

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
183. EFFECTIVE DATE
31-Oct-20184. REQUISITION/PURCHASE REQ. NO.
13007515245. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Lockheed Martin Corporation
9500 Godwin Drive
Manassas VA 20110

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4079-M802

10B. DATED (SEE ITEM 13)

03-Sep-2015

CAGE CODE
52088

FACILITY CODE

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)

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)
52.244-2 Subcontracts

E. IMPORTANT: Contractor [X] 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

31-Oct-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to add Brainpan Inc. as a subcontractor and to update Section J and Attachment 8. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby increased

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 1 of 89	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	J058	ACS Software Support and Operations services in accordance with Section C. (Base Year)					\$5,010,453.00
700001	J058	Funding in support of CLIN 7000					
700002	J058	Funding in support of CLIN 7000					
700003	J058	Funding in support of CLIN 7000					
700004	J058	Funding in support of CLIN 7000					
700005	J058	Funding in support of CLIN 7000					
700006	J058	Funding in support of CLIN 7000					
700007	J058	Funding in support of CLIN 7000					
700008	J058	Funding in support of CLIN 7000					
700009	J058	Funding in support of CLIN 7000					
700010	J058	Funding in support of CLIN 7000					

For Cost Type / NSP Items

7001	Data CLIN in support of CLIN 7000. (Base Year) (Not Separately Priced)	1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	J058	ACS Software Support and Operations services in accordance with Section C. (Option Year I)					\$5,817,181.00
710001	J058	Funding in support of CLIN 7100					
710002	J058	Funding in support of CLIN 7100					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 2 of 89	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710003	J058	Funding in support of CLIN 7100					

710004	J058	Funding in support of CLIN 7100					
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For Cost Type / NSP Items

7101		Data CLIN in support of CLIN 7100. (Option Year I) (Not Separately Priced)				1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	J058	ACS Software Support and Operations services in accordance with Section C. (Option Year II)					\$6,738,843.00
720001	J058	Funding in support of Labor CLIN 7200					
720002	J058	Funding in support of Labor CLIN 7200					
720003	J058	Funding in support of Labor CLIN 7200					

For Cost Type / NSP Items

7201		Data CLIN in support of CLIN 7200. (Option Year II) (Not Separately Priced)				1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	J058	ACS Software Support and Operations services in accordance with Section C. (Option Year III)					\$7,628,675.00
730001	J058	Funding in support of CLIN 7300 ACRN: AX					
730002	J058	Funding in support of CLIN 7300 ACRN: AZ					
730003	J058	Funding in support of CLIN 7300 ACRN: BA					
730004	J058	Funding in support of CLIN 7300 ACRN: BB					
730005	J058	Funding in support of CLIN 7300 ACRN: BC					

For Cost Type / NSP Items

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 3 of 89	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

7301 Data CLIN in support of CLIN 7300. (Option Year III) (Not Separately Priced) 1.0 LO NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	J058	ACS Software Support and Operations services in accordance with Section C. (Option Year IV)					\$8,446,108.00
		Option					

For Cost Type / NSP Items

7401 Data CLIN in support of CLIN 7400. (Option Year IV) (Not Separately Priced) 1.0 LO NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	J058	Travel CLIN in support of CLIN 7000. (Base Year)	1.0	LO	\$78,941.00
900001	J058	Funding for CLIN 9000 Travel			
9001	J058	NMCI CLIN in support of CLIN 7000 (Base Year)	1.0	LO	\$72,694.00
9002	J058	Material CLIN in support of CLIN 7000. (Base Year)	1.0	LO	\$285,584.00
900201	J058	funding in support of CLIN 7000			
900202	J058	funding in support of CLIN 7000			
900203	J058	funding in support of CLIN 7000			
900204	J058	Funding for CLIN 9002 Material			
900205	J058	Funding for CLIN 9002 Material			
9100	J058	Travel CLIN in support of CLIN 7100. (Option Year I)	1.0	LO	\$105,265.00
910001	J058	Funding for CLIN 9100 Travel			
910002	J058	Funding for CLIN 9100 Travel			
910003	J058	Funding for CLIN 9100 Travel			
910004	J058	Funding for CLIN 9100 Travel			
9101	J058	NMCI CLIN in support of CLIN 7100. (Option Year I)	1.0	LO	\$77,934.00
		Option			
9102	J058	Material CLIN in support of CLIN 7100. (Option Year I)	1.0	LO	\$327,322.00
910201	J058	Funding for CLIN 9102 Material			
910202	J058	Funding for CLIN 9102 Material			
910203	J058	Funding for CLIN 9102 Material			
9200	J058	Travel CLIN in support of CLIN 7200. (Option Year II)	1.0	LO	\$126,396.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 4 of 89	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920001	J058	Funding in support of Travel CLIN 9200			
920002	J058	Funding in support of Travel CLIN 9200			
9201	J058	NMCI CLIN in support of CLIN 7200. (Option Year II) Option	1.0	LO	\$83,182.00
9202	J058	Material CLIN in support of CLIN 7200. (Option Year II)	1.0	LO	\$389,917.00
920201	J058	Funding in support of Material CLIN 9202			
9300	J058	Travel CLIN in support of CLIN 7300. (Option Year III)	1.0	LO	\$131,668.00
930001	J058	Funding in support of CLIN 9300 ACRN:AX			
930002	J058	Funding in support of CLIN 9300 ACRN: BA			
930003	J058	Funding in support of CLIN 9300 ACRN: BB			
930004	J058	Funding in support of CLIN 9300 ACRN: BC			
9301	J058	NMCI CLIN in support of CLIN 7300. (Option Year III) Option	1.0	LO	\$88,377.00
9302	J058	Material CLIN in support of CLIN 7300. (Option Year III)	1.0	LO	\$467,880.00
930201	J058	Funding in support of CLIN 7300 ACRN AY			
930202	J058	Funding in support of CLIN 9302 ACRN: BC			
9400	J058	Travel CLIN in support of CLIN 7400. (Option Year IV) Option	1.0	LO	\$158,032.00
9401	J058	NMCI CLIN in support of CLIN 7400. (Option Year IV) Option	1.0	LO	\$93,444.41
9402	J058	Material CLIN in support of CLIN 7400. (Option Year IV) Option	1.0	LO	\$519,859.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 5 of 89	FINAL
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

CLINs 7000, 7100, 7200, 7300, 7400- The Contractor shall provide SERVICES in accordance with Section C- Statement of Work (SOW) below.

CLINs 9000, 9001, 9002, 9100, 9101, 9102, 9200, 9201, 9202, 9300, 9301, 9302, 9400, 9401, 9402 - The Contractor shall provide ODCs in accordance with the SOW below.

CLINs 7001, 7101, 7201, 7301, 7401 - The Contractor shall provide DATA as specified in the SOW and Exhibit A- Contract Data Requirement List.

Area Control Systems (ACS) for

Air Traffic Control Systems Division

Technical, Engineering Products, and Software Services (ACS TEPSS)

PERFORMANCE-BASED STATEMENT OF WORK (PBSOW)

1 INTRODUCTION

1.1 **BACKGROUND.** The Naval Air Warfare Center Aircraft Division (NAWCAD) Patuxent River, St. Inigoes, Area Control Systems (ACS) Branch is engaged in the design, development, integration, test and evaluation, installation, maintenance, configuration management and logistic support of Air Traffic Control (ATC) Systems Division and equipment. This task order requires services in support of the Fleet Area Control and Surveillance Facility (FACSFAC), comprised of the FACSFAC Air Control Tracking System (FACTS) AN/FYK-39 and OJ-753 Display, the FACSFAC Navy Scheduling System (NAVSKED) AN/FYK-37, Integrated Range Status System (IRSS), Automatic Carrier Landing Systems (ACLS), Precision Global Positioning System (GPS) Systems, Non-Organic Radar Access (NORA) systems, Combat Reporting Center (CRC) Simulation Package (CSP) and similar Air Traffic Control Systems. ACS services shall also encompass systems and displays, such as the Standard Terminal Automation Replacement System (STARS), the Air Defense System Integrator (ADSI), the Air 02 Digital Audio Data Recorder (DADR) System and other similar systems.

1.2 **SCOPE.** The contractor shall provide technical products and services in the above mentioned areas in accordance with this Statement of Work (SOW) and Contract Data Requirements Lists (CDRLs) for the various systems under the Area Control Systems Branch cognizance located at various FACSFAC sites and other ACS supported facilities. These services shall include research, design, engineering, development, analysis, prototyping, fabrication, integration, installation, test and evaluation, training, and logistic support for the hardware and software systems, subsystems, and components associated with air traffic control and airspace management systems. The majority of work shall be performed on-site at NAWCAD St. Inigoes; however, the contractor may be required to travel to various equipment installation sites to meet Fleet requirements.

Table 1.0 Air Control Squadron (ACS) Operational Sites

FACSFAC Jacksonville	Naval Air Station, Jacksonville Jacksonville, Florida
FACSFAC VACAPES	Naval Air Station, Oceana Virginia Beach, Virginia
FACSFAC Pearl Harbor	Naval Air Base, Pearl Harbor Ford Island, Hawaii

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 6 of 89	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

FACSFAC San Diego	Naval Air Station, North Island San Diego, California
Naval Air Station Key West (NAS Key West)	NAS Key West Operations/Ground Electronics Maintenance Division (OPS/GEMD, Key West, FL
Marine Corp Base (MCB) Camp Hansen	MCB Camp Hansen Okinawa, Japan
Marine Corps Air Station (MCAS) Iwakuni	MCAS Iwakuni Iwakuni, Japan
NAWCAD St. Inigoes	Naval Air Warfare Center Aircraft Division St. Inigoes, Maryland
Marine Corps Base (MCB) Camp Lejeune	MCB Camp Lejeune Jacksonville, NC
Marine Corps Air Ground Combat Center (MCAGCC) Operations and Training Directorate	MCAGCC 29 Palms 29 Palms, CA
Marine Corps Air Station (MCAS) Yuma Range Management Department	MCAS Yuma Yuma, AZ
Marine Corp Base (MCB) Camp Pendleton	MCB Camp Pendleton Ocean Side, CA
Marine Corps Mountain Warfare Training Center (MCMWTC) Bridgeport	MCMWTC Bridgeport Bridgeport, CA
Marine Corps Air Station (MCAS) Cherry Point	MCAS Cherry Point Havelock, NC
Marine Corp Base (MCB) Quantico	MCB Quantico Stafford, VA

2 APPLICABLE DOCUMENTS

The following is a list of known documents that will be needed, used and referred to during the performance of the technical and engineering services required by this PBSOW. Unless otherwise specified, the revision level and date of each document, specification or standard cited, or referred to, within this solicitation/task order shall be the one that is listed in the Department of Defense ASSIST Database (<http://assistdocs.com/search>) in effect on the date of contract award or at the time an option is exercised.

