

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 32. AMENDMENT/MODIFICATION NO.
613. EFFECTIVE DATE
07-Jun-20194. REQUISITION/PURCHASE REQ. NO.
13007913375. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N68335

7. ADMINISTERED BY (If other than Item 6) CODE

S0701A

NAVAIR Aircraft Division Lakehurst
Contracts Hwy 547 Code 2.5.2 Bldg 562-1
Lakehurst NJ 08733-5060DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

SCD: C

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

SCIENCE APPLICATIONS INTERNATIONAL CORP
12010 Sunset Hills Road
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-4Y01

10B. DATED (SEE ITEM 13)

27-Jan-2016

CAGE CODE
6XWA8

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)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[]

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)
FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor [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)

07-Jun-2019

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The purpose of this modification is to:

- 1) Incrementally fund Labor CLIN 7300
- 2) Incrementally fund Travel CLIN 9300
- 3) Add a Subcontractor FAR Clause 52.244-2.
- 4) All other terms and conditions remain unchanged.

Funding supports the following PR's:

PR 1300791337 Total \$64,000.00 (SOW paragraphs 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8)

SLIN 730028 for \$57,600.00
 SLIN 930012 for \$6,400.00

The Contractor shall provide Engineering and Technical Services in support of the Navy AOEW program. This support includes (but may not be limited to) analysis of the AOEW interfaces; design, prototype, implementation and testing of AWM-103 software and hardware updates; participation in AOEW discussions, technical reviews, and program reviews; and travel to AOEW related sites to troubleshoot and test AWM-103 software and hardware changes.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$27,084,622.11 by \$64,000.00 to \$27,148,622.11.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
730028	RDT&E	0.00	57,600.00	57,600.00
930012	RDT&E	0.00	6,400.00	6,400.00

The total value of the order is hereby increased from \$30,535,477.89 by \$0.00 to

