 1761806 4A3A 257 00019 0 050120 2D 000000 A30003405094

700206 130056668400006 [REDACTED]  
LLA :  
AE 1761806 4A3A 257 00019 0 050120 2D 000000 A20003405094

900202 130056668400004 [REDACTED]  
LLA :  
AD 1761806 4A3A 257 00019 0 050120 2D 000000 A00003405094

900203 130056668400005 [REDACTED]  
LLA :  
AF 1761806 4A3A 257 00019 0 050120 2D 000000 A30003405094

900601 130056668400004 [REDACTED]  
LLA :  
AD 1761806 4A3A 257 00019 0 050120 2D 000000 A00003405094

MOD 04 Funding 297721.33  
Cumulative Funding 1160355.00

MOD 05

700301 130064293600001 [REDACTED]  
LLA :  
AK 1771806 4A3A 257 00019 0 050120 2D 000000 A00003993302

700302 130064293600002 [REDACTED]  
LLA :

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AJ 1771806 4A3A 257 00019 0 050120 2D 000000 A10003993302

700303 130064293600003

LLA :

AH 1771806 4A3A 257 00019 0 050120 2D 000000 A20003993302

900301 130064293600003

LLA :

AH 1771806 4A3A 257 00019 0 050120 2D 000000 A20003993302

MOD 05 Funding 150000.00

Cumulative Funding 1310355.00

MOD 06 Funding 0.00

Cumulative Funding 1310355.00

MOD 07

700102 1300517463

LLA :

AB 1751806 4A3A 252 00019 0 050120 2D 000000 A10003000774

9001 13005177463

LLA :

AC 1751806 4A3A 252 00019 0 050120 2D 000000 A20003000774

MOD 07 Funding -175681.81

Cumulative Funding 1134673.19

MOD 08

700304 130064293600004

LLA :

AK 1771806 4A3A 257 00019 0 050120 2D 000000 A00003993302

700305 130064293600005

LLA :

AJ 1771806 4A3A 257 00019 0 050120 2D 000000 A10003993302

700306 130064293600006

LLA :

AH 1771806 4A3A 257 00019 0 050120 2D 000000 A20003993302

MOD 08 Funding 363398.29

Cumulative Funding 1498071.48

MOD 09 Funding 0.00

Cumulative Funding 1498071.48

MOD 10 Funding 0.00

Cumulative Funding 1498071.48

MOD 11

700401 130071147800001

LLA :

AL 1781806 4A3A 257 00019 0 050120 2D 000000 A00004509244

700402 130071147800002

LLA :

AM 1781806 4A3A 257 00019 0 050120 2D 000000 A10004509244

700403 130071147800003

LLA :

AN 1781806 4A3A 257 00019 0 050120 2D 000000 A20004509244

900401 130071147800003

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LLA :  
AN 1781806 4A3A 257 00019 0 050120 2D 000000 A20004509244

MOD 11 Funding 468528.04  
Cumulative Funding 1966599.52

MOD 12

700404 130071147800004  
LLA :  
AL 1781806 4A3A 257 00019 0 050120 2D 000000 A00004509244

700405 130071147800005  
LLA :  
AM 1781806 4A3A 257 00019 0 050120 2D 000000 A10004509244

700406 130071147800006  
LLA :  
AN 1781806 4A3A 257 00019 0 050120 2D 000000 A20004509244

900402 130071147800006  
LLA :  
AN 1781806 4A3A 257 00019 0 050120 2D 000000 A20004509244

MOD 12 Funding 156176.01  
Cumulative Funding 2122775.53

MOD 13

700203 130056668400003  
LLA :  
AF 1761806 4A3A 257 00019 0 050120 2D 000000 A30003405094

700205 130056668400005  
LLA :  
AF 1761806 4A3A 257 00019 0 050120 2D 000000 A30003405094

MOD 13 Funding -150549.27  
Cumulative Funding 1972226.26

MOD 14

700501 130077037800001  
LLA :  
AP 1791806 4A3A 257 00019 0 050120 2D 000000 A00004925430

700502 130077037800002  
LLA :  
AQ 1791806 4A3A 257 00019 0 050120 2D 000000 A10004925430

700503 130077037800003  
LLA :  
AR 1791806 4A3A 257 00019 0 050120 2D 000000 A20004925430

MOD 14 Funding 184899.45  
Cumulative Funding 2157125.71

MOD 15

700504 130077037800004  
LLA :  
AP 1791806 4A3A 257 00019 0 050120 2D 000000 A00004925430

700505 130077037800005  
LLA :  
AQ 1791806 4A3A 257 00019 0 050120 2D 000000 A10004925430

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700506 130077037800006 [REDACTED]  
 LLA :  
 AR 1791806 4A3A 257 00019 0 050120 2D 000000 A20004925430