IEEE/EIA SD. 12207.0 Standards for Software Lifecycle Processes

ISO 9000-3 Guidelines for the Application of ISO 9001 to the Development, Supply, and Maintenance of Software

AN/FYK-39 FACTS SRS 4583-1010

NAVAIRWARCENACDIV INST 5510.1A Information, Personnel and Industrial Security Program Manual

OPNAVINST 3432.1A Operations Security

SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual

Navy IA Pub 5239-02 --Terms, Abbreviations, and Acronyms

National Industrial Security Operating Manual (NISPOM)

CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 7 of 89	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

of 31 July 2003

CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems

CJCSI 6250.01(series) --Satellite Communications

CJCSI 6215.01 (series) --Policy for Department of Defense Voice Networks

DoDD 8100.1--Global Information Grid (GIG) Overarching Policy

DoDD 8500.1E--Information Assurance

DoDI 8500.2--Information Assurance Implementation

DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual

Interim DoD Certification and Accreditation (C&A) Process Guidance, May 09, 2003. Version 1.0, 31 October 2002

DoDI 5200.40, DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP), 30 Dec 1997

CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy

3 REQUIREMENTS

3.1 GENERAL. All software support provided under this task order shall be performed in accordance with IEEE/EIA SD. 12207.0 Standards for Software Lifecycle Processes.

3.1.1 The contractor shall prepare and deliver a Software Development Plan (SDP) describing the contractor's plan for managing software development in accordance with IEEE/EIA SD. 12207.0, in accordance with CDRL A001. The plan shall describe the contractor's project organization and resources, including:

- a. Facilities and organizational structure
- b. Plans for performing general software development activities
- c. Plans for performing detailed software development activities
- d. Schedules and activity network
- e. Project organization and resources

The contractor shall implement the SDP immediately upon receipt of government approval.

3.1.2 For all software maintenance and development tasks, the contractor shall generate fleet deliverable software versions and shall test the software as described in the following paragraphs and in accordance with its approved software plan and procedures before delivery to the government. The government will perform the formal quality assurance and acceptance testing in accordance with applicable system level test procedures. Upon successful completion of testing the government will distribute the software to the fleet.

3.1.3 The contractor shall maintain a record of all software changes made to a file in accordance with CDRL A002, to include who changed the file and the date the file was changed. The contractor shall track changes made to software versions, be able to roll back to a previous software version and identify all software changes between two versions.

3.1.4 The contractor shall attend program technical meetings with the government. The meeting frequency is estimated as bi-weekly. The contractor shall present the status of all work in progress, including software trouble reports (STRs), software design, software development, software testing, software documentation, installations and travel. In addition to the presentation of this material at the technical meetings, the contractor shall submit this information to the Government in writing in accordance with CDRL A003.

3.1.5 Contact Logs - The contractor shall maintain and deliver a Contact Log listing of all calls and email correspondence to and from personnel at other sites, including date, time, person contacted and a brief description of the communication in accordance with CDRL A004.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 8 of 89	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

3.2 ACS SOFTWARE SUPPORT. The contractor shall provide the software development and maintenance services described below to support the FACTS system and related peripherals, including the OJ-753 displays and all other interfaces.

3.2.1 SOFTWARE TROUBLE REPORTS (STRs). The contractor shall use the FACSFAC Information Server website (<https://ffis@navair.navy.mil>) for processing of STRs. After receipt of a STR or other change request (e.g., software change proposals, software enhancement proposals, engineering change proposals, specification change notices, etc.), the contractor shall analyze the STR or change request, contact the STR originator for clarification of the STR if necessary, complete the analysis section, and return the form to the government for review. The government will review the contractor's STR analysis and will approve or disapprove the requested change. If approved, the STR shall be returned to the contractor for workload and resource planning only. After receiving government authorization to proceed, the contractor shall perform the required work and test the revised software to ensure it performs the required functions and resolves the reported problem(s). The government will evaluate and test the software and deliver it to the Fleet. If testing fails, the software will be returned to the contractor for correction. The government will determine the timeframe available to perform after evaluating each individual STR or change request. If receipt of a higher priority trouble report or change request requires immediate action, the government has the option to change the delivery date of the lower priority items. Actual delivery dates will reflect the individual complexity of the software change and be responsive to evolving Fleet requirements. The contractor shall be required to provide technical evaluation reports and recommendations and to support the government in making programmatic decisions. Travel may be required in support of this task.

3.2.2 ACS SOFTWARE SUPPORT - DELIVERABLE PRODUCTS

The contractor shall develop documentation required by IEEE/EIA SD. 12207.0 to support software development, system operations, and configuration management for FACTS software systems. The documentation shall include:

- a. Software Version Description (SVD). A complete SVD shall be prepared and delivered by the contractor in accordance with CDRL A005 for each software revision that results in a software release. The SVD shall document current changes and shall incorporate each SVD addendum prepared since the last SVD. The government estimates, as a minimum, two software releases per year.
- b. Software Test Report. A software test report shall be prepared and delivered by the contractor in accordance with CDRL A006 for each software revision and new software module.
- c. Software Test Description (STD). A STD shall be prepared and delivered by the contractor in accordance with CDRL A007. The government estimates that twenty STDs shall be required during the life of the task order; however, the number of deliveries will depend on the project requirements.
- d. Database Design Description (DDD). A DDD shall be prepared and delivered by the contractor in accordance with CDRL A008. The government estimates that one DDD per project shall be required during the life of the task order; however, the number of deliveries will depend on the DDD requirements.
- e. Software Trouble Report (STR) Form. The analysis and coding sections of the STR Form shall be prepared by the contractor in accordance with CDRL A009 for each software change request authorized by the government.
- f. Software User's Manual (SUM). A SUM shall be prepared and delivered by the contractor in accordance with CDRL A010. The government estimates that two SUMs will be required during the life of the task order; however, the number of deliveries will depend on the project requirements.
- g. Software Operation Manual (SOM). A SOM shall be prepared and delivered by the contractor in accordance with CDRL A011. The government estimates that two SOMs total shall be required during the life of the task order; however, the number of deliveries will depend on the project requirements.

3.3 ACS TECHNOLOGY ASSESSMENT SUPPORT. The contractor shall provide enhancement services to support the ACS Branch programs. This support shall require the contractor to develop and incorporate

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 9 of 89	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

modifications to existing ATC computer programs; develop new programs to improve performance, reliability and maintainability; and require the contractor to maintain programs transferred from other activities.

3.3.1 The contractor shall investigate new technologies (software programs, upgrades, system operating software, etc.) that have the potential to improve the software support currently being provided to the ACS programs. The contractor shall investigate alternative technologies to identify possible solutions to existing project problems. Proposed solutions shall be devised within a framework that takes into consideration the technical requirements and criteria of ongoing ACS programs. The contractor shall prepare an analysis report in accordance with CDRL A012 that provides initial evaluation results as well as improvement alternatives that address associated costs/benefits of those items that could be employed to affect solutions to existing problems or to enhance performance of ACS branch systems. Travel may be required in support of this task. The government estimates that there will be approximately two reports per year.

The contractor shall:

- a. Investigate and analyze new software technologies in the effort to identify potential solutions to existing project-related problems, in accordance with CDRL A012. Evaluate and compare different solutions against the associated technical requirements and criteria of the respective system for which such improvements are being recommended for implementation.
- b. Recommend new software programs and changes to existing operational programs (hardware and software), in accordance with CDRL A012, to improve performance, reliability and maintainability or to add functions.
- c. Attend technical reviews, along with the government personnel, at various locations during which existing technologies and their potential applications to specified ACS Branch requirements shall be considered.
- d. Develop STRs in accordance with CDRL A009 to document proposed changes or perceived problems with operational software for government review.
- e. Analyze new or existing installation sites for equipment installation planning and provide recommendations to the government, in accordance with CDRL A012. This may include traveling to various air traffic control sites for structural observation to ascertain installation requirements (space availability, electrical, mechanical and related site specific notations).

3.4 ACS TECHNICAL SOFTWARE AND HARDWARE SERVICES. The contractor shall provide software, logistics and technical services to support the implementation of new technologies related to the software and hardware support of ACS systems. These services shall include research, design, engineering, development, analysis, prototyping, fabrication, integration, installation, test and evaluation, training, and logistic support for both the hardware and software systems, subsystems, and components associated with air traffic control and airspace management systems. Travel may be required in support of this task. See Table 1.0, Air Control Squadron (ACS) Operational Sites, of this SOW for a complete list of potential CONUS and OCONUS travel destinations.

The contractor shall perform the following:

- a. Investigate new or existing installation sites and provide recommendations for equipment installation planning in accordance with CDRL A012. This task may include travel to various air traffic control sites for structural observation to ascertain installation requirements such as space availability, electrical, mechanical, and related site specific considerations.
- b. Develop, procure and maintain system materials; this could include, but is not limited to: hardware, software, electrical material, electronic components and packing supplies as listed in the List of Allowable Materials for the support of ACS systems.
- c. Provide systems operator training and update the Systems Operators Manual in accordance with CDRL A013 on new or enhanced software and operational programs supporting ACS systems as required.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 10 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

d. Prepare and/or revise engineering and technical drawings of structural and mechanical details, electrical equipment, systems and assemblies pertaining to ACS systems in accordance with CDRL A014.

4 TRAVEL

The contractor shall be required to travel while providing on-site engineering, troubleshooting, repair, maintenance, installation and supply support services. All trips taken by contractor personnel shall be in accordance with applicable Joint Travel Regulations. See Table 1.0, Air Control Squadron (ACS) Operational Sites, of this PBSOW for a complete list of potential CONUS and OCONUS travel destinations. A report shall be submitted for each trip in accordance with CDRL A015.

The contractor may, on occasion, provide transportation to Government members of the TDY team when it is deemed most economical to the Government and is otherwise in the Government's best interest, and the cost for such transportation will be reimbursed in accordance with the ODC CLINS included in this contract.

5 MATERIAL

It will be necessary for the Contractor to have a material funding allocation (CLIN) to immediately respond to system development requirements, system failures, and system operation requirements. List of allowable material is provided in H-1 Clause, Restriction on the Direct Charging of Material. All incidental material purchases will be approved per the H-1 Clause, Restriction on the Direct Charging of Material. Contractor shall provide a Material Tracking Report (MTR) in accordance with CDRL A016.