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\$30,535,477.89.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
2000	R425	N/A (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00
2001	R425	N/A (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00
2002	R425	N/A (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00
2003	R425	N/A (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00
2004	R425	N/A (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Labor for the Base Period. The contractor shall provide support services in accordance with Section C. COST PLUS FIXED FEE (Fund Type - TBD)	1.0	LO	██████████	██████████	\$6,522,979.00
700001	R425	Incremental funding in the amount of \$1,901,356.00 in support of TI 02 (O&MN,N)					
700002	R425	Incremental funding in the amount of \$342,144.00 in support of TI 01 (APN)					
700003	R425	Incremental funding in the amount of \$1,762,000.00 in support of TI 02 (APN)					
700004	R425	Incremental funding in the amount of \$91,575.00 in support of TI 05 (APN)					
700005	R425	Incremental funding in the amount of \$36,000.00 in support of TI 05 (RDT&E)					
700006	R425	Incremental funding in the amount of \$39,406.00 in support of TI 05 (PMC)					
700007	R425	Incremental funding in the amount of \$78,944.00 in support of TI 01 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700008	R425	Incremental funding in the amount of \$899,999.85 in support of TI 05 (APN)					
700009	R425	Incremental funding in the amount of \$45,000.00 in support of TI 05 (O&MN,N)					
700010	R425	Incremental funding in the amount of \$59,000.00 in support of TI 04 (WCF)					
700011	R425	Incremental funding in the amount of \$25,220.00 in support of TI 04 (WCF)					
700012	R425	Incremental funding in the amount of \$45,500.00 in support of TI 04 (Fund Type - OTHER)					
700013	R425	Incremental funding in the amount of \$49,920 in support of TI 02 (APN)					
700014	R425	Incremental funding in the amount of \$210,511.00 in support of TI 05 (APN)					
700015	R425	Incremental funding in the amount of \$45,000.00 in support of TI 05 (O&MN,N)					
700016	R425	Incremental funding in the amount of \$13,066.20 in support of TI 03 (FMS)					
700017	R425	Incremental funding in the amount of \$13,066.20 in support of TI 03 (FMS)					
700018	R425	Incremental funding in the amount of \$13,066.20 in support of TI 03 (FMS)					
700019	R425	Incremental funding in the amount of \$13,066.20 in support of TI 03 (FMS)					
700020	R425	Incremental funding in the amount of \$13,066.20 in support of TI 03 (FMS)					
700021	R425	Incremental funding in the amount of \$13,066.20 in support of TI 03 (FMS)					
700022	R425	Incremental funding in the amount of \$344,020.00 in support of TI 01 (APN)					
700023	R425	Incremental funding in the amount of \$19,000.00 in support of TI 04 (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700024	R425	Incremental funding in the amount of \$19,000.00 in support of TI 04 (FMS)					
700025	R425	Incremental funding in the amount of \$19,000.00 in support of TI 04 (FMS)					
700026	R425	Incremental funding in the amount of \$72,500.00 in support of TI 04 (FMS)					
700027	R425	Incremental funding in the amount of \$56,625.00 in support of TI 04 (FMS)					
700028	R425	Incremental funding in the amount of \$99,456.00 in support of TI 04 (Fund Type - OTHER)					
7100	R425	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. COST PLUS FIXED FEE (Fund Type - TBD)	1.0	LO			\$6,500,426.00
710001	R425	Incremental funding in the amount of \$44,950.00 in support of TI 005 Funding Type: (NWCF) (WCF)					
710002	R425	Incremental funding in the amount of \$963,440 in support of TI 02 Funding Type: (FY 17 OM&N)**This line SLIN has been reduced from \$963,440.00 by \$227,700.00 to \$735,740.00 (O&MN,N)					
710003	R425	Incremental funding in the amount of \$18,750.00 in support of TI 04 Funding Type: (WCF) (WCF)					
710004	R425	Incremental funding in the amount of \$1,834,200.00 in support of TI 02 Funding Type: (FY17 APN) (APN)					
710005	R425	Incremental funding in the amount of \$1,000.00 in support of TI 04 Funding Type: (FY17 WCF) (WCF)					
710006	R425	Incremental funding in the amount of \$619,500.00 in support of TI 01 Funding Type: (FY15 APN) (APN)					
710007	R425	Incremental funding in the amount of \$110,900.00 in support of TI 03 Funding Type: (FMS) (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710008	R425	Incremental funding in the amount of \$51,030.00 in support of TI 04 Funding Type: FY17 RDT&E (RDT&E)					
710009	R425	Incremental funding in the amount of \$45,000.00 in support of TI 05 Funding Type: FY17 O&MN (O&MN,N)					
710010	R425	Incremental funding in the amount of \$272,160.00 in support of TI 02 Funding Type: FY17 FMS (FMS)					
710011	R425	Incremental funding in the amount of \$28,350.00 in support of TI 02 Funding Type: FY17 FMS (FMS)					
710012	R425	Incremental funding in the amount of \$100,225 in support of TI 05 Funding Type: (FY17 APN) (APN)					
710013	R425	Incremental funding in the amount of \$103,900.00 in support of TI 04 Funding Type: (FY17 FMS) (FMS)					
710014	R425	Incremental funding in the amount of \$63,270.00 in support of TI 05 Funding Type: (FY17 APN) (APN)					
710015	R425	Incremental funding in the amount of \$144,000.00 in support of TI 05 Funding Type: (FY17 FMS)CASE: GY-P-GPL, RSN: 003, PDLI: 3Z0000, MILSTRIP: PGY04441478041 (FMS)					
710016	R425	Incremental funding in the amount of \$227,000.00 in support of TI 02 Funding Type: (FY17 RDT&E) (RDT&E)					
710017	R425	Incremental funding in the amount of \$25,900.00 in support of TI 04 Funding Type: (FY17 O&M,A) (Fund Type - OTHER)					
710018	R425	Incremental funding in the amount of \$17,700.00 in support of TI 04 Funding Type: (FY17 O&M,A) (Fund Type - OTHER)					
710019	R425	Incremental funding in the amount of \$45,000.00 in support of TI 05 Funding Type: (FY17 O&M,N) (O&MN,N)					
710020	R425	Incremental funding in the amount of \$5,200.00 in support					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		of TI 04 Funding Type: (FMS) (FMS)					
710021	R425	Incremental funding in the amount of \$6,100.00 in support of TI 04 Funding Type: (FY17 WCF) (WCF)					
710022	R425	Incremental funding in the amount of \$34,505.00 in support of TI 05 Funding Type: (FY17 WCF) (WCF)					
710023	R425	Incremental funding in the amount of \$120,000.00 in support of TI 04 Funding Type: (FY17 O&M USAF) (O&MAFR)					
710024	R425	Incremental funding in the amount of \$336,000.00 in support of TI 05 CASE: KU-P-GGW RSN: 007 PDLI: 7BZ000 MILSTRIP: PKUA44 6292 6117 Funding Type: (FMS) (FMS)					
710025	R425	Incremental funding in the amount of \$500,000.00 in support of TI 05 CASE: AT-P-SCF, RSN: 012, PDLI: 12AZ00 MILSTRIP: PATV4460326055 Funding Type: (FMS) (FMS)					
710026	R425	Incremental funding in the amount of \$147,000.00 in support of TI 05 Funding Type: (FY17 APN 5) (APN)					
710027	R425	Incremental funding in the amount of \$31,600.00 in support of TI 03 CASE: DE-P-SAE RSN: 011 PDLI: 11BZ00 MILSTRIP: PDEN4423556230 (FMS)					
710028	R425	Incremental funding in the amount of \$55,400.00 in support of TI 03 (Funding Type: Cooperative Funding) (Fund Type - OTHER)					
710029	R425	Incremental funding in the amount of \$47,000.00 in support of TI 04 Funding Type: (FY17 O&M USAF) (O&MAFR)					
710030	R425	Incremental funding in the amount of \$64,300.00 in support of TI 04 (Funding Type: FY17 Missile Procurement, Army (MPA)) (Fund Type - OTHER)					
710031	R425	Incremental funding in the amount of \$45,600 in support of TI 05 Funding Type: RDT&E***De-obligate from \$45,600.00 by					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		\$45,600.00 to \$0. (RDT&E)					
710032	R425	Incremental funding in the amount of \$19,000.00 in support of TI 04 Funding Type: FMS (FMS)					
7101	R425	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. COST PLUS FIXED FEE (Fund Type - TBD)	1.0	LO			\$55,000.00
710101	R425	Incremental funding in the amount of \$55,000.00 in support of TI 02 Funding Type: PDA (Fund Type - OTHER)					
7200	R425	Labor for Option Period II. The contractor shall provide support services in accordance with Section C. COST PLUS FIXED FEE (Fund Type - TBD)	1.0	LO			\$6,601,292.00
720001	R425	Funding in the amount of \$198,000.00 in support of TI 02 (Fund Type - OTHER)					
720002	R425	Funding in the amount of \$100,225.00 in support of TI 05 (APN)					
720003	R425	Funding in the amount of \$112,500.00 in support of TI 05 (O&MN,N)					
720004	R425	Funding in the amount of \$455,000.00 in support of TI 05 (Fund Type - OTHER)					
720005	R425	Funding in the amount of \$170,000.00 in support of TI 05 (APN)					
720006	R425	Funding in the amount of \$632,131.00 in support of TI 02 (O&MN,N)					
720007	R425	Funding in the amount of \$632,510.00 in support of TI 02 (APN)					
720008	R425	Funding in the amount of \$342,000.00 in support of TI 01 (O&MN,N)					
720009	R425	Funding in the amount of \$34,000.00 in support of TI 05 (RDT&E)					
720010	R425	Funding in the amount of \$33,500.00 in support of TI 03 (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720011	R425	Funding in the amount of \$102,000.00 in support of TI 04 (Fund Type - OTHER)					
720012	R425	Funding in the amount of \$26,000.00 in support of TI 04 (Fund Type - OTHER)					
720013	R425	Funding in the amount of \$138,300.00 in support of TI 04 (FMS)					
720014	R425	Funding in the amount of \$166,500.00 in support of TI 04 (Fund Type - OTHER)					
720015	R425	Funding in the amount of \$48,000.00 in support of TI 05 (FMS)					
720016	R425	Funding in the amount of \$109,000.00 in support of TI 04 (Fund Type - OTHER)					
720017	R425	Funding in the amount of \$259,800.00 in support of TI 05 (RDT&E)					
720018	R425	Funding in the amount of \$87,075.00 in support of TI 02 (APN)					
720019	R425	Funding in the amount of \$130,200 in support of TI 01 (APN)					
720020	R425	Funding in the amount of \$21,400 in support of TI 05 (APN)					
720021	R425	Funding in the amount of \$128,000 in support of TI 02 (APN)					
720022	R425	Funding in the amount of \$15,000 in support of TI 03 (FMS)					
720023	R425	Funding in the amount of \$25,900 in support of TI 04 (Fund Type - OTHER)					
720024	R425	Funding in the amount of \$17,700 in support of TI 04 (Fund Type - OTHER)					
720025	R425	Funding in the amount of \$5,200 in support of TI 04 (WCF)					
720026	R425	Funding in the amount of \$162,000 in support of TI 05 (APN)					
720027	R425	Funding in the amount of \$118,500 in support of TI 02					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(APN)					
720028	R425	Funding in the amount of \$74,700 in support of TI 04 (Fund Type - OTHER)					
720029	R425	Funding in the amount of \$70,000 in support of TI 05 (WCF)					
720030	R425	Funding in the amount of \$292,500 in support of TI 02 (APN)					
720031	R425	Funding in the amount of \$5,200 in support of TI 04 (Fund Type - OTHER)					
720032	R425	Funding in the amount of \$65,700 in support of TI 04 (Fund Type - OTHER)					
720033	R425	Funding in the amount of \$32,000 in support of TI 03 (FMS)					
720034	R425	Funding in the amount of \$14,000 in support of TI 05 (RDT&E)					
720035	R425	Funding in the amount of \$6,300 in support of TI 02 (O&MN,N)					
720036	R425	Funding in the amount of \$41,001.00 in support of TI 02 (WCF)					
720037	R425	Funding in the amount of \$15,565.50 in support of TI 02 (SCN)					
720038	R425	Funding in the amount of \$600.00 in support of TI 02 (RDT&E)					
720039	R425	Funding in the amount of \$4,800.00 in support of TI 02 (WCF)					
720040	R425	Funding in the amount of \$1,500.00 in support of TI 02 (O&MN,N)					
720041	R425	Funding in the amount of \$5,000.00 in support of TI 02 (O&MN,N)					
720042	R425	Funding in the amount of \$6,833.49 in support of TI 02 (WCF)					
720043	R425	Funding in the amount of \$14,155.06 in support of TI 02 (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720044	R425	Funding in the amount of \$3,744.47 in support of TI 02 (O&MN,N)					
720045	R425	Funding in the amount of \$79,600.48 in support of TI 02 (O&MN,N)					
720046	R425	Funding in the amount of \$126,000.00 in support of TI 04 (MDA)					
7300	R425	Labor for Option Period III. The contractor shall provide support services in accordance with Section C. COST PLUS FIXED FEE (Fund Type - TBD)	1.0	LO			\$6,647,568.00
730001	R425	Funding in support of CLIN 7300 in the amount of \$342,500.00 TI-01 (O&MN,N)					
730002	R425	Funding in support of CLIN 7300 in the amount of \$88,975.00 TI-01 (O&MN,N)					
730003	R425	Funding in support of CLIN 7300 in the amount of \$39,225.00 TI-01 (O&MN,N)					
730004	R425	Funding in support of CLIN 7300 in the amount of \$131,662.00 TI-05 (APN)					
730005	R425	Funding in support of CLIN 7300 in the amount of \$123,400.00 TI-04 (Fund Type - OTHER)					
730006	R425	Funding in support of CLIN 7300 in the amount of \$258,450.00 TI-02 (FMS)					
730007	R425	Funding in support of CLIN 7300 in the amount of \$62,000.00 TI-02 (FMS)					
730008	R425	Funding in support of CLIN 7300 in the amount of \$100,000.00 TI-03 (FMS)					
730009	R425	Funding in support of CLIN 7300 in the amount of \$416,000.00 TI-02 (O&MN,N)					
730010	R425	Funding in support of CLIN 7300 in the amount of \$58,500.00 TI-02 (O&MN,N)					
730011	R425	Funding in support of CLIN 7300 in the amount of \$246,900.00 TI-03 (FMS)					
730012	R425	Funding in support of CLIN 7300 in the amount of \$135,000.00 TI-05 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730013	R425	Funding in support of CLIN 7300 in the amount of \$293,760.00 TI-02 (APN)					
730014	R425	Funding in support of CLIN 7300 in the amount of \$85,500.00 TI-07 (O&MN,N)					
730015	R425	Funding in support of CLIN 7300 in the amount of \$42,000.00 TI-07 (O&MN,N)					
730016	R425	Funding in support of CLIN 7300 in the amount of \$74,270.00 TI-05 (WPN)					
730017	R425	Funding in support of CLIN 7300 in the amount of \$946,995.00 TI-02 (APN)					
730018	R425	Funding in support of CLIN 7300 in the amount of \$305,000.00 TI-05 (APN)					
730019	R425	Funding in support of CLIN 7300 in the amount of \$40,000.00 TI-04 (Fund Type - OTHER)					
730020	R425	Funding in support of CLIN 7300 in the amount of \$900,000.00 TI-02 (O&MN,N)					
730021	R425	Funding in support of CLIN 7300 in the amount of \$11,000.00 TI-05 (APN)					
730022	R425	Funding in support of CLIN 7300 in the amount of \$120,960.00 TI-02 (APN)					
730023	R425	Funding in support of CLIN 7300 in the amount of \$35,000.00 TI-02 (O&MN,N)					
730024	R425	Funding in support of CLIN 7300 in the amount of \$22,000.00 TI-02 (O&MN,N)					
730025	R425	Funding in support of CLIN 7300 in the amount of \$649,500.00 TI-02 (APN)					
730026	R425	Funding in support of CLIN 7300 in the amount of \$406,318.00 TI-02 (APN)					
730027	R425	Funding in support of CLIN 7300 in the amount of \$36,600.00 TI-04 (RDT&E)					