MOD 15 Funding 128499.60  
 Cumulative Funding 2285625.31

MOD 16

900501 130077037800007 [REDACTED]  
 LLA :  
 AQ 1791806 4A3A 257 00019 0 050120 2D 000000 A10004925430

MOD 16 Funding 18600.00  
 Cumulative Funding 2304225.31

MOD 17

700507 130077037800008 [REDACTED]  
 LLA :  
 AP 1791806 4A3A 257 00019 0 050120 2D 000000 A00004925430 A00004925430

700508 130077037800009 [REDACTED]  
 LLA :  
 AQ 1791806 4A3A 257 00019 0 050120 2D 000000 A10004925430 A10004925430

700509 130077037800010 [REDACTED]  
 LLA :  
 AR 1791806 4A3A 257 00019 0 050120 2D 000000 A20004925430 A20004925430

900502 130077037800009 [REDACTED]  
 LLA :  
 AQ 1791806 4A3A 257 00019 0 050120 2D 000000 A10004925430 A10004925430

MOD 17 Funding 211088.00  
 Cumulative Funding 2515313.31

MOD 18

900503 130077037800011 [REDACTED]  
 LLA :  
 AS 1701806 YA3A 257 00019 0 050120 2D 000000 A30004925430

MOD 18 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

### **10RA H.17 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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

### **HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE**

#### **(NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,

(1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and

(2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s)

(b) The Contractor agrees to:

(1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted;

(2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Task Order Contracting Officer;

(3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement;

(4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

## **H.20 DATA RIGHTS**

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) postaward lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d).

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



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(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 the Performance Based SOW. The Task Order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

(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

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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 two 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 three 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 has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three 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 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

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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)

[ ] (5) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

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**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)**

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

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

**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.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006)**

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD

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

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

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

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

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

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for uthorized travel. In no event will such payments exceed the rates of common carriers. (d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on

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services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

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

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

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

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

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least

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

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

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

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

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

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

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

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

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of those purchases.

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

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of issue	As Is: Yes/No	Unit Acq Cost
None							

(2) Government furnished property to be provided under this contract:

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter "NONE".]

Nomenclature/Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
None						

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:



[List Government material here. If none, then enter "NONE".]

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
None						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
None						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

\*To be filled out at award\*

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## SECTION I CONTRACT CLAUSES

**NOTE: ALL PROVISIONS AND CLAUSES OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER, UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER, IN ADDITION TO THE FOLLOWING:**

### **FAR 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

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

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

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

### **252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)**

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

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

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

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an

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object, or the copying of information to unauthorized media may have occurred.

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1 -- Minimum Security Controls for Safeguarding

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

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

**Legend:**

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

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

(d) *Cyber incident and compromise reporting.*

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

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.

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

- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
- (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

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

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

- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

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

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

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

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

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

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

## **252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)**

(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) "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.

(6) "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

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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.

(7) “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.

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

(9) “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.

(10) “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.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multinational 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.

(12) “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.

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

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- (i) Necessary for emergency repair and overhaul; or
  - (ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;
  - (iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
  - (iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.
- (14) "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.
- (15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
- (b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):
- (1) Unlimited rights. The Government shall have unlimited rights in technical data that are—
    - (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
    - (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
    - (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
    - (iv) Form, fit, and function data;
    - (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
    - (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
    - (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
    - (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or



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

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

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

(2) Government purpose rights.

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

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

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development, manufacture, construction, or production of items, components, or processes.

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

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

(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)(13) 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 preexisting 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)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

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

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

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

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

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

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

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

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
None	(LIST)	(LIST)	(LIST)

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract:

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the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

#### LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

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(4) Special license rights markings.

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

**SPECIAL LICENSE RIGHTS**

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

(End of legend)

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

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

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

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

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

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

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

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

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

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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 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. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)**

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

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

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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) “Developed” means that—
- (i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
  - (ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or (iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.
- (7) “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 firmfixed- 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.
- (8) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.
- (9) “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

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charged directly to a government contract.

(10) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multinational 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.

(11) "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.

(12) "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.

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

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

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

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

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

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

(A) Use the modified software only as provided in paragraphs (a)(14)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14)(ii), (v) and (vi) of this clause;

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

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



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(B) Such contractors or subcontractors are subject to the use and nondisclosure 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)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(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)(14)(iv) of this clause, for any other purpose.

(15) "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, worldwide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired (2) Government purpose rights.

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

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

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

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

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

(3) Restricted rights.

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

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

(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

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appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) 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)(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 software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

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

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

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

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

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award

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when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
None	(LIST)	(LIST)	(LIST)

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay,

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shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees,

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royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the government installations at the following locations: Oceana, VA; New Orleans, LA; Jacksonville, FL; Steward ANGB, NY; and Ft. Worth, TX. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the Contracting Officer's Representative (COR), Mathew Michalski, [mathew.michalski@navy.mil](mailto:mathew.michalski@navy.mil). All losses are to have the permanent badges returned to the COR on the

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last day of the individual's task requirement.

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



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## **SECTION J LIST OF ATTACHMENTS**

Attachment\_2\_Quality\_Assurance\_Surveillance\_Plan