6 MONTHLY REPORTS

6.1 PROGRESS REPORT. The contractor shall prepare and deliver monthly progress reports in accordance with CDRL A017, describing all actions and the current status of all work performed under PBWS paragraphs 3.1 through 3.4 and shall address:

- a. Major milestones for each task
- b. Status of previously identified task problem areas, with recommendations and conclusions
- c. Justification for cost increases or schedule slippages, if any, which may differ from previous reports or the original estimate to complete
- d. Identification of any task for which costs have exceeded 75 percent of the amount estimated
- e. Identification of new problem areas
- f. Program summary

6.2 TIME AND FUNDS EXPENDITURE REPORT. The contractor shall provide monthly funds expenditure reports in accordance with the requirements in CDRL A018. This data shall directly correspond to the monthly vouchers and any discrepancies shall be explained. These reports may be reviewed by a support contractor for compilation of data and verification purposes. A nondisclosure agreement will be submitted by the support contractor.

6.3 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS. The contractor shall provide monthly funds expenditure reports in accordance with CDRL A019 and the requirements set forth below. Report data shall be separated by contract line item and shall be reported for both the current period and the contract to date. This data shall directly correspond to the monthly vouchers and any discrepancies shall be explained. These reports may be reviewed by a support contractor for compilation of data and verification purposes. A nondisclosure agreement will be submitted by the support contractor.

The contractor shall segregate costs incurred under this contract at the lowest level of performance, either by task or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 11 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

When there is more than one line of accounting, the Government will ascribe each ACRN preceding the accounting citation in the contract to a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

Invoices shall contain the following cost elements by schedule and include supporting detail. Invoices shall be submitted with two attachments. The first attachment shall contain Schedules A through D, F and G and shall be provided as fully burdened. The second attachment shall contain Schedule E.

Invoice summary for current billing period and cumulative.

(Schedule A) - Direct Labor \$

(Schedule B) - Material \$

(Schedule C) - Travel \$

(Schedule D) - Other Direct Charges \$

(Schedule E) - Indirect Charges \$

(Schedule F) - Adjustments \$

TOTAL \$

(Schedule G) - Outstanding Commitments

Schedule A - DIRECT LABOR

Employee Identifier	Labor Category	Period Covered			Cumulative	
		Off-site	On-site*	Burdened Cost**	Hours Billed	Costs**
_____	_____	_____	_____	\$ _____	\$ _____	\$ _____
TOTAL		_____	_____	\$ _____	\$ _____	\$ _____

* On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

** Unburdened rate information shall be made available upon request. When requested, unburdened rate

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 12 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

information shall not include indirect costs and shall reflect the actual rate paid.

Schedule B – MATERIAL

Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

Schedule C – TRAVEL

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they should be retained and are subject to review.

Schedule D - OTHER DIRECT CHARGES

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

Schedule E - INDIRECT CHARGES

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract closeout.

Schedule F - ADJUSTMENTS

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments that pertain to prior fiscal years shall be invoiced separately.

Schedule G - OUTSTANDING COMMITMENTS

Any authorized expenditure that remains unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in this section.

Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim nor will the Navy pay for direct costs associated with preparation of an invoice.

Program management/support charges are limited to the first level supervisor.

6.4 INCURRED COST & 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 A020, and Attachment 7.

7 INFORMATION TECHNOLOGY (IT)

The Government will provide all necessary reference documents not generally available to the Contractor as required. Throughout the life of the task order, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this PBSOW.

The Contractor shall not purchase any Information Technology (IT) equipment on behalf of NAVAIR in support of this task order without a Naval Air Systems Command Chief Information Officer (CIO) signed "IT" approval.

The following paragraphs are for information only:

8 CLINGER-COHEN ACT

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 13 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. In accordance with the following Department of Defense Directive (DoDD), Department of Defense Instruction (DoDI), Office of the Secretary of Defense (OSD) memo, and Secretary of the Navy Instruction (SECNAVINST), CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's Chief Information Officer (CIO) to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance (IA) strategy depends on the Acquisition Category (ACAT).

- a. DoDD Number 5000.01 "The Defense Acquisition System," 12 May 2003, Certified Current as of 20 November 2007
- b. DoDI 5000.02, "Operation of the Defense Acquisition System," 08 December 2008
- c. OSD Memo, "Clinger-Cohen Act Compliance Policy," 08 Mar 2002
- d. SECNAVINST 5000.2D, "Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System," 16 October 2008

9 SYSTEM SOFTWARE/APPLICATION COMPLIANCE

All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), Department of the Navy (DON)/Naval Air Systems Command (NAVAIR) Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

10 WEB SITES, WEB ENABLEMENT AND APPLICATION/SYSTEM DEVELOPMENT, MODIFICATION, AND MAINTENANCE SUPPORT SERVICES

All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated with MyNAVAIR (NAVAIR Corporate Portal) whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

- a. OMB Management of Federal Information Resources, OMB CIRCULAR NO. A-130 Revised http://www.whitehouse.gov/omb/circulars_a130_a130trans4
- b. OMB Policies for Federal Agency Public Websites, OMB M-05-04 <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-04.pdf>
- c. Section 508, Rehabilitation Act of 1973 <http://www.section508.gov/>
- d. Department of Defense Web Policies and Guidelines <http://www.defense.gov/webmasters>
- e. Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website <http://www.nioc-norfolk.navy.mil/>
- f. DON Policy for Content of Publicly Accessible World Wide Web Sites, SECNAVINST 5720.47B www.navy.mil/navydata/internet/secnav5720-47b.pdf
- g. NAVAIR CIO Website (NAVAIR specific policy and guidelines) <http://www.doncio.navy.mil/Main.aspx>
- h. DISA Hosting of All Navy Websites (NAVADMIN 061/08) <http://www.public.navy.mil/bupers-npc/reference/messages/Documents/NAVADMIN/NAV2008/NAV08061.txt>
- i. Consolidation of Navy Web Sites - Reduction of IM/IT Footprint NAVADMIN 145/07

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 14 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

<http://www.public.navy.mil/bupers-npc/reference/messages/Documents/NAVADMINS/NAV2008/NAV08061.txt>

j. DON Web Presence Policy: The Registration, Compliance of, and Investment in, All Unclassified Web Sites and Uniform Resource Locators <http://www.doncio.navy.mil/PolicyView.aspx?ID=577>

11 SOFTWARE DEVELOPMENT/SERVER PROCUREMENT

Any tools developed that will be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

12 INFORMATION ASSURANCE (IA)

NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout the DON. The DON CIO is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

All IA shall be in compliance with the following listed instructions, to include those referenced within the below listing:

- a. ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, 31 July 2009
- b. (Chairman of the Joint Chiefs of Staff Instruction) CJCSI 3170.01G (series), “Joint Capabilities Integration and Development System,” 1 March 2009
- c. CJCSI 6211.02D (series) – “Defense Information System Network (DISN): Policy and Responsibilities,” 24 Jan 2012
- d. CJCSI 6212.01E (series) – “Interoperability and Supportability of Information Technology and National Security Systems,” 15 December 2008
- e. CJCSI 6250.01C (series) – “Satellite Communications,” 9 July 2008
- f. CJCSI 6510.01E, “Information Assurance (IA) and Computer Network Defense (CND),” 12 August 2008
- g. Chairman of the Joint Chiefs of Staff Manual (CJCSM) 6510.01A – “Information Assurance (IA) and Computer Network Defense (CND) Volume I (Incident Handling Program”, 24 June 2009
- h. Chief of Naval Operations/Headquarters, United States Marine Corps (CNO) N614/HQMC C4 – “Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0,” 31 October 2002
- i. Defense Acquisition Guidebook – Chapter 7 “Acquiring Information Technology, Including National Security Systems,” Section 7.5 “Information Assurance (IA)”
- j. DoD 5220.22-M, “National Industrial Security Program Operating Manual,” (NISPOM) 28 March 2013
- k. DoD 8570.01-M, “Information Assurance Workforce Improvement Program”, 19 December 2005 (Incorporating Change 3, dated 24 January 2012)
- l. DoDD 8000.01 “Management of the Department of Defense Information Enterprise,” 10 February 2009
- m. DoDD 8100.02, “Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007
- n. DoDD 8500.01E (series), “Information Assurance (IA),” 24 October 2002, Certified Current as of 23 April

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 15 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

2007

- o. DoDD 8570.01 “Information Assurance Training, Certification, and Workforce Management,” 15 August 2004, Certified Current as of 23 April 2007
- p. DoDI 4630.8, “Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS),” 30 June 2004
- q. DoDI 8500.2, “Information Assurance Implementation,” 6 February 2003
- r. DoDI 8510.01, “DoD Information Assurance Certification and Accreditation Process (DIACAP),” 28 November 2007
- s. DoDI 8520.02, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling, 24 May 2011
- t. DoDI 8551.1, “Ports, Protocols, and Services Management (PPSM),” 13 August 2004
- u. DoDI 8580.1, “Information Assurance in the Defense Acquisition System,” 9 July 2004
- v. DoDI 8581.01, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense,” 8 June 2010
- w. DON CIO Memo 02-10, “Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology,” 26 April 2010
- x. DON Ltr 5239 NAVAIR 726/2322, “NAVAIR Data at Rest Policy,” 18 February 2009
- y. Federal Information Processing Standards Publications (FIPS PUB) csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf; csrc.nist.gov/publications/drafts/fips201-2/Draft_NIST-FIPS-201-2.pdf?
- z. National Security Telecommunications and Information Systems Security Policy, NSTISSP No. 11, “Revised Fact Sheet National Information Assurance Acquisition Policy,” July 2003
- aa. Office of the Chief of Naval Operations, OPNAV INST 5239.1C, “Navy Information Assurance (IA) Program,” 20 August 2008
- bb. SECNAV M-5239.1, “Department of the Navy Information Assurance Program; Information Assurance Manual,” 01 November 2005
- cc. SECNAVINST 5230.15, “Information Management/Information Technology Policy for Fielding of Commercial Off-the-Shelf Software,” 10 April 2009
- dd. SECNAVINST 5239.3B, “Department of the Navy Information Assurance Policy,” 17 June 2009
- ee. SECNAVINST 5239.19, “Department of the Navy Computer Network Incident Response and Reporting Requirements,” 18 March 2008
- ff. The National Security Act of 1947
- gg. Title 40/Clinger-Cohen Act

All IT procured on behalf of NAVAIR shall meet all DoD/DON and NAVAIR IA polices. Failure to follow these policies will result in denied access to NMCI, One Net, Integrated Shipboard Network System (ISNS) and other DON, DoD and Joint Networks. These IA policies are standard across the Department and ensure IA compatibility and interoperability.