730028	R425	Funding in support of CLIN 7300 in the amount of \$57,600.00 TI-05 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Labor for Option Period IV. The contractor shall provide support services in accordance with Section C. COST PLUS FIXED FEE (Fund Type - TBD) Option	1.0	LO			\$6,744,042.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Travel for the Base Period. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$77,590.73
900001	R425	Incremental funding in the amount of \$36,000.00 in support of TI 02 (O&MN,N)			
900002	R425	Incremental funding in the amount of \$7,500.00 in support of TI-01 (APN)			
900003	R425	Incremental funding in the amount of \$5,400.00 in support of TI-02 (APN)			
900004	R425	Incremental funding in the amount of \$4,500.00 in support of TI-05 (APN)			
900005	R425	Incremental funding in the amount of \$4,350.00 in support of TI-05 (PMC)			
900006	R425	Incremental funding in the amount of \$1,056.00 in support of TI-01 (RDT&E)			
9001	R425	Material/ODCs for the Base Period. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$848,891.15
900101	R425	Incremental funding in the amount of \$171,000.00 in support of TI 02 (O&MN,N)			
900102	R425	Incremental funding in the amount of \$30,516.00 in support of TI 01 (APN)			
900103	R425	Incremental funding in the amount of \$270,600.00 in support of TI 02 (APN)			
900104	R425	Incremental funding in the amount of \$5,675.00 in support of TI 05 (APN)			
900105	R425	Incremental funding in the amount of \$3,600.00 in support of TI 05 (RDT&E)			
900106	R425	Incremental funding in the amount of \$100,000.15 in support of TI 05 (Fund Type - OTHER)			
900107	R425	Incremental funding in the amount of \$5,000.00 in support of TI 05 (O&MN,N)			
900108	R425	Incremental funding in the amount of \$6,000.00 in support of TI 04 (WCF)			
900109	R425	Incremental funding in the amount of \$2,500.00 in support of TI 04 (WCF)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900110	R425	Incremental funding in the amount of \$4,000.00 in support of TI 04 (Fund Type - OTHER)			
900111	R425	Incremental funding in the amount of \$200,000.00 in support of TI 02 (APN)			
900112	R425	Incremental funding in the amount of \$5,000.00 in support of TI 05 (O&MN,N)			
900113	R425	Incremental funding in the amount of \$14,938.00 in support of TI 01 (APN)			
900114	R425	Incremental funding in the amount of \$15,875.00 in support of TI 04 (FMS)			
900115	R425	Incremental funding in the amount of \$544.00 in support of TI 04 (Fund Type - OTHER)			
9002		Deliverables for Base Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED			\$0.00
9100	R425	Travel for Option Period I. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$60,426.53
910001	R425	Incremental funding in the amount of \$12,600 in support of TI 02. Funding Type: FY 17 OM&N (O&MN,N)			
910002	R425	Incremental funding in the amount of \$3,600 in support of TI 02. Funding Type: FY 17 APN (APN)			
910003	R425	Incremental funding in the amount of \$6,000.00 in support of TI 01. Funding Type: FY 15 APN (APN)			
910004	R425	Incremental funding in the amount of \$9,000.00 in support of TI 03. Funding Type: FMS (FMS)			
910005	R425	Incremental funding in the amount of \$1,670.00 in support of TI 04. Funding Type: FY 17 RDT&E (RDT&E)			
910006	R425	Incremental funding in the amount of \$2,751.00 in support of TI 05. Funding Type: FY 17 APN (APN)			
910007	R425	Incremental funding in the amount of \$3,600 in support of TI 04. Funding Type: FY 17 FMS (FMS)			
910008	R425	Incremental funding in the amount of \$15,000 in support of TI 05. Funding Type: FY 17 APN 5 (APN)			
910009	R425	Incremental funding in the amount of \$3,000.00 in support of TI 04 (Funding Type: FY 17 O&M USAF) (O&MAFR)			
910010	R425	Incremental funding in the amount of \$3,200.00 in support of TI 05. Funding Type: RDT&E***De-obligate from \$3,200.00 by \$3,200.00 to \$0. (RDT&E)			
9101	R425	Material/ODCs for Option Period I. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$980,533.59
910101	R425	Incremental funding in the amount of \$6,125.00 in support of TI 005 (NWCF) (WCF)			
910102	R425	Incremental funding in the amount of \$94,449.00 in support of TI 02 (Funding Type: FY 17 OM&N) **This line SLIN has been reduced from \$94,449.00 by \$27,700.00 to \$66,749.00 (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910103	R425	Incremental funding in the amount of \$2,250.00 in support of TI 04 (Funding Type: WCF) (WCF)			
910104	R425	Incremental funding in the amount of \$200,200.00 in support of TI 02 (Funding Type: FY 17 APN) (APN)			
910105	R425	Incremental funding in the amount of \$20,891.00 in support of TI 01 (Funding Type: FY 15 APN) (APN)			
910106	R425	Incremental funding in the amount of \$3,600.00 in support of TI 03 (Funding Type: FMS) (FMS)			
910107	R425	Incremental funding in the amount of \$5,000.00 in support of TI 05 (Funding Type: FY 17 O&MN) (O&MN,N)			
910108	R425	Incremental funding in the amount of \$30,240.00.00 in support of TI 02 (Funding Type: FY 17 FMS) (FMS)			
910109	R425	Incremental funding in the amount of \$3,150.00 in support of TI 02 (Funding Type: FY 17 FMS) (FMS)			
910110	R425	Incremental funding in the amount of \$4,500.00 in support of TI 04 (Funding Type: FY 17 FMS) (FMS)			
910111	R425	Incremental funding in the amount of \$36,224.00 in support of TI 05 (Funding Type: FY 17 FMS)CASE: GY-P-GPL, RSN: 003, PDLI: 3Z0000, MILSTRIP: PGY04441478042 (FMS)			
910112	R425	Incremental funding in the amount of \$25,300.00 in support of TI 02 (Funding Type: FY 17 RDT&E) (RDT&E)			
910113	R425	Incremental funding in the amount of \$3,800.00 in support of TI 04 (Funding Type: FY 17 O&M,A) (Fund Type - OTHER)			
910114	R425	Incremental funding in the amount of \$2,100.00 in support of TI 04 (Funding Type: FY 17 O&M,A) (Fund Type - OTHER)			
910115	R425	Incremental funding in the amount of \$5,000.00 in support of TI 05 (Funding Type: FY 17 O&M,N) (O&MN,N)			
910116	R425	Incremental funding in the amount of \$600.00 in support of TI 04 (Funding Type: FMS) (FMS)			
910117	R425	Incremental funding in the amount of \$1,900.00 in support of TI 04 (Funding Type: FY 17 WCF) (WCF)			
910118	R425	Incremental funding in the amount of \$4,574.00 in support of TI 05 (Funding Type: FY 17 WCF) (WCF)			
910119	R425	Incremental funding in the amount of \$21,800.00 in support of TI 04 (Funding Type: FY 17 O&M USAF) ***De-Obligate from \$21,800 by \$3,000 to \$18,800 (O&MAFR)			
910120	R425	Incremental funding in the amount of \$58,000.00 in support of TI 05 CASE: KU-P-GGW RSN: 007 PDLI: 7BZ000 MILSTRIP: PKUA44 6292 6118 (Funding Type: FMS) (FMS)			
910121	R425	Incremental funding in the amount of \$88,600.00 in support of TI 05 CASE: AT-P-SCF, RSN: 012, PDLI: 12AZ00 MILSTRIP: PATV4460326056 (Funding Type: FMS) (FMS)			
910122	R425	Incremental funding in the amount of \$10,000.00 in support of TI 02 (Funding Type: FY 17 O&MN) (O&MN,N)			
910123	R425	Incremental funding in the amount of \$1,509.25 in support of TI 04 (Funding Type: FMS) (FMS)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910124	R425	Incremental funding in the amount of \$3,400.00 in support of TI 03 CASE: DE-P-SAE RSN: 011 PDLI: 11BZ00 MILSTRIP: PDEN4423556231 (FMS)			
910125	R425	Incremental funding in the amount of \$127,000.00 in support of TI 04 (Funding Type: FY 17 O&M USAF) (O&MAFR)			
910126	R425	Incremental funding in the amount of \$154,700.00 in support of TI 04 (Funding Type: FY17 Missile Procurement, Army (MPA)) (Fund Type - OTHER)			
910127	R425	Incremental funding in the amount of \$77,780.00 in support of TI 05 (Funding Type: O&MN) (O&MN,N)			
910128	R425	Incremental funding in the amount of \$18,541.34 in support of TI 05 (Funding Type: APN) (APN)			
9102		Deliverables for Option I Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED			\$0.00
9200	R425	Travel for Option Period II. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$76,600.00
920001	R425	Funding in the amount of \$3,000.00 in support of TI 05 (APN)			
920002	R425	Funding in the amount of \$3,600.00 in support of TI 02 (O&MN,N)			
920003	R425	Funding in the amount of \$7,500.00 in support of TI 01 (O&MN,N)			
920004	R425	Funding in the amount of \$16,000.00 in support of TI 04 (FMS)			
920005	R425	Funding in the amount of \$800.00 in support of TI 04 (Fund Type - OTHER)			
920006	R425	Funding in the amount of \$3,200.00 in support of TI 04 (Fund Type - OTHER)			
920007	R425	Funding in the amount of \$3,000 in support of TI 05 (RDT&E)			
920008	R425	Funding in the amount of \$9,900 in support of TI 01 (APN)			
920009	R425	Funding in the amount of \$6,000 in support of TI 05 (APN)			
920010	R425	Funding in the amount of \$9,000 in support of TI 02 (APN)			
920011	R425	Funding in the amount of \$9,600 in support of TI 04 (Fund Type - OTHER)			
920012	R425	Funding in the amount of \$5,000 in support of TI 05 (RDT&E)			
9201	R425	Material/ODCs for Option Period II. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$1,076,842.00
920101	R425	Funding in the amount of \$22,144.00 in support of TI 02 (Fund Type - OTHER)			
920102	R425	Funding in the amount of \$12,500.00 in support of TI 05 (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920103	R425	Funding in the amount of \$82,727.00 in support of TI 02 (O&MN,N)			
920104	R425	Funding in the amount of \$82,727.00 in support of TI 02 (APN)			
920105	R425	Funding in the amount of \$30,660.00 in support of TI 01 (O&MN,N)			
920106	R425	Funding in the amount of \$5,000.00 in support of TI 03 (FMS)			
920107	R425	Funding in the amount of \$47,000.00 in support of TI 04 (Fund Type - OTHER)			
920108	R425	Funding in the amount of \$12,000.00 in support of TI 04 (Fund Type - OTHER)			
920109	R425	Funding in the amount of \$4,800.00 in support of TI 04 (FMS)			
920110	R425	Funding in the amount of \$7,700.00 in support of TI 04 (Fund Type - OTHER)			
920111	R425	Funding in the amount of \$17,000.00 in support of TI 05 (FMS)			
920112	R425	Funding in the amount of \$5,800.00 in support of TI 04 (Fund Type - OTHER)			
920113	R425	Funding in the amount of \$29,200.00 in support of TI 05 (RDT&E)			
920114	R425	Funding in the amount of \$21,929.00 in support of TI 02 (APN)			
920115	R425	Funding in the amount of \$2,900.00 in support of TI 01 (APN)			
920116	R425	Funding in the amount of \$16,494 in support of TI 05 (APN)			
920117	R425	Funding in the amount of \$14,800 in support of TI 02 (APN)			
920118	R425	Funding in the amount of \$3,800 in support of TI 04 (Fund Type - OTHER)			
920119	R425	Funding in the amount of \$2,100 in support of TI 04 (Fund Type - OTHER)			
920120	R425	Funding in the amount of \$1,800 in support of TI 04 (WCF)			
920121	R425	Funding in the amount of \$12,000 in support of TI 05 (APN)			
920122	R425	Funding in the amount of \$15,500 in support of TI 02 (APN)			
920123	R425	Funding in the amount of \$300 in support of TI 04 (Fund Type - OTHER)			
920124	R425	Funding in the amount of \$29,282 in support of TI 05 (WCF)			
920125	R425	Funding in the amount of \$1,800 in support of TI 04 (Fund Type - OTHER)			
920126	R425	Funding in the amount of \$1,200 in support of TI 04 (Fund Type - OTHER)			
920127	R425	Funding in the amount of \$15,370 in support of TI 03 (FMS)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920128	R425	Funding in the amount of \$700 in support of TI 02 (O&MN,N)			
920129	R425	Funding in the amount of \$128,474.00 in support of TI 05 (WPN)			
920130	R425	Funding in the amount of \$19,200.00 in support of TI 02 (O&MN,N)			
920131	R425	Funding in the amount of \$218,952.00 in support of TI 03 (FMS)			
920132	R425	Funding in the amount of \$210,983.00 in support of TI 03 (FMS)			
9202		Deliverables for Option II Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED			\$0.00
9300	R425	Travel for Option Period III. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$285,490.03
930001	R425	Funding in support of CLIN 9300 in the amount of \$20,500.00 TI-01 (O&MN,N)			
930002	R425	Funding in support of CLIN 9300 in the amount of \$6,279.00 TI-01 (O&MN,N)			
930003	R425	Funding in support of CLIN 9300 in the amount of \$3,000.00 TI-05 (APN)			
930004	R425	Funding in support of CLIN 9300 in the amount of \$2,000.00 TI-04 (Fund Type - OTHER)			
930005	R425	Funding in support of CLIN 9300 in the amount of \$6,000.00 TI-02 (O&MN,N)			
930006	R425	Funding in support of CLIN 9300 in the amount of \$6,000.00 TI-03 (FMS)			
930007	R425	Funding in support of CLIN 9300 in the amount of \$9,000.00 TI-02 (APN)			
930008	R425	Funding in support of CLIN 9300 in the amount of \$4,500.00 TI-07 (O&MN,N)			
930009	R425	Funding in support of CLIN 9300 in the amount of \$9,000.00 TI-05 (APN)			
930010	R425	Funding in support of CLIN 9300 in the amount of \$6,000.00 TI-05 (APN)			
930011	R425	Funding in support of CLIN 9300 in the amount of \$6,900.00 TI-04 (RDT&E)			
930012	R425	Funding in support of CLIN 9300 in the amount of \$6,400.00 TI-05 (RDT&E)			
9301	R425	Material/ODCs for Option Period III. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$801,838.86
930101	R425	Funding in support of CLIN 9301 in the amount of \$17,160.00 TI-01 (O&MN,N)			
930102	R425	Funding in support of CLIN 9301 in the amount of \$8,918.80 TI-01 (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
930103	R425	Funding in support of CLIN 9301 in the amount of \$600.00 TI-04 (Fund Type - OTHER)			
930104	R425	Funding in support of CLIN 9301 in the amount of \$28,590.00 TI-02 (FMS)			
930105	R425	Funding in support of CLIN 9301 in the amount of \$6,880.00 TI-02 (FMS)			
930106	R425	Funding in support of CLIN 9301 in the amount of \$24,342.00 TI-03 (FMS)			
930107	R425	Funding in support of CLIN 9301 in the amount of \$40,599.00 TI-02 (O&MN,N)			
930108	R425	Funding in support of CLIN 9301 in the amount of \$6,500.00 TI-02 (O&MN,N)			
930109	R425	Funding in support of CLIN 9301 in the amount of \$24,342.00 TI-03 (FMS)			
930110	R425	Funding in support of CLIN 9301 in the amount of \$15,000.00 TI-05 (O&MN,N)			
930111	R425	Funding in support of CLIN 9301 in the amount of \$23,500.00 TI-07 (O&MN,N)			
930112	R425	Funding in support of CLIN 9301 in the amount of \$11,500.00 TI-07 (O&MN,N)			
930113	R425	unding in support of CLIN 9301 in the amount of \$105,715.00 TI-02 (APN)			
930114	R425	Funding in support of CLIN 9301 in the amount of \$12,000.00 TI-05 (APN)			
930115	R425	Funding in support of CLIN 9301 in the amount of \$1,900.00 TI-04 (Fund Type - OTHER)			
930116	R425	Funding in support of CLIN 9301 in the amount of \$100,000.00 TI-02 (O&MN,N)			
930117	R425	Funding in support of CLIN 9301 in the amount of \$3,000.00 TI-05 (APN)			
930118	R425	Funding in support of CLIN 9301 in the amount of \$13,440.00 TI-02 (APN)			
930119	R425	Funding in support of CLIN 9301 in the amount of \$6,619.52 TI-02 (O&MN,N)			
930120	R425	Funding in support of CLIN 9301 in the amount of \$48,500.00 TI-02 (APN)			
930121	R425	Funding in support of CLIN 9301 in the amount of \$69,676.00 TI-02 (APN)			
930122	R425	Funding in support of CLIN 9301 in the amount of \$1,000.00 TI-04 (RDT&E)			
9302		Deliverables for Option III Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED			\$0.00
9400	R425	Travel for Option Period IV. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$294,042.31