IT systems and or networks operated by contractors subsequent to a NAVAIR contract, regardless of the level of data processed, shall be operated and in accordance with the NISPOM.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 16 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet DoDI 8500.2 IA Controls, is subject to validation scanning and must be approved by the NAVAIR site IA Manager prior to connection. The following specific criteria must be met before being connected to any DoD or NAVAIR network in support of this contract. Requirements include:

- a. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DoD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks. Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- b. Extent of Validation Scanning. To prevent scanning of “corporate” assets, all such networks, equipment and connections shall be physically segregated from any government/contractor “corporate” networks that are not in direct support of DoD contracts;
- c. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense Information Security Agency and comply with CJCSI 6211.02D (series), “Defense Information System Network (DISN): Policy and Responsibilities,” 24 January 2012;
- d. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- e. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

13 ENTERPRISE ARCHITECTURE

- a. Contractor Networks and Connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this task order. The contractor may access non-government, external IP space via the NAVAIR-provided Virtual Private Network (VPN) Outreach service or NAVAIR CIO approved Internet Protocol (IP) service.
- b. Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.
- c. Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.
- d. IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

14 SOFTWARE PROCESS IMPROVEMENT INITIATIVE (SPII)

As defined in the Assistant Secretary of the Navy (ASN) Memorandum, Software Process Improvement Initiative (SPII) Guidance for Use of Software Process Improvement Contract Language dated 13 July 2007, “Computer Software development” or “software development” means, as applicable developing or delivering new source code, modifying existing source code, coding computer instructions and data definitions, building databases

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 17 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

schema, and performing other activities needed to implement the design of a noncommercial computer software product. This definition recognized that even small changes to software code can result in significant changes to software system behavior and quality, and, consequently, that it is necessary for developers to define and follow disciplined and appropriate processes.

As such, offerors will be required to address their software development approach with their proposals and, during contract performance, the successful offeror will be required to deliver a completed SDP (based on the proposed SDP) in accordance with CDRL A001, subject to Government review and approval. The SDP will serve during contract performance as the benchmark for the contractor's software development effort. The SDP shall be periodically evaluated and updated, as a part of continuous process improvement, subject to Government review and approval.

15 FACILITIES/PROPERTY

15.1 GOVERNMENT FURNISHED AND ACCESSIBLE FACILITIES. The Government will provide facilities or access to facilities and equipment in which to perform applicable performance work statement requirements. These facilities are located at St. Inigoes, Maryland. The following facilities will be provided by the Government for full-time staffing by the contractor:

a.	Building 8270	<u>Room</u>	<u>Sq. Ft.</u> (Approximate)
		211	252
		231	366
		232	348
		233	351

15.2 CONTRACTOR FURNISHED EQUIPMENT. The contractor shall provide computer equipment and software, sufficient to perform the PBWS requirements. This hardware and software compatibility shall be maintained throughout the life of the task order and will reside on the RDT&E Network. The cost of providing and maintaining this contractor furnished equipment shall not be a direct charge to the task order.

“Effective 01 October 2015, the Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this contract/order. Coordination of these services is to be conducted through the COR. Disposition or transfer instructions of previously acquired NMCI assets will be provided by the PCO as appropriate.”

16 OPERATIONS SECURITY (OPSEC)

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

- 1) Assignment of responsibility for OPSEC direction and implementation.
- 2) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
- 3) Establishment of OPSEC education and awareness training.
- 4) Provisions for management, annual review, and evaluation of OPSEC programs.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 18 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

The contractor shall prepare and deliver an Operations Security Plan for government review in accordance with CDRL A021.

The contractor shall prepare and deliver an Information Technology Personnel Security Report for NAVAIR Security as specified in CDRL A022.

17 WORK SCHEDULE

The following is a list of Federal Government holidays. Individual Contractor employees are encouraged to work in accordance with the same schedules as the Government office they support. However, it is solely at the Contractor's discretion which Federal and State holidays they choose to observe.

Holiday Observed:

New Years Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

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

Government employees are allowed to voluntarily work a "Compressed Work Schedule" (CWS). CWS is an alternative work schedule to the traditional five 8.5 hour workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completes the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other. The contractor awarded this task order, with agreement by COR, may allow its employees to work a CWS schedule. Any contractor that chooses to allow its employees to work a CWS schedule in support of this task order agrees that any additional costs associated with the implementation of the CWS schedule versus the standard schedule are unallowable costs under this task order and will not be reimbursed by the government. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

18 CONTROL OF CONTRACTOR PERSONNEL

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 19 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The contractor shall comply with Navy Security Regulations. All persons engaged in work while on Government property shall be subject to search of their person and vehicle at any time by the

Government, and shall report any known or suspected security violations to the Security Department. The contractor shall remove from performance any contractor employee who endangers life, property, or national security through improper conduct.

19 QUALITY ASSURANCE SURVEILLANCE PLAN

Product quality and timeliness will be assessed by the COR and/or TPOC based on the performance standards set forth in the Attachment 3 Quality Assurance Surveillance Plan, utilizing the monitoring methods identified therein.

20 NON-DISCLOSURE AGREEMENTS

In the performance of the contract, the Contractor may have access to non-public proprietary information. The Contractor shall require that all employees performing services under the contract execute a non-disclosure agreement satisfactory to the Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor and employee's duties with respect to non-public information and promise to comply with those obligations. Copies of the executed non-disclosure agreements shall be provided to the Government in accordance with CDRL A023.

Consistent with the terms and conditions of paragraph (e)(5) of NAVAIR 5252.209-9510, "Organizational Conflicts of Interest (Services)," with respect to proprietary data of third parties, and DFARS 252.227-7025 "Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends," with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, or disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract for other than Government purposes, and shall not for any commercial or personal purpose.

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

21 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for the Navy via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during each government fiscal year, which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each Calendar year. Contractors may direct questions to the help desk, linked at

<https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 20 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

23 MINIMUM LABOR CATEGORY QUALIFICATIONS

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

23.2 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 year period.

23.3 Personnel must have, or be able to obtain the appropriate security clearance as stated in the respective labor category qualifications below. All personnel designated key must have, at a minimum, an appropriate interim security clearance at the time of proposal submission. Personnel designated non-key must have or be able to obtain the appropriate security clearances, as stated in the respective labor category qualifications below. It is noted that some labor categories do not require a security clearance, as indicated below. Proof of U.S. citizenship is required to be permitted access to government installation, aircraft, and ships. Each individual bid must be able to obtain a Common Access Card (CAC) at the time of award. Any new hires must be able to obtain a CAC at the time of hiring.

23.4 All required experience for all labor categories may have been obtained concurrently.

23.5 All degrees shall be obtained from an accredited college or university.

23.6 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 or professional school approved by an accrediting agency. The accrediting agency shall be 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 approved by an accrediting agency. The accrediting agency shall be listed as nationally recognized by the U.S. Department of Education.

Appropriate Discipline: 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.

Business-related Discipline: Includes Business Administration, Business Management, Economics, Finance, or Accounting.

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, computer, electrical, electronics, industrial, mechanical, and nuclear engineering. Engineering disciplines include disciplines from a school where the specified curriculum was accredited by the Accreditation Board of Engineering and Technology (ABET).

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 21 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Experience and Years of Experience:

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

b) When used in relation to requirements for a particular term or period of participation, “years of experience” shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard workweek 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.

Related field: A field of study with similar curriculum of study but is referenced by a different name.

Technical Discipline: When used in relation to educational experience requirements, “technical discipline” shall mean a degree in the field of Mathematics, Engineering, Computer Science, Information Systems Management, Computer Engineering, or Physics.

Technical Rating: The 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), Information Systems Technician (IT) or the equivalent from another branch of service.

23.7 Minimum Qualifications

Program Manager (Secret Clearance Required)

Functions: Acts as the overall lead, manager and administrator for the contracted effort in support of aircraft subsystems, ACAT III-IV programs or AAPs. The Program Manager serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Oversees contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.

Education: Bachelor’s degree (BA or BS) from an accredited school in Business Administration or other Relevant Technical Discipline. ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience may be substituted for a BA/BS, or an additional eight (8) years of experience may be substituted for a BA/BS.

Experience: At least six (6) years of professional experience in Defense acquisition, and three (3) years of experience in support of Navy Acquisition management. The Manager must have experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. The candidate must be knowledgeable of acquisition policies and procedures, and Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 22 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

Project Manager (Secret Clearance Required)

Functions: Applies project principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapon systems. Reviews and prepares project and technical analyses, reports, change proposals, and other technical documentation. The Project Manager applies project experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapon systems, associated support systems, or management information systems. As the project manager for the contracted effort, ensure project procedures and controls are followed, manage manning and staffing project efforts, and lead problem resolution efforts. The Manager interfaces with system or program contractors, vendors, and Government representatives regarding the technical aspects of the programs/projects.

Education: BS or BA degree in engineering, computer science or information systems. ALLOWABLE SUBSTITUTION: An AS or AA degree in a Relevant Technical Discipline and eight (8) years of experience in engineering management and supervision of a project in systems engineering or the design of or field service of naval command and control, communication systems or other designated field.

Experience: At least five (5) years of experience in engineering management and supervision of a project in systems engineering or the design of or field service of naval command and control, communication systems or other Relevant Technical Discipline. It is highly desired that at least three (3) years of the foregoing total experience have consisted of performing similar functions with respect to the ACS branch ATC systems specified in the SOW, or equivalent automated air traffic control/surveillance systems.

Engineer/Scientist V (Secret Clearance Required)

Functions: Performs tasks with little or no guidance, has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems.

Education: MS or MA degree in Engineering, Logistics, Science or a Relevant Technical Discipline. ALLOWABLE SUBSTITUTION: A BS or BA degree and an additional four (4) years of experience can be substituted for an MS or MA degree.

Experience: At least ten (10) years of experience in an engineering/science position, three (3) of which must be directly related to Naval Systems. It is highly desired that at least six (6) years of the foregoing experience be directly related to the design and development of ACS branch systems specified in the SOW, or equivalent automated air traffic control/surveillance systems. This Scientist/Engineer must have demonstrated knowledge in area of engineering expertise in ATC systems.

Engineer/Scientist IV (Secret Clearance Required)

Functions: Performs tasks with little or no guidance, has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 23 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

information systems.

Education: Bachelor's degree in engineering, computer science, or a Relevant Technical Discipline .

Engineer/Scientist III (Secret Clearance Required)

Functions: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Experience: A total of at least ten (10) years of experience performing engineering/scientist functions in a Relevant Technical Discipline. It is highly desired that at least at least four (4) years of the foregoing total experience have consisted of performing similar functions with respect to the ACS branch ATC systems specified in the SOW, or equivalent automated air traffic control/surveillance systems.

Education: Bachelor's degree in engineering, computer science, or a Relevant Technical Discipline.

Engineer/Scientist II (Secret Clearance Required)

Functions: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Education: Bachelor's degree in engineering, computer science or a Relevant Technical Discipline.

Experience: A total of at least three (3) years of experience performing engineering/scientist functions in a Relevant Technical Discipline. It is highly desired that at least two (2) years of the foregoing total experience have consisted of performing similar functions with respect to the ACS branch ATC systems specified in the SOW, or equivalent automated air traffic control/surveillance systems.

Engineer/Scientist I (Secret Clearance Required)

Functions: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Education: Bachelor's degree in engineering, computer science or a Relevant Technical Discipline .

Experience: At least one (1) year of experience performing engineering/scientist functions in a Relevant Technical Discipline.

Systems Engineer (Secret Clearance Required)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 24 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Functions: Has programmatic or technical leadership roles in an organization identifying, formulating, designing and/or testing practical solutions to engineering problems; guides the engineering development of modern complex systems; employs systems engineering methods and tools in the development of advanced complex systems; and when appropriate, conducts research in applied systems engineering to advance the field.

Education: Bachelor's degree in Engineering or a Relevant Technical Discipline. ALLOWABLE SUBSTITUTION: An MS or MA degree in Systems Engineering is required to offset minimal experience.

Experience: At least fifteen (15) years of experience in systems engineering functions in a Relevant Engineering/Science Field.

Senior Systems Analyst (Secret Clearance Required)

Functions: Leads the execution of complex tasks and applies logical analyses or test and evaluation on all programs within the contractual scope. The Senior Systems Analyst performs comprehensive analyses of hardware/software concepts, designs and test requirements. Reviews, analyzes, integrates and conducts test and evaluation of contractor or Government -generated source data and develops interim documentation. The Analyst also performs system concept formulation, system design analysis and subsystems design analysis. Works on special problem areas to make recommendations; administers complex areas of the network, security analysis and planning.

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

Experience: At least ten (10) years of experience in a technical analysis position with mid-sized client-server systems in systems analysis, software design, software development and database administration. Demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques. Works independently and as part of a team in researching data, developing analytical techniques and methodologies. Demonstrated knowledge of system acquisition practices required to design, develop, integrate, test and manufacture a major system. It is highly desired that at least four (4) years of the foregoing total experience have consisted of performing computer system analyst functions with respect to the ACS Branch FACS FAC Systems specified in the SOW or equivalent automated air traffic control/surveillance systems.

Systems Analyst (Secret Clearance Required)

Functions: Collects information to analyze and evaluate. Performs logical and physical system design and reviews and prepares system documents and specifications. The Systems Analyst conducts technical research on system upgrades to determine feasibility, cost, time required, and compatibility with system and prepares reports, studies and documentation. Delivers presentations and participates in meetings. Works on special problem areas; administers complex areas of the network, security analysis and planning.

Education: BS or BA degree in a Relevant Technical Discipline. ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience may be substituted for a BS or BA degree; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.

Experience: At least six (6) years of experience with mid-sized client-server systems in systems analysis, software design, software development and database administration. This Systems Analyst must have demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques. This Systems Analyst must have experience working independently and as part of a team in researching data, developing analytical techniques and methodologies. Demonstrated knowledge of system acquisition practices required to design, develop, integrate, test and manufacture a major system, and performs tasks with little or no guidance. It is highly desired that four (4) years of the foregoing total experience have consisted of testing, engineering support, and configuration management of computer systems, including three (3)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 25 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

years of experience in testing and configuration management of the ACS branch FACSAC systems specified in the SOW, or equivalent automated air traffic control/surveillance systems.

Computer Programmer I (Secret Clearance Required)

Functions: The Computer Programmer I assists higher level staff by performing elementary programming tasks which concern limited and simple data items and steps which closely follow patterns of previous work done in the organization, e.g. drawing flow charts, writing operator instructions, or coding and testing routines to accumulate counts, tallies, or summaries. This worker may perform routine programming assignments (as described in Level II) under close supervision.

In addition to assisting higher level staff, the Computer Programmer I may perform elementary fact-finding concerning a specified work process, e.g., a file of clerical records which is treated as a unit (invoices, requisitions, or purchase orders, etc.) and then report findings to higher level staff. May receive training in elementary fact-finding. Detailed step-by-step instructions are given for each task, and any deviation must be authorized by a supervisor. Work is closely monitored in progress and reviewed in detail upon completion.

Education: High School diploma or GED; Working towards completing applicable vendor/platform certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: At least one (1) year of software programming experience. Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

Computer Programmer II (Secret Clearance Required)

Functions: At this level, initial assignments are designed to develop competence in applying established programming procedures to routine problems. This Computer Programmer performs routine programming assignments that do not require skilled background experience but do require knowledge of established programming procedures and data processing requirements, and works according to clear-cut and complete specifications. The data are refined, and the format of the final product is very similar to that of the input, or is well defined when significantly different, i.e., there are few, if any, problems with interrelating varied records and outputs.

The Computer Programmer II maintains and modifies routine programs, makes approved changes by amending program flow charts, developing detailed processing logic, and coding changes, tests and documents modifications and writes operator instructions, may write routine new programs using prescribed specifications, and may confer with EDP personnel to clarify procedures, processing logic, etc.

In addition, the Computer Programmer II may evaluate simple interrelationships in the immediate programming area confers with user representatives to gain an understanding of the situation sufficient to formulate the needed change, and implements the change upon approval of the supervisor or higher level staff. The incumbent is provided with charts, narrative descriptions of the functions performed, an approved statement of the product desired (e.g., a change in a local establishment report), and the inputs, outputs, and record formats. This Worker reviews objectives and assignment details with higher level staff to insure thorough understanding; uses judgment in selecting among authorized procedures and seeks assistance when guidelines are inadequate, significant deviations are proposed, or when unanticipated problems arise. Work is usually monitored in progress, and all work is reviewed upon completion for accuracy and compliance with standards.

Education: High School diploma or GED; Working towards completing the following certifications: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 26 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: At least three (3) years of experience, to include: Software Design and Development. One (1) year programming experience with ACS Systems programming languages. Note: Experience may be concurrent. Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

Project Analyst (Secret Clearance Required)

Functions: Analyzes project requirements in the areas of business management, financial management, program scheduling, milestone tracking, critical path analyses, and support requirements, and performs other related analyst/management activities required for successful completion of required tasks. Assists with impact studies, cost/benefit analyses, dependency models, and project tracking methodologies to ensure the success and efficiency assigned projects. Provides support for critical operations related to Comptroller Functions, Acquisition, Navy ERP training and implementation, and Navy ERP role mapping.

Education: BS or BA degree in a Business, Management or Relevant Technical Discipline. ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience may be substituted for a BS or BA degree; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.

Experience: At least six (6) years experience in large and complex problems associated with major weapons systems. Minimum two (2) years experience of the last six (6) years must have been as a team leader. Demonstrate experience in cost/benefit analysis, quality control, successful completion of critical path events and project tracking. Familiarity with SECNAV, OPNAV and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work requests, Requisitions, Contract Data Requirements List, and DD 254. It is highly desired that a minimum of two (2) years experience of the last six (6) years have been in the ACS branch FACSFAC systems specified in the SOW, or equivalent automated air traffic control/surveillance systems.

Management Analyst I (Secret Clearance Required)

Functions: Provides financial and/or accounting support to the activity Accounting Department, Budget Department, Financial Systems Department or Business Operations Department, and other organization support elements and other activities. The Management Analyst assists in a variety of administrative, business and financial management activities, including, but not limited to cost and financial data analysis, workload forecasting and planning, reengineering initiatives, statistics and metrics, impact analysis of financial, acquisition and other regulatory changes, coordination and review of command-wide activities and preparation of budget and financial reports. Utilizes Navy ERP to extract data necessary in performing management and financial analysis and report preparation.

Education: BS or BA degree in a Relevant Technical Discipline. ALLOWABLE SUBSTITUTION: An additional six (6) years of experience can be substituted for a BS or BA degree.

Experience: At least four (4) years of Contract Management experience, to include Development of Program Acquisition Documentation and Data Collection and Analysis. Familiarity with Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

Engineering Technician V (Secret Clearance Required)

Functions: This technician performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project, selects and adapts plans, techniques, designs, or layouts, contacts personnel in related activities to resolve problems and coordinate the work, reviews, analyzes, and integrates the technical work of others. Supervisor or

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 27 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

professional engineer outlines objectives, requirements, and design approaches. Completed work is reviewed for technical adequacy and satisfaction of requirements. This incumbent may train and be assisted by lower level technicians, and performs one or a combination of the following:

- a. Designs, develops, and constructs major units, devices, or equipment; conducts tests or experiments; analyzes results and redesigns or modifies equipment to improve performance; and reports results.
- b. From general guidelines and specifications (e.g., size or weight requirements), develops designs for equipment without critical performance requirements that are difficult to satisfy such as engine parts, research instruments, or special purpose circuitry. Analyzes technical data to determine applicability to design problems; selects from several possible design layouts; calculates design data; and prepares layouts, detailed specifications, parts lists, estimates, procedures, etc. May check and analyze drawings or equipment to determine adequacy of drawings and design.
- c. Plans or assists in planning tests to evaluate equipment performance. Determines test requirements, equipment modification, and test procedures; conducts tests using all types of instruments; analyzes and evaluates test results, and prepares reports on findings and recommendations.

Education: AS or AA degree in a "Relevant Technical Discipline".

Experience: At least fourteen (14) years of practical experience in "Relevant Technical Field". Eight (8) years of experience, to include: installation of such equipment. Four (4) years of experience, to include: design, preparation and modification of engineering documents, and drawings. Eight (8) years of experience in ATC discipline, of which five (5) must have been performed within the last seven (7) years. Experience may be concurrent. Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

Engineering Technician IV (Secret Clearance Required)

Functions: The Engineering Technician IV performs non-routine assignments of substantial variety and complexity, using operational precedents that are not fully applicable, such assignments that are typically parts of broader assignments, are screened to eliminate unusual design problems. This incumbent may plan such assignments. This technician receives technical advice from supervisor or engineer. Work is reviewed for technical adequacy (or conformity with instructions). This position may be assisted by lower level technicians and have frequent contact with professionals and others within the establishment, and performs one or a combination of such typical duties as:

- a. Developing or reviewing designs by extracting and analyzing a variety of engineering data, applying conventional engineering practices to develop, prepare, or recommend schematics, designs, specifications, electrical drawings and parts lists. (Examples of designs include: detailed circuit diagrams; hardware fittings or test equipment involving a variety of mechanisms; conventional piping systems; and building site layouts).
- b. Conducting tests or experiments requiring selection and adaptation or modification of a wide variety of critical test equipment and test procedures, preparing and operating equipment, recording data, measuring and recording problems of significant complexity that sometimes require resolution at a higher level, and analyzes data and prepares test reports.
- c. Applying methods outlined by others to limited segments of research and development projects, constructing experimental or prototype models to meet engineering requirements; conducts tests or experiments and redesigns as necessary and recording and evaluating data and reports the findings.