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9401	R425	Material/ODCs for Option Period IV. The contractor shall provide support services in accordance with Section C. COST ONLY (Fund Type - TBD)	1.0	LO	\$818,021.98
		Option			
9402		Deliverables for Option IV Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED			\$0.00

The Level of Effort is a term type CPFF task order.

Cost Plus Fixed-Fee CLINs are: Labor CLINs 7000, 7100, 7200, 7300, and 7400.

Cost Reimbursement Only and NON-FEE BEARING CLINs are: Other Direct Costs: Travel CLINs 9000, 9100, 9200, 9300, and 9400; and Material/ODCs CLINs 9001, 9101, 9201, 9301, and 9401; No Cost Data CLINs are: 9002, 9102, 9202, 9302, and 9402.

For informational purposes only, the Government Estimate per period is as follows:

Labor Category Estimated Hours for Each Year

Labor Category	Base	Opt I	Opt II	Opt III	Opt IV
Engineering Tech III	████	████	████	████	████
Logistics Analyst	████	████	████	████	████
Engineer/Scientist III	████	████	████	████	████
Quality Assurance Specialist	██	██	██	██	██
Engineer/Scientist V	████	████	████	████	████
Drafter/CAD Operator IV	██	██	██	██	██
Configuration Mgmt Analyst	██	██	██	██	██
Software Engineer Senior	████	████	████	████	████
Technical Writer III	██	██	██	██	██
Program Analyst	████	████	████	████	████
Program Manager	████	████	████	████	████
Administrator, Associate	████	████	████	████	████
Conf. Management Specialist*	██	██	██	██	██

Contract/Purchasing Specialist*	████	████	████	████	████
Maintenance Logistician*	████	████	████	████	████
Supply Logistician*	████	████	████	████	████
Logistician*	████	████	████	████	████
Operations Research Analyst*	████	████	████	████	████
Program/Budget Analyst*	████	████	████	████	████
Technician*	████	████	████	████	████
Project Manager*	████	████	████	████	████
Systems Engineer*	████	████	████	████	████
Admn Asst/Clerical*	████	████	████	████	████
Project Control*	████	████	████	████	████
Total Hours Per Year	████	████	████	████	████
Total Hours Over 5 Year Period	████				

Note: * Denotes labor categories in support of COSIS.

Travel/Material/ODCs Estimate

CLIN	Travel	Material/ODCs	Total
9000	\$261,995.33		\$261,995.33
9001		\$754,122.42	\$754,122.42
9100	\$269,610.15		\$269,610.15
9101		\$771,349.97	\$771,349.97
9200	\$277,436.62		\$277,436.62
9201		\$786,369.51	\$786,369.51
9300	\$285,490.03		\$285,490.03
9301		\$801,838.86	\$801,838.86
9400	\$294,042.31		\$294,042.31
9401		\$818,021.98	\$818,021.98

Note: For proposal purposes all offerors shall use the estimated labor categories, labor hours, travel, and material costs.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVESEA)(DEC 1995) (Applicable at Task Order Level)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded.

For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

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

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 [REDACTED] 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.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012) - ALT I (JUN 2013)

(a) The level of effort estimated to be ordered during the term of this contract/order is [REDACTED] man-hours of direct labor including authorized subcontract labor, if any. The estimated composition of the total man-hours of direct labor by classification is as follows: [\[See Section B Above\]](#)

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate, either upward or downward, by no more than ten (10%) percent of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

- (1) requiring the contractor to continue to perform until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or
- (2) effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than ninety (90%) percent of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Item Labor (CLIN 7000) and Option Items (CLINs 7100, 7200, 7300, and 7400). The Contractor shall provide SERVICES in accordance with Section C-Statement of Work (SOW) for Engineering, Technical and Management Support Services to AIR 4.8.6 and 4.8.7, unless otherwise specified.

Item MATERIAL (CLIN 9001) and Option Items (CLINs 9101, 9201, 9301, and 9401). The Contractor shall provide MATERIAL in support of CLINs 7000, 7100, 7200, 7300, and 7400 in accordance with the SOW below.

Item TRAVEL (CLIN 9000) and Option Items (CLINs 9100, 9200, 9300, and 9400). The Contractor shall provide TRAVEL in support of CLINs 7000, 7100, 7200, 7300, and 7400 in accordance with the SOW below.

Item DELIVERABLES (CLIN 9002) and Option Items (CLINs 9102, 9202, 9302, and 9402). The Contractor shall provide DATA as specified in Exhibit A - Contract Data Requirements List (CDRLs) for A001-A004, as required in the SOW below.

1.0 SCOPE. This Statement of Work (SOW) sets forth the requirements for non-personal professional engineering, technical and management support services in the areas of engineering and technical support services, scientific/engineering analysis and studies, test and evaluation, technical data support, field engineering, integrated logistics support, configuration management, management support services, and data management support. These services are in support of a wide variety of systems discussed below, as well as overall management support services performed in support of the NAVAIR Lakehurst Support Equipment Engineering Division, Code 4.8.6 Indianapolis Site and NAWCWD 4.7

1.1 BACKGROUND. NAWCAD 4.8.6 Indianapolis Site's mission is to provide the Military with Rapid Deployment Capability for emerging Technology and urgent Fleet needs. This is accomplished through the following program elements:

- Engineering Analysis
- Aircraft System Integration
- Spiral Development
- Prototype Development
- Software / Hardware Design and Fabrication
- Operational Assessment and Testing
- Integrated Logistics Support (ILS)
- Interim Depot / Performance Based Logistics
- Acquisition support

While NAWCAD 4.8.6 performs a broad range of tasks for military programs, its primary missions are associated with PMA-260's Common Support Equipment Division. The main assets and programs supported include, but are not limited to:

1.1.1 AN/AWM-103 Stores Management Subsystem Test Set (SMSTS). NAWCAD 4.8.6 is designated as the lead Design and Development activity for the AN/AWM-103 Stores Management Subsystem Test Set (SMSTS). The AN/AWM-103 is a release and control test set used for pre-flight operational checks of various missile and ordnance launch interfaces on aircraft both ashore and afloat.

1.1.2 AWM-102A Stray Voltage Tester. NAWCAD 4.8.6 is tasked with sustainment support for the AWM-102A Stray Voltage Tester. The AWM-102A is an Organizational-Level test set used ashore and on carrier flight and hangar decks. The AN/AWM-102A measures stray voltages and proper firing voltage at CAD breeches and firing circuit interfaces. Platform Users: AH-1, F/A-18, AV-8B, P-3, S-3, SH-60, F-14, EA-6B, V-22, & C-130.

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1.1.3 USM-715 Rocket Pod Tester. NAWCAD 4.8.6 is designated as the lead Design and Development activity for the AN/USM 715 Rocket Launcher Test Set. The USM-715 tests a rocket launcher by simulating both the aircraft/host platform and the rocket (motor) within each tube. This testing process ensures that the rocket will not launch until commanded.

1.1.4 Common Aircraft Armament Test Set (CAATS). NAWCAD 4.8.6 is designated as the lead Design and Development activity for the Common Aircraft Armament Test Set. CAATS is an Intermediate-level test set used to test and diagnose bomb racks, aircraft pylons, missile launchers, and weapon rails. CAATS supports all Ordnance Delivery aircraft bomb racks and missile launchers. CAATS will also support Future/Smart Adapter Interfaces. The CAATS will replace the existing Common Rack and Launcher Test Set (CRALTS).

1.1.5 Common Rack and Launcher Test Set (CRALTS). The A/E37T-35A Common Rack and Launcher Test Set (CRALTS) is used by the Navy and Marine Corps to test bomb racks, pylons, missile launchers, and rocket launchers. The CRALTS is a Go/No-Go test system used in an intermediate level (I-level) maintenance environment. The test set is a fully integrated control system, power supply, and display with cables and adapters used to connect to a Unit Under Test (UUT). NAWCAD 4.8.6 is tasked with software support and interconnecting cables / adapter development.

1.1.6 AN/ALQ-99 Tactical Jamming System Pod. NAWCAD 4.8.6 is tasked to support integration of the AN/ALQ-99 Tactical Jamming System Pod on the EA-18G Growler. NAWCAD 4.8.6 designed / developed the Pod Interface Unit (PIU) to provide point-of-use distributed I/O in the ALQ-99 Pod. Tasking requires PIU sustainment support, performing software support activity functions, and technical modifications as required.

1.1.7 Launcher Test Stand (LTS). NAWCAD 4.8.6 is designated as the lead Design and Development activity for the LTS which was developed for the US Army for M299 HELLFIRE Launcher testing as well as the M36 training missile. This designation includes aircraft test instrumentation and the development of special test equipment for operational aircraft systems and armament/ordnance testing.

1.1.8 AWM-101A Hellfire Missile Test Set. NAWCAD 4.8.6 is designated as the lead sustainment activity for the AWM-101A Test Set developed for US Army. The AN/AWM-101A is a release and control test set used for pre-flight operational checks for Hellfire missiles interfaces on multiple US Army aircraft.

1.1.9 AWM-101B Hellfire Missile Test Set. NAWCAD 4.8.6 is designated as the lead Design and Development activity for the AWM-101B Test Set developed for US Army. The AN/AWM-101B is a release and control test set used for pre-flight operational checks for Hellfire missiles interfaces on multiple US Army aircraft. The AWM-101B will replace the AWM-101A for all US Army Hellfire applications.

1.1.10 Mobile Automated Verification Unit (MAVU). NAWCAD 4.8.6 is designated as the lead Design and Development activity for The MAVU. The MAVU verifies US Army and Navy test equipment to confirm proper operation of a wide variety of weapons systems - HELLFIRE, torpedo and Sidewinder. The MAVU uses proven, industry standard commercial measurement components to automate the verification routines for each model of military support test equipment.

1.1.11 Aircraft Armament Equipment (AAE). NAWCWD 4.7 Indianapolis is designated as the Technical Program Office (TPO) for PMA-201 supporting Aircraft Armament Equipment (AAE) and Aircraft Life Support Systems (ALSS), encompassing the life cycle support of bomb racks, missile launchers, and aircraft survival radios. Tasking includes but not limited to analysis, development, product & platform integration, contracting, financial management, acquisition support, data package validation, procurement, production support, item fielding, product improvement, in-service technical support, Integrated Logistics Support, inventory management, Care of Supplies in Storage (COSIS), testing, and modification.

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1.1.11.1 Staging Facility. The Contractor shall provide logistics and maintenance services for the Navy's Precision Strike Weapons Program (PMA-201) AAE Technical Program Office (TPO) managed products. The services of this task instruction primarily focus, but are not limited to the receipt, storage, staging, and re-distribution of AAE items to/for the TPO, PMA-201, and the AAE Review Center (ARC). The Contractor will be responsible for managing up to 6000/each individual AAE items consisting of approximately one hundred different configurations, as well as several hundred individual part numbers of supporting parts and assemblies.

1.1.11.2 Care of Supplies in Storage (COSIS). Store and perform COSIS on a GFE inventory of up to 6,000 bomb racks, missile launchers, and associated equipment. The contractor will store the equipment in contractor provided space that provides an appropriate, secured environment for the material. Following GFI procedures augmented with contractor developed processes and sound commercial practices, the Contractor shall ensure that material is appropriately preserved and stored to prevent deterioration beyond normal aging. The COSIS tasks include, but are not limited to, receiving, inspection, testing, preservation, packaging, and shipping of the GFE. Location of the Staging facility must be such that AAE GFE inventory can be delivered within 2 hours to the AAE Review Center (ARC) detailed in section 1.1.11.1 above.

1.1.12 Contractor Facility The contractor shall also provide the necessary facilities, equipment, personnel, and materials for the performance of the above program elements. Contractor personnel will have access to classified equipment and information, with the potential of being exposed to Secret. These tasks may require the contractor to travel to test and manufacturing locations and to meetings, presentations, and conferences. In addition, the contractor shall provide office space for up to 21 government employees serving as the Resident Engineering Support Group (NAWCAD 4.8) and AAE Technical Program Office (NAWCWD 4.7).

1.1.13 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY/MATERIAL (GFE)(GFP)(GFM). The Contractor will be provided Government property as necessary to perform tasks stated in Section 3.0 of this SOW GFP provided to the Contractor shall be accompanied by a TOM-approved Government issued property pass prior to taking off Center.

2.0 APPLICABLE DOCUMENTS. The following documents of the revision or issue in effect at the date of Task Order or as otherwise specified by the Task Order form a part of this SOW to the extent described herein. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

The Contractor shall recognize DoD's intent to utilize industry and/or commercial standards where possible. During the period of performance of this contract the DoD documents noted may be replaced by industry standards. Subsequently, the Contractor shall recommend for government approval, utilization of those industry/commercial standards where possible during the remaining performance of this contract. It is noted that since this contract is in direct support of a wide variety of weapon systems, subsystem, equipment and components, DoD standards may apply even if superseded and/or replaced by industry/commercial standards.