Education: AS or AA degree in a Relevant Technical Discipline.

Experience: At least twelve (12) years of practical experience in "Relevant Technical Field". Six (6) years of experience, to include: installation of such equipment. Two (2) years of experience, to include: design, preparation and modification of engineering documents, and drawings. Six (6) years of experience in ATC discipline, of which 3 must have been performed within the last 5 years. Experience may be concurrent. Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 28 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Engineering Technician III (Secret Clearance Required)

Functions: The Engineering Technician III performs assignments that are not completely standardized or prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents, receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed, performs recurring work independently. Work is reviewed for technical adequacy or conformity with instructions. This technician performs at this level one or a combination of such typical duties as:

- a. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions;
- b. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
- c. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting, preparing, and operating standard test equipment and records test data;
- d. Extracting and compiling a variety of engineering data from field notes, manuals, lab reports, etc., processing data, identifying errors or inconsistencies, selecting methods of data presentation.
- e. Assisting in design modification by compiling data related to design, specifications, and materials that are pertinent to specific items of equipment or component parts; developing information concerning previous operational failures and modifications, and using judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

Education: AS or AA degree in a Relevant Technical Discipline.

Experience: At least ten (10) years of practical experience in "Relevant Technical Field". Four (4) years of experience, to include: installation of such equipment. One (1) year of experience, to include: design, preparation and modification of engineering documents, and drawings. Four (4) years of experience in ATC discipline, of which 2 must have been performed within the last 3 years. Experience may be concurrent. Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

Engineering Technician II (Secret Clearance Required)

Functions: The Engineering Technician II performs standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:

- a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment;
- b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors;
- c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.

Education: AS or AA degree in a "Relevant Technical Discipline."

Experience: At least three (3) years of practical experience, to include laboratory testing, manufacturing, or maintenance. ALLOWABLE SUBSTITUTION: Five (5) years of practical experience, to include laboratory testing, manufacturing, or maintenance.

It is highly desired that at least two (2) years of the foregoing total experience shall have consisted of performing engineering technician functions with respect to the ACS branch ATC systems specified in the SOW, or equivalent automated air traffic control/surveillance systems.

Engineering Technician I (Secret Clearance Required)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 29 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Functions: The Engineering Technician I performs simple routine tasks under close supervision or from detailed procedures. Work is checked in progress or on completion. This person performs one or a combination of such typical duties as:

- a. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
- b. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting test equipment; records test data.
- c. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and draws simple curves and graphs.

Education: A High School diploma or GED.

Experience: At least three (3) years of practical experience, to include: laboratory testing, manufacturing, or maintenance.

Supply Technician (Secret Clearance Required)

Functions: This position performs limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, and property utilization) related to depot, local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements together with specific variations in or from standardized guidelines. Assignments require: (a) a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data to establish the facts, and take or recommend action based upon application or interpretation of established guidelines.

Education: High School diploma or GED.

Experience: Four (4) years of experience performing the duties of the labor category as described in the Department of Labor functional description.

Senior Logistics Analyst (Secret Clearance Required)

Functions: Provides guidance and supervision for logistics analysts supporting aircraft, weapon systems, training, or SE programs. Conducts logistics, supportability, reliability, maintainability, and operational analyses and provides recommendations for tailoring, optimizing, and establishing logistics element requirements in support of aircraft, weapon systems, training, or SE programs. Provides recommendations for changes to site support including maintenance planning, phased support, manpower and personnel requirements, initial provisioning and material support, support equipment, training and training devices, technical data packaging, handling, storage and transportation, and facilities. This position also provides recommendations for the development of Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Management Plans and provides recommendations for the review and development of Maintenance Plans/Logistics Support Analysis (MP/LSA) records, maintenance tasks and Level of Repair (LOR) Analysis recommendations.

Education: BS or BA degree. ALLOWABLE SUBSTITUTION: An additional five (5) years of acquisition or operational logistics management experience may be substituted for a BS or BA degree.

Experience: At least ten (10) years' experience in acquisition Level of Repair Analysis (LORA), Maintenance Planning, Logistics Support/Supportability Analysis, Operational Availability analysis, or resource requirements analysis related to in-service support of DoD weapons system. Life Cycle Costing experience is desired. Four (4)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 30 of 89	FINAL
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years experience supervising and directing at least three logistics analysts in the performance of comprehensive analyses across the spectrum of ILS elements, during a job assignment in an Acquisition Command or supporting an acquisition command.

Junior Logistics Analyst (Secret Clearance Required)

Functions: Provide organizational support to functional logistics personnel, to include coordination, activation, implementation, and structural integrity of planned initiatives and contracture evolutions. Performs various tasks related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

Education: High School diploma or GED.

Experience: At least four (4) years of experience in conducting analytical studies applicable to ILS and demonstrated ability to conduct studies, analysis, or evaluations of DoD weapon Systems/equipment.

Electronics Technician III, Maintenance (Secret Clearance Required)

Functions: Applies advanced technical knowledge to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals or similar documents. Examples of such problems include determining the location and density of circuitry, evaluating electromagnetic radiation, isolating malfunctions, and incorporating engineering; changes. Work typically requires an understanding of the interrelationships of circuits, exercising independent judgment in performing such tasks as making circuit analyses, calculating wave forms, and tracing relationships in signal flow, using complex test instruments such as high frequency pulse generators, frequency synthesizers, distortion analyzers, and complex computer control equipment. Work may be reviewed by supervisor for general compliance with accepted practices. This position may provide technical guidance to lower level technicians.

Education: High School diploma or GED.

Experience: Four (4) years of experience in troubleshooting and repair of electronic systems to the component level. Three (3) years of experience working with ACS systems or equivalent automated air traffic control/surveillance systems is highly desired.

Electronics Technician II, Maintenance (Secret Clearance Required)

Functions: Applies basic and some advanced technical knowledge to solve routine problems by interpreting manufacturers' manuals or similar documents. Work requires familiarity with the interrelationships of circuits and judgment in planning work sequence, in selecting tools, testing instruments, and is reviewed for compliance with accepted practices. This technician works under immediate supervision and achieves technical guidance, as required, from supervisor or higher-level technician.

Education: High School diploma or GED.

Experience: Two (2) years of experience in troubleshooting and repair of electronic systems to the component

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 31 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

level. One (1) year of experience working with ACS systems or equivalent automated air traffic control/surveillance systems is highly desired.

Electronics Technician I, Maintenance (Secret Clearance Required)

Functions: Applies basic technical knowledge to perform simple or routine tasks following detailed instructions, performs such tasks as replacing components, wiring circuits, repairing simple electronic equipment; and taking test readings using common instruments such as digital multi-meters, signal generators, semiconductor testers, curve tracers, and oscilloscopes. This person works under close supervision receiving technical guidance from supervisor or higher-level technician. Work is checked frequently for accuracy.

Education: High School diploma or GED.

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

Field Technician (Secret Clearance Required)

Functions: Installs, troubleshoots and maintains an extensive variety of equipment. Trains employees, identifies, analyzes, and repairs product failures, orders and replaces parts as needed.

Education: AS or AA degree in a "Relevant Engineering/Science Field".

Experience: At least four (4) years of experience in a Relevant Engineering/Science Field. It is highly desired that at least three (3) years of experience be with ACS systems or equivalent automated air traffic control/surveillance systems.

Computer Operator III (Secret Clearance Required)

Functions: The Computer Operator III processes a range of scheduled routines. In addition to operating the system and resolving common error conditions, this worker diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and guidelines (e.g., resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, the Computer Operator III may deviate from standard procedures if standard procedures do not provide a solution and refers problems which do not respond to corrective procedures to a person of supervisory or higher individual contributor level.

Education: High School diploma or GED.

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

Training Specialist I (Secret Clearance Required)

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

Education: BS or BA degree in Education, English, or Psychology Working towards Training Certification.
ALLOWABLE SUBSTITUTION: A High School diploma or equivalent plus completion of a trade, technical, or military course of study in education, instruction, technical writing, or training course development can substitute for a BS or BA degree.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 32 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Experience: At least three (3) years of experience in the training development environment.

Administrative Assistant (No Clearance Required)

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

Education: High School Diploma or GED.

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

Maintenance Trades Helper (Secret Clearance Required)

Functions: The Maintenance Trades Helper assists one or more workers in the skilled maintenance trades by performing specific or general duties of lesser skill such as: keeping a worker supplied with materials and tools, cleaning working area, machine and equipment; assisting journeyman by holding materials or tools; and performing other unskilled tasks as directed by the journeyman. The kind of work the helper is permitted to perform varies from trade to trade. In some trades the helper is confined to supplying, lifting, and holding materials and tools, and cleaning working areas and in others, the worker is permitted to perform specialized machine operations, or parts of a trade that are also performed by workers on a full-time basis.

Education: High school diploma or equivalent.

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

Drafter/CAD Operator II (Secret Clearance Required)

Functions: This Drafter prepares various drawings computer models of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting and CAD techniques and a working knowledge of the terms and procedures of the occupation. The Drafter makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, sources of information, and precedents to follow. Simple revisions to existing drawings or computer models may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches, computer models or specifications that clearly depict the desired product.

Typical assignments include:

- a. Preparing several views of a simple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by measuring the layout.
- b. Preparing and revising detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating transformer sizes, conduit locations and mountings.
- c. Drawing base and elevation views, sections, and details of new bridges or other structures, revising complete sets of roadway drawings for highway construction projects, or preparing block maps, indicating water and sewage line locations.

Education: High School diploma or GED.

Experience: Adequate experience performing the duties of the labor category as described in the Department of

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 33 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Labor functional description. It is highly desired that two (2) years of experience be in performing drafting functions.

Technical Writer II (Secret Clearance Required)

Functions: The Technical Writer revises or writes material that is mostly standardized for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. The incumbent receives assignment and technical information from a supervisor or senior writer, may be provided notes or manuals containing operating procedures and details, and may observe production, developmental or experimental activities to expand or verify the provided operating procedures and details.

This worker accesses manufacturers' catalogs, drawings and other data relative to operation, maintenance, and service of equipment, may have access to blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. This writer organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology, may maintain records and files of work and revisions, may select photographs, drawings, sketches, diagrams, and charts to illustrate material, assist in laying out material for publication, and arrange for typing, duplication and distribution of material. This writer may draft speeches, articles, and public or employee relations releases, or specialize in writing material regarding work methods and procedures.