2.1 SPECIFICATIONS.

MIL-D-81992B	Directives, Technical: Preparation of Microfilming of Engineering Data, 35mm, Requirements for Specifications, Types, and Forms Human Engineering Requirements For Military Systems, Equipment, and Facilities
MIL-M-9868D (2)	
MIL-STD-961E	
MIL-STD-46855A	

2.2 STANDARDS.

DOD-STD-2101	Classification of Characteristics
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ISO 9001:2008	Quality management systems - Requirements
IEEEEC63.14	Definitions and System of Units, Electromagnetic Interference Technology
MIL-STD-129P	Marking for Shipment and Storage
MIL-STD-130	Identification Marking of U.S. Military Property
MIL-HDBK-781A	Handbook for Reliability Test Methods, Plans, and Environments for Engineering Development, Qualification, and Production.
EIA-649	National Consensus Standards for Configuration Management
MIL-STD-1472G	Human Engineering Design Criteria for Military Systems, Equipment and Facilities
MIL-HDBK-502	Acquisition Logistics
MIL-STD-461F	Electromagnetic Emission and Susceptibility Requirements for the Control of Electromagnetic Interference
NTIA	Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management
MIL-HDBK-470A	Designing and Developing Maintainable Products and Systems
MIL-DTL-24784/7C	Technical Repair Standards (TRS) for Hull, Mechanical, and Electrical (HM&E) Equipment, Electronic Equipment, and Ordnance Equipment
MIL-STD-882E	System Safety Program Requirements
MIL-STD-961E	Specification Practices
GEIA-STD-0007-B	Logistics Product Data
DOD-STD-1768	Development of Depot Technical Data, Procedures for
DoD 5220.22-M	National Industrial Security Program Operating Manual
MIL-STD-881C	Work Breakdown Structures for Defense Materiel Items
MIL-T-24742 (SH)	Technical Repair Standards - Electronic (2Z/4G/6G/7Z/7G Repairables)

2.3 OTHER PUBLICATIONS AND REGULATIONS.

29 CFR 1910.1200	OSHA Hazard Communication Standard
40 CFR	Protection of the Environment
49 CFR 173.2	Forbidden Material and Packages
AL-082AA-LPS-080	Naval Air Systems Command Logistics System Process Specification
ASME Y 14.5	Dimensioning and Tolerancing
NISO Z39.18	Scientific and Technical Reports - Preparation and Production, Presentation, and Preservation
JTR	Joint Travel Regulations (Civilian)
MIL-STD-3007F	Standard Practice for Unified Facilities Criteria and Unified Facilities Guide Specifications
MIL-HDBK-217F	Reliability of Prediction of Electronic Equipment
MIL-HDBK-235-1 C	Military Operational Electromagnetic Environment Profiles Part 1C General Guidance
MIL-HDBK-237D	Electromagnetic Environmental Effects and Spectrum Certification Guidance for the Acquisition Process
MIL-HDBK-245D	Preparation of Statement of Work
MIL-HDBK-259	Life Cycle Cost in Navy Acquisitions
MIL-HDBK-472	Maintainability Prediction
Notice 1	
NAVFAC 11320.22	Naval Shore Establishment Fire Protection/Prevention Program
NAVFAC P-442	Economic Analysis Handbook
NAVFAC P-80	Facility Planning Factors for Naval Shore Activities
NAVSUP Pub 506	Information Processing Standards
SSP17720-4B	Reporting Requirements for SSP Contracts and Cost Schedule Control Systems Criteria

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NAVSEAINST 5400.57	ENGINEERING AGENT SELECTION, ASSIGNMENT, RESPONSIBILITY, TASKING AND APPRAISAL
NAVAIR 5400.23C	QUALITY ASSURANCE PROGRAM OF THE NAVAL AIR SYSTEMS COMMAND
SAE AIR4845	FMECA Process in the Concurrent Engineering (CE) Environment
ECSS Q-ST-30-02C	Failure modes, effects (and criticality) analysis (FMEA/FMECA)
NAWCADLKE- DDR-486600-0002	Support Equipment Drawing Practices
NAVSEAINST 4130.12B	CONFIGURATION MANAGEMENT (CM) POLICY AND GUIDANCE
MIL-STD-31000	TECHNICAL DATA PACKAGES
NAVSEAINST 4790.3B	POLICY AND RESPONSIBILITY FOR PROCESSING PLANNED MAINTENANCE SYSTEM (PMS) TECHNICAL FEEDBACK REPORTS
DOD-D-4245.7	TRANSITION FROM DEVELOPMENT TO PRODUCTION
DOD-D-4151.9	DOD TECHNICAL MANUAL PROGRAM MANAGEMENT
OPNAVINST 5000.49	DEFENSE ACQUISITION BOARD

3.0 Requirements. Work to be performed, required data deliverables, and applicable governing documents shall be specifically described in Task Orders to be placed against the contract by the Contracting Officer and shall be within the parameters of one or more of the general tasks listed below. As required by Task Order, the Contractor shall furnish all labor, facilities, material, and equipment except for that material, facilities, and equipment to be provided by the Government as Government Furnished Information (GFI), Government Furnished Material (GFM), Government Furnished Property (GFP), and Government Furnished Equipment (GFE). The Contractor shall collect, analyze, assess, prepare, review, recommend, evaluate, develop, inspect, validate, and deliver data as required by Task Order. The Contractor shall prototype, prepare for modification and installation, modify, install, test, and monitor systems, subsystems, equipment and components as required by Task Order. The Contractor shall assess problems, recommend corrective actions, make modifications, and test and monitor in accordance with Task Orders. The Contractor shall provide microfilming, digital scanning, security and graphic arts services as required by Task Order. The Contractor shall prepare documentation and perform software development, and maintenance training in the area of Life Cycle Management (LCM) for computer Automated Information System (AIS).

Some tasking may be performed via telework. The majority of the tasking will require an on-site workforce but some non-recurring tasks could be performed by teleworking. The government would not expect teleworking to exceed 10% of the total tasking performed.

3.1 ENGINEERING AND TECHNICAL SUPPORT SERVICES. As specified by Task Order, the Contractor shall provide engineering and technical support for the design, development, integration, test, evaluation, and engineering related logistics for the procurement, production, maintenance, disposal (life-cycle management) and related services for NAWCAD 4.8.6 related systems, subsystems, equipment and components. These tasks include, but are not limited to: AWM-103 Stores Management Subsystem Test Set (SMSTS), Launcher Test Stand (LTS), Common Rack and Launcher Test Set (CRALTS A/E 37T-35), AWM-101A O-Level Release and Control Test Set, AWM-101B O-Level Release and Control Test Set, Common Aircraft Armament Test Set (CAATS), AN/ALQ-99 Tactical Jammer System – Pod Interface Unit, Mobile Automated Verification Unit (MAVU), Aircraft Armament Equipment (AAE), USM-715 Rocket Pod Tester, AWM-102A Stray Voltage Tester. Engineering support requires prototype design; prototype, developmental, qualification and OPEVAL fabrication and testing, product engineering, ordnance to electronics integration, test fixture design and prototyping, value engineering, systems integration, reverse engineering, safety and failure analysis, demilitarization/ disposal engineering, repairs both at NAWCAD 4.8.6 Division and in other locations and other functions as described in NAVSEAINST 5400.57.

3.1.1 Quality Assurance Support. The Contractor shall provide the Quality Assurance services identified in ISO 9001 for requirements and other specifications and standards as may be specified by Task Order

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(e.g., NAVSEA OD 46574, NAVAIRINST 5400.23C POLICY AND RESPONSIBILITY FOR PROCESSING PLANNED MAINTENANCE SYSTEM (PMS) TECHNICAL FEEDBACK REPORTS, MARINE CORPS ORDER 4855.2, AR 702-4, ISO 9000 and related documents). With respect to systems, subsystems, equipment and components, these services may apply to any or all of the life cycle phases of the product. This requires the following: conceptual design phase, demonstration and validation phase, full scale engineering phase, production/deployment and operational support (new build as well as repair and refurbishment) phase, logistic support and disposal phase. Services provided by the Contractor shall be in response to a quality assurance package of requirements identified by the individual Task Order. The requirements associated with a given Task Order may relate to the product, process, procedures, personnel, plant and/or plans identified with a specific body of work. The requirements package will be derived from a list of requirements defined in the individual Task Orders

3.1.2 Quality Assurance Analyses. The Contractor shall perform quality assurance analyses and prepare quality assurance planning documentation on systems, subsystems, equipment and components as specified by Task Order and provide reports with recommendations and supporting data to the Government. These tasks require the assimilation of quality assurance data, preparation of quality assurance plans, evaluation of quality assurance data supplied by the Government, and other related tasks in accordance with ISO 9001 and as required by Task Order. The Contractor shall also attend quality assurance program reviews on specified systems, subsystems, equipment and components; record and report any discrepancies/ problems, and formulate recommendations, along with their respective justifications, to resolve these discrepancies/ problems.

3.1.3 Systems Integrations. As required by Task Order, the Contractor shall identify and document data to ensure system, subsystem, equipment and component compatibility; identify and provide recommended solutions to interface problems; review and monitor system tolerances; perform system tests to assess performance, safety, operability, reliability and maintainability; and review engineering change proposals for impact on systems interface in accordance with Government furnished information. The Contractor shall record all recommendations made to the Government and annotate with rationale and justification all assumptions used to arrive at the recommendations.

3.1.4 Acquisition Engineering. As required by Task Order, the Contractor shall review and prepare technical specifications in support of procurements in accordance with Government furnished information. The Contractor shall analyze design data to determine defects detracting from system, subsystem, equipment or component's capability to perform to its intended operational requirements and to satisfy all specification requirements. The Contractor shall review production engineering changes, waivers, deviations, and/or alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life-cycle cost. The Contractor shall also prepare independent cost estimates with detailed supporting schedules in accordance with MIL-HDBK-259 and perform, as specified by Task Order, production cost estimate analyses and provide the Government with justification for any recommendations made.

3.1.5 Maintenance Engineering. As specified by Task Order, the Contractor shall develop and maintain maintenance concepts tasks and criteria for all levels of maintenance; perform design reviews and test evaluations to minimize maintenance support; define tasks to be performed at all levels of maintenance; prepare or evaluate technical documentation such as repair standards, drawings, specifications, test plans and procedures, and allowance parts lists; compare or review maintenance facility design criteria; develop or review personnel training criteria; develop or review provisioning of parts; establishing part replacement factors and source maintenance and recoverability coding; review production engineering changes for impact on maintenance support; prepare/review installation design and physical layout for reliability and ease of maintenance; and develop or review installation standards and practices. The Contractor shall develop maintenance concepts and criteria in accordance with applicable documents identified in individual Task Orders and provide to the Government all justification for any assumptions used.

3.1.6 Reverse Engineering. As specified by Task Order, the Contractor shall perform reverse

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engineering on NAWCAD 4.8.6 related systems, subsystems, equipment and components and deliver to the Government a design disclosure technical data package meeting the requirements of MIL-STD-31000, DOD-STD-2101, and ASME Y 14.5. The Government will provide to the Contractor one or more copies each, unless stated otherwise, of the systems, subsystems, equipment and components and all available documentation. Details concerning the substitution of piece parts and requirements concerning logistic equivalency (exact reproductions) will be provided by Task Order. As required by the Task Order, the Contractor shall produce prototypes of hardware resulting from reverse engineering. Prototype quantity shall not exceed the quantity necessary for validation and will be specified by the Task Order.

3.1.7 Manufacturing Engineering and Technology Support. As required by Task Order, the Contractor shall prepare manufacturing procedures and/or processes for systems, subsystems, equipment and components. The Contractor shall perform manufacturing engineering and technology services related to the following delineated tasks:

- a. Design (manual and Computer Aided Drafting (CAD)/Computer Aided Manufacturing (CAM) of electro-mechanical or mechanical items.
- b. Equipment and facility requirement studies and planning.
- c. Production cost estimating.
- d. Production "make-or-buy" decision-making analysis.
- e. Production capability assessment studies and surveys.
- f. Production engineering.
- g. Production/process evaluation.
- h. Manufacturing process development.
- i. Development of CAD or CAD/CAM media.

3.1.8 Safety Engineering. As specified by Task Order, the Contractor shall prepare system safety program plans, safety site surveys/plans, tracking procedures, hazard lists, hazard analyses, safety evaluation and testing plans/procedures, reports, safety related ECPs, and other safety and hazard engineering documents. As specified by Task Order, the Contractor shall evaluate and annotate Government furnished system safety program plans, tracking procedures, hazard lists, safety evaluation and testing plans/procedures, reports, safety-related ECPs, and other safety and hazard engineering documents. Evaluation shall be for compliance with MIL-STD-882E and other specified requirements. The Contractor shall recommend changes to documents to more precisely define safety objectives and facilitate their translation into functional hardware and software. The Contractor shall attend System Safety Program Reviews and monitor Hazard Tracking and Risk Resolution efforts. The Contractor shall also perform safety analyses on systems, subsystems, equipment and components and provide the Government with reports concerning their safety hazards, potential safety hazards, and possible solutions.

3.1.9 Human Engineering. As required by the Task Order, the Contractor shall evaluate and annotate Government furnished human engineering program plans, analysis reports, test plans/procedures, and other human engineering related documentation. Evaluation shall be for compliance with MIL-STD-46855A. The Contractor shall check engineering drawings for design compliance with MIL-STD-1472G, report discrepancies, and submit recommendations with supporting evidence for resolution. The Contractor shall attend human engineering reviews and demonstrations, testing, and mockup/model reviews: record discrepancies; and formulate recommendations for resolution.

3.1.10 Demilitarization Engineering. As specified by Task Order, the Contractor shall prepare/review explosive item demilitarization plans and procedures for compliance with NAVSEAINST 4570.1 and prepare recommendations for Design Agents to incorporate safe reliable means to prepare explosive components for disposal.

3.1.11 Engineering Change Kits. As specified by Task Order, the Contractor shall develop, assemble using GFM, deliver and install Engineering Change Kits in accordance with MIL-D-81992B. Contractor may, for example, be tasked to install kits system-wide, or on selected NAWCAD 4.8.6 System, or in accordance with a Notice of Revision (NOR) or other change directive, including rework or other needed

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modifications. Source material, special equipment, and tools may be provided to the Contractor as GFI and GFM.

3.1.12 Engineering Change Proposal (ECP) Preparation. The Contractor shall prepare, review, analyze, and assess Engineering Change Proposals from documentation provided as GFI and make recommendations for Engineering Change Orders and Technical Directives with supporting rationale. As specified by Task Order, the Contractor shall develop, prepare, validate, and deliver ECPs in accordance with EIA-649 and shall also develop, prepare, validate, and deliver engineering change Technical Directives (TDs) per MIL-D-81992B.

3.1.13 Meeting Representation. As specified by Task Order, the Contractor shall provide qualified personnel to attend design reviews, technical problem meetings, user conferences, and program status reviews. The Contractor may represent the government at meetings in the capacity of an advisor, presenter, expert, listener, and minutes/note keeper; however the Contractor shall never function for the government in voting or other decision-making capacity. The individuals shall present briefings and record and distribute minutes. Action items or short term specific assignments resulting from these meetings requiring performance by the Contractor will be amended to the Task Order or tasked by a separate Task Order.

3.1.14 Design Engineering. On NAWCAD 4.8.6 related systems, subsystems, equipment and components as specified by Task Order, the Contractor shall develop and/or fabricate engineering design, development, qualification, OPEVAL and production prototypes; modify original designs; identify and/or complete design validation testing; prepare technical data packages, product assurance and safety requirements; prepare maintenance support documentation; review engineering changes, waivers and deviations for impact on design, performance, safety, and producibility; develop test equipment, tools, jigs and fixtures to support production acceptance, life-cycle quality evaluation and maintenance of systems, subsystems, equipments, and components. Prototypes are component, fixture or equipment or group of equipments. This definition is not limited to one (1) item but is of sufficient quantity to validate the design. Exact numbers may vary. Repair, change and/or modification may be required to perfect the design.

3.1.15 Design Review. The Contractor shall review and evaluate NAWCAD 4.8.6 related system, subsystem, equipment and component designs provided as Government furnished information to establish compliance with mission and other specified requirements. This requires analyses to identify potential impacts on performance, reliability, containability, user interface, logistics, schedule, and cost. The Contractor shall attend design review meetings as required by the individual Task Orders. The Contractor shall provide a written evaluation of design or design changes as specified by Task Order, along with the rationale after completing the analysis.

3.1.16 Production Engineering Support and Evaluation. The Contractor shall ensure that sufficient data has been generated for systems, subsystems, equipment and component reproducibility, shall perform production related engineering tasks, and shall evaluate system, subsystem, equipment and component manufacturing proposals in accordance with specifications delineated in the Task Order. The Contractor shall evaluate and develop procedures and acceptance criteria for test and evaluation; maintenance and logistics requirements; and manufacturing processes, methods, and technologies incident to development and initial production for new systems, subsystems, equipment and components and major modification or improvement programs for existing systems, subsystems, equipment and components.

3.1.17 Manufacturing Engineering. The Contractor shall review and analyze manufacturing technologies and/or processes both in Government and in the private sector and provide a report to the Government on their application to Government system, subsystem, equipment and component acquisitions. In the event that the technologies and/or processes involve propriety information, the Contractor will enter into a non-disclosure agreement with the manufacturer, if possible. The Contractor shall provide any assumptions made or rationale used in completing the analysis. The Contractor shall prepare manufacturing procedures and/or processes and submit to the Government as specified by Task Order.

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3.1.18 In-Service Engineering. As required by Task Order, the Contractor shall review and prepare plans and reports in support of in-service engineering efforts. The Contractor shall review or prepare reports and test plans and performs analyses to determine causes of defects and malfunctions. The Contractor shall review or prepare corrective action plans to return the NAWCAD 4.8.6 System or components to service. Plans will include schedules, cost estimates and analysis of impact.

3.1.19 Design and Development. As required by Task Order, the Contractor shall prepare, review or support design of new items and improvements to existing items. All designs and design changes shall be documented in their as-built configuration and presented as Level II or Level III drawings and specifications, unless otherwise requested in the Task Order. Presentation will be in electronic format accessible to Government personnel as requested in the Task Order.

3.2 SCIENTIFIC/ENGINEERING ANALYSES AND STUDIES. As specified by Task Order, the Contractor shall evaluate proposed engineering changes, perform feasibility studies, and investigate and resolve issues in the areas of technology application and insertion, and item performance and reliability. The Contractor shall submit findings to the Government to also include any assumptions made or rationale used in arriving at conclusions.

3.2.1 Operations Research Support. As required by Task Order, the Contractor shall construct, modify and/or perform statistical/analytical investigations of and with mathematical/computer simulation models. This also requires aerodynamic modeling, interior and exterior ballistic modeling, missile fly-out modeling, tactics investigation through simulation, establishment of optimization techniques, derivation of decision theories, development of inventory control models, conducting probability and statistical theories, and providing independent analytical assessments of systems, subsystems, equipment, components and other organizational structures. The Contractor shall perform and document requirements studies and hardware definitions, and participate, coordinate, and conduct field testing at NAWCAD 4.8.6 Division or any Fleet or Shore Station location worldwide as required by Task Order and in accordance with Government furnished information.

3.2.2 Engineering Investigations. As specified by Task Order, the Contractor shall perform on-site engineering investigations to evaluate item reliability, maintainability, availability, logistics support, and configuration status in accordance with applicable drawing specifications and appropriate status in accordance with applicable drawing specifications and appropriate Integrated Logistics Support Plan (ILSP) and Configuration Management (CM) plans. The Contractor shall report the results of such investigations along with recommendations and the basis for those recommendations as specified in the Task Order. The Contractor shall organize and attend on-site working sessions in the fleet to resolve problems and improve performance in the areas of maintenance and operation in order to satisfy the requirements in the Task Order.

3.2.3 Manufacturing Engineering Analyses. As specified by Task Order, the contractor shall review and analyze fabrication technologies and/or processes in both Government and the private sector and provide a report to the Government on their usability to Government acquisitions, development, and application for Government use. The contractor shall provide any assumptions made or rationale used in completing the analysis.

3.2.4 Engineering Analyses. The Contractor shall perform engineering analyses and studies for systems, subsystems, equipment and components development and in-service support activities as specified by Task Order. Such analyses require: finite element modeling and analysis for vibrations, shock and thermal impacts; and mechanical modeling and simulation.

3.2.5 Field Data Analysis. As specified by Task Order, the Contractor shall perform and/or observe portions of field and flight tests at test locations and perform field data analysis on systems, subsystems, equipment and components both at NAWCAD 4.8.6 Division and other locations worldwide. The Contractor shall identify existing Government sources of information, collect available maintenance and/or test data with Government assistance, analyze this data, identify trends or problems affecting

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mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. The Contractor shall use maintenance reporting systems that are currently operational within the Government at the date of Task Order. If such systems do not meet Task Order requirements, the Contractor shall recommend changes or improvements to these systems for Government consideration.

3.2.6 Reliability. As described in the Task Order, the Contractor shall perform reliability predictions per Task 203 of MIL-HDBK-217, MIL-STD-781, and submit properly completed FMECA-Maintainability Information Worksheets. The Government will provide the Contractor design, configuration, and mission data and access to Government personnel to enable the Contractor to adequately perform these predictions. The Contractor shall evaluate and annotate reliability predictions prepared by development Contractors and submit them with any supporting information to the Government. For fielded systems, subsystems, equipment and components, the Contractor shall collect, categorize, and summarize field data to verify previous reliability predictions and identify trends and design changes to improve reliability. For Non-Developmental Item (NDI) systems, subsystems, equipment and components the Contractor shall perform the same work regarding reliability although to a tailored Task 203, as specified by the Task Order.

3.2.7 Maintainability. The Contractor shall perform maintainability analyses and prepare maintainability planning documentation in accordance with MIL-HDBK-470A, MIL-HDBK-472, and on systems, subsystems, equipment or components as specified by Task Order. Their tasks involve:

- a. Generation of Maintainability Program Plans
- b. Formulation of Maintainability Predictions
- c. Maintainability Analyses to include maintenance concepts, preventive maintenance studies, personnel and facility constraints identification, and evaluation of equipment troubleshooting techniques and procedures.
- d. Maintainability Design Criteria Studies
- e. Maintainability Demonstration Testing

The Contractor shall perform/attend maintainability program reviews on systems, subsystems, equipment or components as specified by Task Order, record and report any discrepancies/problems, formulate recommendations to resolve these discrepancies/problems and submit these recommendations with supporting rationale to the Government.

3.2.8 Failure Modes and Effects Analysis. As specified by the Task Order, the Contractor shall perform an independent Failure Mode, Effects, and Criticality Analysis (FMECA) on system, subsystem, equipment or component design in accordance with SAE-AIR 4845, ECSS Q-ST-30-02C, and deliver to the Government completed FMECA-Maintainability Information Worksheets. The Government will provide a complete description of the subject design, its performance requirements and access to the Government design staff.

3.2.9 Maintenance Data Analysis. As specified by the Task Order, the Contractor shall analyze the Navy's maintenance data with respect to system, subsystem, equipment or component's reliability and maintainability. The Government will provide access to the maintenance data. The Contractor shall provide the results of this analysis in accordance with individual Task Order specifications and requirements and involves Mean Time Between Failure (MTBF), replaceable item failure rates, and operational availability.