Education: High School diploma or GED.

Experience: Adequate experience performing the duties of the labor category as described in the Department of Labor functional description. Seven (7) years' experience editing, preparing, and producing technical manuals, specifications, military standards, and other technical reports and documentation is highly desired, to include two years of specialized experience in the electronics field. The Technical Writer must also be knowledgeable of proper grammar, punctuation, and spelling.

Mathematical Technician (Secret Clearance Required)

Functions: The Mathematical Technician applies standardized mathematical formulas, principles, and methodology to technological problems in engineering and physical sciences in relation to specific industrial and research objectives, processes, equipment, and products. They confer with professional, scientific, and engineering personnel to plan project, analyzes raw data recorded on magnetic tape, punched cards, photographic film or other media, and select most practical and accurate combination and sequence of computational methods using algebra, trigonometry, geometry, vector analysis and calculus to reduce raw data to meaningful and manageable terms.

This technician selects most economical and reliable combination of manual, mechanical, or electronic data processing methods and equipment consistent with data reduction requirements, modifies standard formulas to conform to data processing method selected, translates data into numerical values, equations, flow charts, graphs or other media, analyzes processed data to detect errors. This worker may operate card punching or sorting machines, calculators, or data processing equipment.

Education: High School diploma or GED. A bachelor's or postgraduate degree in mathematics or 24 semester hours of college-level mathematics, which included differential and integral calculus, is highly desired.

Experience: Adequate experience performing the duties of the labor category as described in the Department of Labor functional description. A total of at least two (2) years of experience in performing mathematician functions is highly desired.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 34 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 35 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Note: All the 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:

CLINs 7000, 7100, 7200, 7300, 7400- Packaging and marking are not applicable to these items.

CLINs 7001, 7101, 7201, 7301, 7401 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Seaport-e MAC clause HQ D-2-0008, "Marking of Reports."

CLINs 9000, 9001, 9100, 9101, 9200, 9201, 9300, 9301, 9400, 9401 - Packaging and marking are not applicable to these items.

CLINs 9002, 9102, 9202, 9302, 9402 - Packaging and marking shall be in accordance with best commercial practices.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 36 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

CLINs 7000, 7100, 7200, 7300, 7400, 9000, 9001, 9002, 9100, 9101, 9102, 9200, 9201, 9202, 9300, 9301, 9302, 9400, 9401, 9402 - Inspection and acceptance of the services/supplies called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Contracting Officer's Representative (COR). The Government will monitor the Contractor's performance to ensure compliance with the contract requirements, inclusive of terms and conditions, in accordance with Section C, SOW, and Section J, Attachment 3, Quality Assurance Surveillance Plan (QASP). Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A deliverables under CLINs 7001, 7101, 7201, 7301, and 7401 must be completed prior to final acceptance of the services identified in CLINs 7000, 7100, 7200, 7300, and 7400. Acceptance of the Contractor's completed performance for each line item shall be acknowledged via DD Form 250, in accordance with Wide Area Workflow (WAWF) instructions.

CLINs 7001, 7101, 7201, 7301, 7401 - Inspection and acceptance of the data to be furnished herunder by the Contractor shall be in accordance with Exhibit A, CDRL, DD Form 1423. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

For all CLINs, the associated supplies/services will be inspected/accepted as follows:

ACCEPT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

52.246-11 -- Higher-Level Contract Quality Requirement (Feb 1999)

The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	Tailoring
ISO	9001	2008	None

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled Attachment 1, Data Item Transmittal/Acceptance Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 37 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/3/2015 - 7/31/2016
7100	8/1/2016 - 7/31/2017
7200	8/1/2017 - 7/31/2018
7300	8/1/2018 - 7/31/2019
9000	9/3/2015 - 7/31/2016
9001	9/3/2015 - 7/31/2016
9002	9/3/2015 - 7/31/2016
9100	8/1/2016 - 7/31/2017
9102	8/1/2016 - 7/31/2017
9200	8/1/2017 - 7/31/2018
9202	8/1/2017 - 7/31/2018
9300	8/1/2018 - 7/31/2019
9302	8/1/2018 - 7/31/2019

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:

7000	9/3/2015 - 7/31/2016
7100	8/1/2016 - 7/31/2017
7200	8/1/2017 - 7/31/2018
7300	8/1/2018 - 7/31/2019
9000	9/3/2015 - 7/31/2016
9001	9/3/2015 - 7/31/2016
9002	9/3/2015 - 7/31/2016
9100	8/1/2016 - 7/31/2017
9102	8/1/2016 - 7/31/2017
9200	8/1/2017 - 7/31/2018
9202	8/1/2017 - 7/31/2018
9300	8/1/2018 - 7/31/2019
9302	8/1/2018 - 7/31/2019

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 38 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7400	8/1/2019 - 7/31/2020
9101	8/1/2016 - 7/31/2017
9201	8/1/2017 - 7/31/2018
9301	8/1/2018 - 7/31/2019
9400	8/1/2019 - 7/31/2020
9401	8/1/2019 - 7/31/2020
9402	8/1/2019 - 7/31/2020

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

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

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

(1) PCO, Code: 2.5.1.4.

(2) ACO, Code: TBD.

(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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 39 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

The services to be performed herein shall be performed at Webster Field, St. Inigoes, MD (estimated at 95% On-site) and contractor facilities (estimated at 5% Off-site).

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 40 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Note: All terms and conditions, including provisions and clauses, of the Seaport-e Multiple Award Contract (MAC) are hereby fully and expressly incorporated into this task order. Therefore, all clauses and provisions specified in Section G of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Type of Contract: This is a performance-based Cost Plus Fixed Fee (CPFF) level of effort task order.

SPECIAL PAYMENT INSTRUCTIONS

0012 - Other:

Payment needs to be based on projects. Paying on a first in/first out basis, the customer loses the visibility to the project, which is needed due to multiple sponsors. DFAR clauses 252.204-001 thru 011 cannot be applied, therefore use 012 and pay from the ACRN cited on the invoice. The Contractor is advised on what ACRNs to cite on the invoice.

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

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

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

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

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

*To be incorporated and completed at the Task Order Level, as appropriate.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 41 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

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

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

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

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

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

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

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

Invoice and Receiving Reports

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the Contracting Officer.

N00421

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00421
Admin DoDAAC	S5111A
Inspect By DoDAAC	N00421

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 42 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Ship To Code	N3555A
Ship From Code	See Section E
Mark For Code	See Section E
Service Approver (DoDAAC)	N00421
Service Acceptor (DoDAAC)	N00421
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

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

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

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (COR):

COR : to perform the following functions, duties, and/or responsibilities:

Functions/Duties/Responsibilities include, but are not limited to:

1. Read and be thoroughly familiar with the technical and contractual requirements of the applicable contract.
2. Conduct surveillance in accordance with the QASP/SAC included as an attachment in Section J.
3. Review and approve material and travel requests in accordance with contract clauses.
4. Adhere to the regulations governing standards of conduct and procurement integrity.
5. Avoid any conflict of interest or appearance of conflict of interest. If a conflict of interest or the perception of a conflict of interest develops, notify the PCO and requiring activity immediately.
6. Review of invoices in a timely manner using Wide Area Workflow (WAWF) as part of surveillance efforts for the purpose of ensuring charges are commensurate with observed performance (e.g., travel was necessary and actually occurred, labor hours charged are commensurate with level of work performed, etc.). For Knowledge

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 43 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Based Services (KBS), review of invoices shall also include a comparison of fully burdened labor rates (for primes and subcontractors) to functional area caps and monitoring of Other Direct Costs (ODCs) to ensure they do not exceed ten percent or three million dollars (whichever is lower).

7. Work cooperatively with members of the acquisition team.
8. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements (i.e., CDRLs).
9. Keep track of funds expended and remaining funds available so as not to overspend on the contract or order.
10. Except for requirements originated by the COR, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when the Government has accepted all deliverables.
11. Comply with training as required by NAVAIRINST 4200.57.
12. Promptly notify and provide recommended corrective action to the Contracting Officer and the COR's superior of any of the following:
 - a. Any violation of or deviation from the technical requirements of the contract or order;
 - b. Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;
 - c. Any contractor request for changes to the contract;
 - d. Issues that require clarification or resolution;
 - e. Inconsistencies between invoiced charges and performance, including the use of improper labor categories;
 - f. Instances where funds may be insufficient to complete the contract or order.
 - g. Conditions requiring a replacement for you as COR; and
 - h. Improper use of Government material, equipment, or property.
13. Ensure contract/order does not become a vehicle for personal services as described in Federal Acquisition Regulations (FAR) Part 37, "Service Contracting".
14. Read, understand, and comply with Contractor Performance Assessment Reporting System (CPARS) and be cognizant of your roles and responsibilities.
15. Inform the PCO and requiring activity if unable to perform functions, duties, and/or responsibilities;
16. Keep, maintain, and dispose of COR files in accordance with relevant instructions;
17. Ensure that the file is available for yearly administrative review to be conducted by the PCO; and, if functions, duties and/or responsibilities are terminated, ensure that the current COR file is transferred to the successor COR and that any system access granted for the performance of COR functions, duties, and/or responsibilities is terminated.

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representative (ACOR):

ACOR : to perform the functions, duties, and/or responsibilities outlined below in the absence of the COR.

ACOR : Functions, Duties, and/or Responsibilities: Same as those designated for the COR listed above.

(c) The effective period of the COR designation is the period of performance of this task order.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 44 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(c) **CLINs/SLINs 9002 * _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS OF COST" (FAR 52.232-20).**

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

* To be provided at time of award.

Additional Information:

**5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR)
(MAR 2006)**

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 45 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

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

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

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

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A020. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A020. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment 7 shall be utilized as required herein and attached to the report.

(a) **Incurred Costs:**

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in Attachment 7.

(2) **Labor:** Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment 7. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 7. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 46 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee and pass-through rates do not exceed that identified in basic contract clause H.10, Savings Clause."

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

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(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:
FAR 42.302 (a)(16),(51)	PCO
FAR 42.302(a)(30),(38),(40),(41),(42),(58),(67)	COR

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

Additional Functions	Retained for Performance By:
FAR 42.302(b)(4),(16)	ACO

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 47 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 48 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 49 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 50 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 51 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 52 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All the 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:

NAVAIR Clause 5252.237-9503 Ordering Procedures for Navy Marine Corps Intranet (NMCI) is hereby suspended from use under this contract/order effective 1 October 2015.

H-1 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR 5252.242-9515 JUL 1998) (VARIATION SEP 2014)

(a) During the performance of this contract it may be necessary for the contractor to procure material to immediately respond to system development requirements, system failures, and system operation requirements. 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. The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. 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 the applicable Department of Navy regulations and instructions.