3.2.10 Failure and Field Performance Analysis. The Contractor shall investigate failures of systems, subsystems, equipment and components to isolate the causative defect and recommend to the Government possible corrective actions. The Contractor shall perform an analysis of system, subsystem, equipment and component performance through an assessment of data generated during fleet maintenance, testing, or training exercised. Analyses may also be required for failures/performance at NAWCAD 4.8.6 Division and the shore stations and may take place at any location worldwide. The analyses to be performed by the Contractor shall be in accordance with requirements stated in the Task

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Order and involves system performance data, maintenance data, mishap reports, and false rejection data. The Contractor shall perform Technical Feedback Reports in accordance with NAVSEAINST 4790.3B, as specified by the Task Order.

3.2.11 Security Requirements. The highest level of Contractor Security Clearance required shall be SECRET, for personnel and classified information safeguarding at the Contractor's facility, requiring access to COMSEC, NATO, and FOUO information, for the conduct of receiving and generating classified material, fabricating, modifying, or storing classified hardware, having access to U.S. classified information at OCONUS military bases, and OPSEC requirements.

3.2.12 Electromagnetic Analysis. The Contractor shall perform and document engineering analyses, studies, and testing concerning the areas of electromagnetic interference (EMI), electromagnetic compatibility (EMC), electromagnetic pulse (EMP) penetration and hardening protection support for systems, subsystems, equipment and components in accordance with MIL-HDBK-235-1C, MIL-HDBK-237D, MIL-STD-461F, and as specified by Task Order. The Contractor shall provide reports to the Government with supporting rationale for any assumptions made during the preparation of these reports. Engineering investigations in this area will require analyses on the following additional topics and items.

- a. Mechanical and electronic packaging technology.
- b. Mechanical and thermal modeling.
- c. Item packaging and mounting technologies.
- d. Component design and integration.
- e. System, subsystem, equipment and component testing (electronic and mechanical).
- f. EMC Control Plan.
- g. EMC Test Plan/Test Report

3.2.13 Environmental Impact Statements. For systems, subsystems, equipment, components and facilities specified by Task Order, the Contractor shall prepare or review environmental impact statements and assessments. The Contractor shall provide written reports on findings with assumptions made and recommendations.

3.2.14 Production Engineering Analysis. The Contractor shall analyze production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and identify problems and progress concerning production, physics, and quality assurance. The Contractor shall survey advanced technology approaches to similar problems both in Government and the private sector and make recommendations. The Contractor shall provide a report in accordance with the requirements that includes justification for all recommendations.

3.3 TEST AND EVALUATION. The Contractor shall test and evaluate systems, subsystems, equipment and components as specified by Task Order both locally and at other test sites and locations. As specified by Task Order, the Contractor may be required to provide test sites and equipment along with testing services including, but not limited to, ranges and equipment for testing a variety of electronics/avionics and ordnance equipment. Tasks required are: routine repair, retrofit, systems integration, calibration and testing; in-line repair and testing; operation of test equipment; coordinate test schedules; preparing inputs for test plans; reviewing test plans and procedures; conducting or monitoring system, subsystem, equipment or component testing; adjusting units under test; analyzing test results; determining valid recommendations and conclusions based on test data; and preparing formal reports. Any equipment repair required keeping the test and evaluation process operating is part of this tasking as defined by individual Task Orders. As specified by the Task Order, the Contractor shall submit evaluations along with the rationale for these evaluations to the Government.

3.3.1 Test Plans and Procedures. As specified by Task Order, the Contractor shall develop system, subsystem, equipment and component test plans from program requirements and information provided by the Government. Such test plans may require:

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Test and Evaluation Strategy (TES)
TECHnical EVALUation (TECHEVAL) plans
Operational EVALUation (OPEVAL) plans
System Qualification and First Article
Qualification Test Plans
Production Acceptance Test and
Evaluation Plans (PAT&E)
Quality Evaluation Test Plans

DOD-D-5000.3-M-1
NAVAIR 3960.2C
NAVMATINST 3960.7

As Specified by Task Order

As Specified by Task Order

As Specified by Task Order

The Contractor shall evaluate and annotate test plans originated by other agencies/contractors provided as Government furnished information. Evaluation of plans and procedures shall be for compliance with specified requirements, for adequacy to demonstrate or control system, subsystem, equipment and component quality and performance, and for ease of implementation, in accordance with detailed requirements specified by Task Order. The Contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions made. The Contractor shall also develop detailed test procedures implementing test plan requirements in areas that require environmental and biological hazard analysis, radiographic procedures, chemical procedures, electronic and electrical procedures, explosive component procedures, mechanical and hydraulic procedures, and thermal procedures.

3.3.2 Test Data Collection/Review/Analysis. As specified by Task Order, the Contractor shall collect, review and analyze system, subsystem, equipment or component test data and perform pre-test methodology analyses in the following categories:

- a. Development tests and evaluations (experimental, engineering, and demonstrations)
- b. Operational tests and evaluations (TECHVAL and OPEVAL)
- c. Production acceptance tests and evaluations (qualification, production acceptance, environmental stress screening, and factory / Government acceptance)
- d. Other testing: The Contractor shall formulate recommendations, with justification, to correct any system, subsystem, equipment and component performance, quality, maintenance, or mission impacting problems. The Contractor shall recommend improvements to design, configuration, materials, construction, or other criteria as indicated by Task Order resulting from the test data reviews and deliver those recommendations along with justification for those recommendations to the Government.

3.3.3 Test Monitoring. As specified by Task Order, the Contractor shall attend tests performed at test sites both Government and private to review the appropriate test results. Monitoring may require use of high-speed cameras, infrared radiation measuring devices and other highly sophisticated tracking and measuring equipment. Particular attention shall be paid to ensure that test procedures are approved and followed, and that discrepancies occurring during tests are documented and corrected in accordance with approved test plans and resolved in accordance with specified requirements. The Contractor is authorized to make recommendations only; acceptance and signing of acceptance documents are limited to the Government.

3.3.4 Test Report Preparation. As specified by Task Order, the Contractor shall review, reduce, analyze and interpret raw data produced during test series. The Contractor shall develop and provide both interim and final reports of laboratory/test site investigations. The Contractor shall be required to integrate text and graphics into the final version. The Contractor shall verify classification markings, format accuracy and provide document control. Specific sections of these reports shall be used as attachments to the final report submitted by the Government.

3.4 TECHNICAL DATA SUPPORT. The Contractor shall develop engineering technical data packages, review such packages (furnished as GFI) for technical accuracy, prepare subsequent changes for inclusion to the data package, make recommendations for changes with supporting rationale and upon approval by the Government incorporate those changes into the technical data package. The Contractor shall evaluate these changes for their immediate or potential impact upon the data package. Delivered data packages shall meet the requirements as specified by the Task Order.

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3.4.1 Engineering Drawing Maintenance. The Contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of DOD-STD-2101, MIL-STD-31000 and ASME Y14.5 for systems, subsystems, equipment, components and facilities as specified by Task Order. The Government will provide as GFI change descriptions and drawing originals and sketches of draft versions of the drawings. Task Orders will specify the required format of the drawings: CAD-2, AutoCAD, ComputerVision, Computer-Aided Acquisition and Logistics Support (CALs) and Engineering Data Management Information and Control System (EDMICS) compatibility. Prior to delivering completed drawing packages, the Contractor shall inspect each new or modified drawing to ensure compliance with ASME Y 14.5. Existing drawings which satisfy the contractually specified MIL-STD-31000 type, but which are not in compliance with ASME Y 14.5 drawing practices, shall not be redrawn solely to meet the requirements of ASME Y 14.5 unless otherwise specified to do so by the Task Order

3.4.2 Document Filming, Duplication and Media Transfer. As required by Task Order, the Contractor shall film drawing, duplicate aperture cards and perform other tasks as requested for media transfer and duplication of technical drawings, specifications, and other documentation. Electronic storage and media transfer will generally be required.

3.4.3 Producibility Data Reviews. The Contractor shall review and annotate technical data packages for associated product reproducibility in accordance with DOD-D-4245.7. The Contractor shall examine the data packages for compliance with part specifications, dimensioning and tolerances, manufacturing processes, quality assurance procedures (including tests and inspections), proprietary parts or processes, and drawing practices as specified by Task Order.

3.4.4 Data Package Preparation. The Contractor shall prepare a data package to meet the requirements of MIL-STD-31000, production drawings, utilizing Government furnished draft versions of existing drawings or MIL-STD-31000, developmental design drawings to be upgraded. The Contractor shall review Government furnished developmental design drawings and verify completeness, identify missing or incomplete data, and bring drawing standards into compliance with DOD-STD-2101 and ASME Y 14.5. The Contractor shall recommend specifications, performance thresholds, suitable military specification (MIL-SPEC) components in the Navy supply system, methods of testing, cleaning, inspection and packaging to facilitate completion of the product drawings technical data package to meet all specifications of the Task Order and provide the Government with their rationale for making such recommendations. If deemed necessary by the Government, the associated equipment will be supplied to the Contractor to enable him to complete the task to requirements specified in the Task Order. Before acceptance by the Government, the technical data package shall meet the criteria developed as defined in paragraph 3.4.8 of this Task Order.

3.4.5 Technical Manuals and Publications. The Contractor shall prepare or modify technical manuals for systems, subsystems, equipment or components to conform with the requirements of DOD-D-4151.9 or as otherwise specified in Task Orders. The Contractor shall prepare and deliver technical manuals to the Government in camera-ready, digital format, CD, electronic or other format as specified in the Task Order.

3.4.6 Specifications. As specified by the Task Order, the Contractor shall prepare specifications for systems, subsystems, equipment and components in accordance with the requirements of MIL-STD-961E, DOD-STD-2101, and other specified requirements.

3.4.7 Associated Documentation. The Contractor shall prepare, utilizing Government furnished information, various technical documentation to support systems and programs managed by NAWCAD 4.8.6 Division. This documentation involves systems, subsystems, equipment and component user guides, application notes, installation drawings and checkout procedures, and technical bulletins. The Contractor shall ascertain that the resulting documentation ensures accuracy and faithfulness to the source technical information. The source material originally provided to the Contractor by the Government may not be in the proper format as that desired for the final product specified by the Task Order.

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3.4.8 Inspection and Acceptance Criteria Development. The Contractor shall, as specified by Task Order, prepare and deliver a plan with inspection procedures and acceptance criteria for technical data package inspections to meet the applicable provisions of MIL-STD-31000 and MIL-STD-961E and provide the Government with supporting rationale for each inspection and acceptance element.

3.4.9 Procurement Specification Review. The Contractor shall review top-level specifications prepared for system, subsystem, equipment and component procurements to ensure compliance with MIL-STD-961E, DOD-STD-2101, and any other requirements as specified by Task Order. The Contractor shall study and analyze the Government's operational requirements for such a system, subsystem, equipment or component and compare those requirements with requirements documented in the specifications delineated above and in the Task Order in accordance with appropriate security clearance. Any differences (omissions or inclusions) shall be submitted as a report to the Government. Assumptions and/or rationale supporting this report shall be included.

3.4.10 Inspection of Engineering Drawings. As specified by Task Order, the Contractor shall review engineering data packages describing configuration items acquired by the Government. The Contractor shall provide the requisite engineering (both design and production), logistics support analysis, and drafting expertise to review these data packages in order to determine their acceptability to the Government. This determination of acceptability by the Contractor shall assess the accuracy and adequacy of the data package, its compliance with specified requirements, its suitability for the purpose of the classification specified by the Government, and that it meets the requirements of the specified classification of MIL-STD-31000, DOD-STD-2101, and ASME Y 14.5. The Contractor, as specified by the Task Order, shall take into consideration the equipment life cycle cost, mission, contract requirements, and other data provided as GFI in conducting the review. The Contractor shall identify and document any aspects of the data package not meeting Government requirements and shall document the rationale for all determinations made on the issues listed above or as otherwise listed by the Task Order.

3.4.11 Proposal Evaluation. The Contractor shall review the technical sections of proposals submitted to the Government in accordance with requirements set forth in individual Task Orders and provide recommendations and the justification for those recommendations to the Government.