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 the 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.

Only material included in the below List of Allowable Material may be procured under this contract. No material with a unit cost of \$250,000.00 or greater shall be procured under this contract. No procurement with a total value, that is the total sum of all items, of \$700,000.00 or greater may be procured under this contract.

(b) List of Allowable Materials:

HARDWARE

Equipment Components

Central Processor Unit (CPU)

Monitor

Touch Screen Monitor

Keyboard

Pointing device

Power Distribution panel

Cabinet

Printer

Hub

KVM Switch (Keyboard Video Mouse)

Uninterruptable Power Supply (UPS)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 53 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Time Distribution System

Hard Drive

Serial Adapter

Speaker Panel

Client CPU

External Hard Drive

Dell Precision Workstation

Serial ATA Frame and Carrier (Advanced Technology Attachment)

10/100 Managed PCI NIC card

Serial Interface Card

Rackmount Shipping case

Card Rack Assembly (A1, A2)

Dual Hybrid Card (P/OA1, A2)

RIU Panel Assembly (A3, A5) (Radar Interface Unit)

Remote Interface Unit (A1, A2, A3)

RIU Panel Assembly (A4)) (Radar Interface Unit)

Rack-mount Kit

Remote Interface Unit (A1, A3)

Synapse 4 Workstation (A7)

U w/Removable HDD& 10/100 NIC (Unit with Removable hard disk drive and Network

Interface Controller)

Hand Held Terminal, Radio

Telestra 4 Target System/Audio Distribution

Communications Modeling Package

24 Port AceNET Approved Switch

Development and Communication Planner System

8 Port Console

Catalyst Ethernet switch

GBIC module (Gigabit Interface Controller)

24 port 10/100/1000 Base-T Managed Switch

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 54 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Network Time Server

Power Supply

Equipment Repair Items

Central Processor Unit (CPU)

Monitor

Touch Screen Monitor

Keyboard

Pointing device

Power Distribution panel

Printer

Hub

KVM Switch (Keyboard Video Mouse)

Uninterruptable Power Supply (UPS)

Time Distribution System

Hard Drive

Serial Adapter

Speaker Panel

Client CPU

External Hard Drive

Dell Precision Workstation

Remote Interface Unit

Hand Held Terminal Radio

Hardware Repair Services

Repair of:

Central Processor Unit (CPU)

Monitor

Touch Screen Monitor

Keyboard

Pointing device

Power Distribution panel

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 55 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Cabinet

Printer

Hub

KVM Switch (Keyboard Video Mouse)

Uninterruptable Power Supply (UPS)

Time Distribution System

Hard Drive

Serial Adapter

Speaker Panel

Client CPU

External Hard Drive

Hardware Upgrades

IRSS Tech-Refresh (Integrated Range Status System)

SOFTWARE

Software and Software Upgrades

FACTS 8.0 operating system

IRSS 8.2 operating system and succeeding

Visual Studio

Visual Source Safe

Map Utility

PCANYWHERE

WINZIP

ACROBAT READER

ENTERPRISE LINUX WS STANDARD

Network Time Server Software

NGTS IOS software (Next Generation Threat System) (Instructor Operator Station)

Programming Tools

Software Integration Services

ELECTRICAL MATERIAL

Wire

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 56 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Electronic Component Cleaning Material

Cables and Cable Assemblies

Connectors, Terminals and Splices

Electronic Component Repair Services

Connector Parts

Electrical Equipment Components

Electronic Enclosures

ELECTRONIC COMPONENTS

Integrated Circuit Cards and Components

Transformers/Inductors

MISCELLANEOUS

Packing and Supply Deliveries

Various Technical Documentation

(c) In addition to COR and/or Contracting Officer approvals listed below, IT resources may not be procured unless the approvals required by Department of Defense purchasing procedures have been obtained. IT resources may be defined as any equipment and or interconnected system and/or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data information. IT resources may include personal computers, laptops, printers, software, servers, hubs, routers, phones, facsimile machines and any related maintenance, telecommunications, training, or other support services.

To obtain IT approval the contractor shall prepare an IT Certification Letter in accordance with applicable guidance with a complete list of items to be obtained. The IT Certification Letter shall be provided to the Division designated IT point of contact for approval through the NAVAIR Chief Information Officer process. The IT approval shall be provided to the COR prior to procurement.

(d) Prior written approval from the COR and/or Contracting Officer shall be required for all purchases of material (IT resources or non-IT resources) as listed below. Requests for approval shall include a list of the material to be procured, an explanation of the need for the material, IT approval (if applicable), a listing of quotes received, the reason for the selected source, and the determination of price reasonableness. If the procurement is sole sourced to a particular supplier or piece of equipment include the rationale for limiting the procurement to that supplier or piece of equipment.

For procurement with a total value, that is total sum of all items, \$3,000.00 and below no COR or Contracting Officer approval is required.

For procurement with a total value between \$3,000.01 and \$150,000.00 COR approval is required.

For procurement with a total value greater than \$150,000.00 COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request for approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 57 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment 4, OCI List. 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 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.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 58 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(e) Contracting restrictions.

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

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

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

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

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

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 59 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 60 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 61 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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:

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the 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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 62 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

* The Contracting Officer referred to in paragraph (j) is the task order Contracting Officer.

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

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

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

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

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

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

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

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

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navair.navy.mil/>

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 63 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, 52.228-7, "Insurance —Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

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

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

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

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

(c) Travel Policy.

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

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

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

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 64 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

set forth in FAR Subpart 31.2, the FTR, and the JTR.

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

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

5252.245-9500 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: None.
- (2) Government furnished property to be provided under this contract: NMCI Services provided for off-site contractors-As noted in the Navy NET System. (The list specific to the order/contract can be obtained by the COR from the designated NMCI POC or AIR 7.2)
- 3) Government furnished material, as defined in FAR 45.101, to be provided under this contract: 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: 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.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 65 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 66 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

NOTE: ALL TERMS AND CONDITIONS, INCLUDING PROVISIONS AND CLAUSES, OF THE SEAPORT-E MULTIPLE AWARD CONTRACT (MAC) ARE HEREBY FULLY AND EXPRESSLY INCORPORATED INTO THIS TASK ORDER. THEREFORE, ALL CLAUSES AND PROVISIONS SPECIFIED IN SECTION I OF THE SEAPORT-E BASIC CONTRACT APPLY TO THIS TASK ORDER, UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER, IN ADDITION TO THE FOLLOWING:

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

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

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

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2014)

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014)

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 THIRTY (30) DAYS OF EXPIRATION OF PERIOD OF PERFORMANCE.

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 current 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 and six months (inclusive of FAR 52.217-8).

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 67 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.222-2 Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * to be completed at time of award * or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

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

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5342 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Labor Category	SCA Code	GS Grade	Wage Det. \$	Fringe Rate at 54%
Computer Programmer I	14071	5/7	\$26.36	\$14.23
Computer Programmer II	14072	7/9	\$27.63	\$14.92
Engineering Technician IV	30084	12/13	\$35.64	\$19.25
Engineering Technician III	30083	11/12	\$28.79	\$15.55
Engineering Technician II	30082	9/11	\$25.72	\$13.89
Engineering Technician I	30081	5/7	\$22.92	\$12.38

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 68 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Supply Technician	01410	11/12	\$28.55	\$15.42
Electronics Technician III	23183	11/12	\$27.89	\$15.06
Electronics Technician II	23182	9/11	\$26.47	\$14.29
Electronics Technician I	23181	5/7	\$24.94	\$13.47
Computer Operator III	14043	9/11	\$23.60	\$12.74
Administrative Assistant	01020	7/9	\$31.41	\$16.96
Maintenance Trades Helper	23580	3/5	\$18.27	\$9.87
Drafter II	30061	7/9	\$22.60	\$12.20
Technical Writer II	30462	9/11	\$26.84	\$14.49
Mathematical Technician	30240	9/11	\$28.94	\$15.63

252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 69 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 70 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

purposes.

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

except that the Government may reproduce, release, or disclose such data or authorize

the use or reproduction of the data by persons outside the Government if—

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

(15) "Technical data" means recorded information, regardless of the form or

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 71 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data

as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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

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

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

(A) Prior to release or disclosure, the intended recipient is subject to the

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 72 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

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

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

(3) *Limited rights.*

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

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

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

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

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

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to

covered Government support contractors;

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 73 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 74 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

Date _____
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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 75 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address

Expiration Date

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

(End of legend)

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

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 76 of 89	FINAL
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data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 77 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 78 of 89	FINAL
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subcontractors or suppliers.

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

(End of clause)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 79 of 89	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

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

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

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

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

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

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

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

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

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

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

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

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

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

(14) “Noncommercial computer software” means software that does not qualify

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 80 of 89	FINAL
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as commercial computer software under paragraph (a)(1) of this clause.

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

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

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

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

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

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

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

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

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

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

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

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

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

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 81 of 89	FINAL
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for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

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

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

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

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

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

(A) Restricted rights in computer software, limited rights in technical data, or

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 82 of 89	FINAL
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government purpose license rights and the restrictive conditions have expired; or

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

(2) *Government purpose rights.*

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

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

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

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

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

(3) *Restricted rights.*

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

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

(iii) The Contractor acknowledges that—

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 83 of 89	FINAL
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may waive in writing the requirement for a non-disclosure agreement; and

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

(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

(e) *Identification and delivery of computer software and computer software documentation to be furnished*

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 84 of 89	FINAL
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with restrictions on use, release, or disclosure.

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 85 of 89	FINAL
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(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 86 of 89	FINAL
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software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
- (2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

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

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

(2) *Nonconforming computer software or computer software documentation markings.* A

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 87 of 89	FINAL
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nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

(End of clause)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 88 of 89	FINAL
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5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-M802	AMENDMENT/MODIFICATION NO. 18	PAGE 89 of 89	FINAL
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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List

Attachment 1 - DD254 DoD Contract Security Classification Specification

Attachment 2 - Data Item Transmittal/Acceptance/Rejection Form

Attachment 3 - Quality Assurance Surveillance Plan (QASP)

Attachment 4 - Organizational Conflict of Interest (OCI) List

Attachment 5 - Wage Determination No. 2005-2103; Revision No: 16; Date 08 July 2015

Attachment 6 - Incurred Cost Report Format

Attachment 7 - List of Key Personnel

Attachment 8 - List of Approved Subcontractors (updated Mod 18 - 29 Oct. 2018)

Attachment 9 - List of Allowable Material

Attachment 10 - Wage Determination 2105-2103 Rev 2 dated 12/29/15

Attachment 11 - List of Wage Determinations (updated Mod 15 - 1 August 2018)