3.4.12 Technical Repair Standards. The Contractor shall prepare, analyze, assess, and document technical repair standards for systems, subsystems, equipment and components as delineated in individual Task Orders. The Contractor shall provide these technical repair standards in accordance with MIL-DTL-24784 /7C or as otherwise specified in Task Orders. The Contractor shall provide justification and assumptions made for any recommendations submitted to the Government for analyses and assessments of technical repair standards undertaken by the Contractor.

3.4.13 Document Review. The Contractor shall review and analyze the Contract Data Requirements List (CDRL) items delivered by Government Contractors. The Contractor shall provide analyses and written recommendations, with supporting evidence for these recommendations, regarding Government acceptance of these deliverables, taking into consideration requirements provided as Government furnished information. The Contractor may be required to accomplish this review and evaluation at the vendor's facility and prepare all documentation in accordance with specifications set forth in individual Task Orders.

3.5 FIELD ENGINEERING. The Contractor shall perform field-engineering tasks at NAWCAD 4.8.6 Division locations, private contractor facilities and Fleet and shore locations worldwide related to installing, trouble- shooting and maintaining deployed equipment repair kits, new items and components in accordance with applicable operational specifications as specified in the Task Order.

3.5.1 On-Site Alterations of Deployed Equipment. As specified in the Task Order, the Contractor shall perform site inspections and annotate technical or model drawings accordingly in preparation for alteration, change, upgrade, or retrofit of systems, subsystems, equipment or components to ensure compliance with its operational specifications. The Contractor shall perform and/or attend the first

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alterations or special equipment installations, to proof the field change and field change kit, to ensure that these changes are in accordance with their designed specifications and operational requirements and provide the Government with their recommendations and basis for such recommendations for any possible improvements and corrections.

3.5.2 Field Repair. As specified by Task Order, the Contractor shall perform repair and maintenance actions on systems, subsystems, equipment or components at NAWCAD 4.8.6 Division locations and in the Fleet and at shore stations worldwide requiring repair beyond the skill of organizational maintenance personnel. The Contractor shall analyze the problem, report the problem by electronic communications, request approval to effect repairs, and perform the repair operation. After each such action, and as specified by the Task Order, the Contractor shall provide a report to the Government to include problem related information (repair action taken, time, date, place, equipment identification, ship or aircraft type and hull or tail number, etc.).

3.5.3 Installation of New Equipment. The Contractor shall develop and maintain a plan to perform shipboard and land based checks in accordance with installation drawings and specifications in preparation for installation of new equipment as specified by Task Order. Contractor shall perform on-site survey in preparation for new equipment installation. The Contractor shall annotate ships class and other applicable drawings accordingly; however, these annotations will not constitute a change to the drawing content. The Contractor shall monitor and verify first system, subsystem, equipment and component installation against applicable installation control drawings and procedure and recommend changes if required. The Contractor shall review and provide recommendations on system, subsystem, equipment and component installation requirements and documentation and shall furnish the Government these recommendations with justifications.

3.6 INTEGRATED LOGISTICS SUPPORT (ILS). ILS management and technical services shall be performed by the Contractor for the system, subsystems, equipment and components specified by Task Order for each of the logistic elements as defined in DOD-D-5000.39. The Contractor shall analyze program support requirements to ensure that all requirements for ILS planning and implementation have been adequately addressed, and that planning adequately reflects known operational, design, and support requirements in accordance with current directives. The analysis shall include all areas of ILS needed for adequate assessment of Navy ILS planning, implementation, contractual obligations, and performance. ILS planning shall be in accordance with applicable Life Cycle Phase and Milestone Review requirements delineated in DOD-D-5000.39 and subordinate instructions and directives such as: OPNAVINST 5000.49 and NAVAIR Logistic System Process Specification AL-082AA-LPS-080.

3.6.1 Integrated Support Plans. As specified by the Task Order, the Contractor shall generate, implement, review, and maintain Integrated Logistics Support Plans (ILSP). ILS planning shall be in accordance with DOD-D-5000.39 and subordinate instructions and directives, NAVSEAINST 5000.39, OPNAVINST 5000.49, and NAVAIRINST 4000.20 and NAVAIRINST 4000.14 (if a NAVAIR-sponsored Task Order). As specified by the Task Order, the Contractor shall generate, implement, review, and maintain Operational Logistics Support Summaries (OLSS) in accordance with NAVAIRINST 4000.14. All efforts shall address the standard elements of ILS. Logistics planning elements may be broken out and assigned as separate tasks by Task Order.

3.6.2 Logistic Support for Acquisition Plans. The Contractor shall review and document Weapons System Acquisition Plans for complete ILS requirements by Life-Cycle Phase, and consolidate and incorporate these identified requirements into an ILS Detail Specification for the system, identifying specific Program Initiation, Full-Scale Development, and Production and Deployment requirements. The ILS Detail Specification shall quantify support systems performance parameters and constraints necessary to achieve readiness objectives at the least cost in accordance with OPNAVINST 5000.49. Upon approval of the ILS Detail Specification by the Government, the Contractor shall review and assess the acquisition package to ensure inclusion of all ILS requirements.

3.6.3 Logistic Support Analysis (LSA) Preparation. As specified by Task Order, the Contractor shall

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perform a systematic and comprehensive logistic support analysis on an iterative basis through all phases of the system, subsystem, equipment or component life cycle to satisfy supportability objectives. The level of detail of the analyses and the timing of task performance shall be tailored to each system, subsystem, equipment or component and shall be responsive to program schedules and milestones. The LSA process shall conform to the requirements of MIL-HDBK-502. LSA documentation shall consist of all data resulting from analysis tasks conducted under this standard and shall be the primary source of validated, integrated design related supportability data pertaining to an acquisition program. LSA documentation shall be developed and maintained commensurate with updated design, support and operational concept development; and shall be updated to reflect changes or availability of better information based on testing, configuration changes, and operational concept changes during the acquisition process. Accumulated LSA documentation shall provide an audit trail of supportability and supportability related design analyses and decisions and shall be the basis for actions and documents related to manpower and personnel requirements, training programs, provisioning, maintenance planning, resources allocation, funding decisions, and other logistic support resource requirements. Configuration control procedures shall be established over LSA documentation updates to assure proper coordination among other system engineering programs, the LSA program, and the development of ILS documents using LSA data. The logistic support analysis record (LSAR) is a subset of LSA documentation and LSAR data elements shall conform to the requirements of MIL-HDBK-502.

3.6.4 Logistic Support Analysis & Review. The Contractor shall perform assessments of the conduct and content of the Logistics Support Analysis program with associated data and products for systems, subsystems, equipment and components specified by Task Order. These assessments shall ensure conformance to MIL-HDBK-502 and the results of technical analyses of the following: Design, Reliability, Maintainability, Human Engineering, Standardization, Safety, Packaging, Handling, Storage, Transportation, Cost and Time Factors as well as the LSA/Design Engineer Interface. In addition, the Contractor shall assess the utilization of the LSA database as the sole source of all logistics requirements determinations, logistics/design impact tradeoffs, and level of repair and maintenance plan analysis input data. All findings and recommendations shall be documented with supporting information.

3.6.5 Maintenance Planning. Using Government furnished information, the Contractor shall perform engineering analyses or technical assessments of maintenance concepts and plans in accordance with MIL-HDBK-502. The maintenance concept and specific logistic support resources required at each maintenance level shall be examined to ensure the plan is consistent with overall mission requirements. The Contractor shall prepare and submit a report on this analysis with respect to mission requirements, and shall provide recommendations as to any modifications and shall provide supporting information and rationale. With Government furnished information, the Contractor shall, as specified by Task Order, prepare maintenance plans for specified systems, and perform Logistics Support Analyses (LSA) in accordance with MIL-HDBK-502, Failure Modes Effects and Criticality Analysis in accordance with SAE-AIR 4845, ECSS Q-ST-30-02C, and Level of Repair Analyses (LORA) in accordance with GEIA-STD-0007-B.

3.6.6 Level of Repair Analysis (LORA) Assessment. The Contractor shall perform technical assessments of the Level of repair Analysis for systems, subsystems, equipment and components listed in the individual Task Order to ensure their conformance with the requirements of GEIA-STD-0007-B or as required by Task Order. The method or model used for the LORA shall be specified by Task Order. Proper extraction and use of LSA data, proper selection of sensitivity parameters/ranges, accuracy and validity of data inputs and relevance of conclusions based on review of output decisions shall be assessed. Inconsistencies and errors shall be documented with recommendations of the level of repair and all supporting information and findings accompanying the report.

3.6.7 Maintenance Data Collection. For systems, subsystems, equipment and components specified by Task Order, the Contractor shall collect the Navy's maintenance data with respect to reliability and maintainability. The maintenance data will be provided as GFI. The Contractor shall provide, as specified by the Government, the results of this analysis and shall include, but not be limited to, Mean

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Time Between Failure (MTBF), validation plan for MTBF calculations, replaceable item failure rates, and operational availability (OA) in accordance with OPNAVINST 3000.12.

3.6.8 Maintenance Plan Technical Assessment. The Contractor shall conduct engineering and technical assessments of maintenance plans for systems, subsystems, equipment and components in accordance with the concepts and procedures required by Task Order. Analyses require complete operational scenarios and consider factors related to mission definition factors, life cycle, utilization requirements, and effectiveness factors for operational maintenance and support data and environmental considerations in accordance with OPNAVINST 5090.1.

3.6.9 Depot Planning. The Contractor shall prepare plans for the development and formal certification of maintenance depots and designated overhaul points in accordance with DOD-STD-1768 or as specified by Task Order. These plans shall support Interim Depot, Depot and Performance Based Logistics (PBL) support concepts. Each plan shall define how certification will be performed, the participants and their responsibilities, schedule milestones, and shall contain requirements for reports and records. The Contractor shall review the depot's technical and maintenance overhaul and repair standards, control manuals, work instructions, and other published technical data used by technicians during overhaul and repair of equipment. Review shall be for compliance with requirements specified in the Task Order and the governing specifications in DOD-STD-1768. As required by Task Order, the Contractor shall record results of depot and DOD certification audits and prepares reports for the Government.

3.6.10 Supply Support. As required by the Task Order, the Contractor shall review and/or produce Provisioning Technical Data (PTD) in accordance with MIL-HDBK-502 when Automated Data Processing (ADP) stored LSAR data is available, and in accordance with MIL-HDBK-502 when Logistic Support Analysis Record (LSAR) data is manual or incomplete. Such data will include Provisioning Parts Lists (PPL), Design Change Notices (DCN), Long Lead Time Items Lists (LLTIL), Interim Support Items List (ISIL) LSA-036 report, and Repairable Items Lists (RIL). The Contractor shall also produce and update Program Support Data (PSD) sheets in accordance with NAVSUPINST 4420.2 for systems, subsystems, equipment and components specified by Task Order. For these equipments, the Contractor shall make recommendations regarding the range and depth of items to be stocked, as well as their source, maintenance, and recoverability aspects. The Contractor shall review Source, Maintenance, and Recoverability (SM&R) codes for applicability and accuracy in accordance with OPNAVINST 4410.2 and provide the results of that review as annotated list to include supporting information as to any recommended change. The Contractor shall review Allowance Parts List (APL), Allowance Equipage List (AEL), and Allowance Requirements Registers (ARR) and reconcile these with system, subsystem, equipment and component technical data. Updated ALPs and AELs shall be returned to the Government after reconciliation. Interim material support requirements shall be determined. This shall involve utilizing maintenance plans, phased support plans, site/unit activation schedules and weapons systems planning documents to determine or evaluate the support material list, Contractor support, and repair of repairable requirements. The Contractor shall provide additional supply support to maintain, update and/or review existing supply support processes and to alleviate defined deficiencies. This shall include investigations, reviews, and evaluations of parts utilization data, Defense Logistics Support Center screening requirements, improved supply procedures to affect a more efficient system, and inventory control point effectiveness.

3.6.11 Training. As specified by Task Order, the Contractor shall develop training plans according to OPNAVINST 1500.8. All findings and recommendations shall be documented with supporting information. The Contractor shall develop training materials and curricula as specified in the Task Order, and provide instructors for these courses. Training materials may include aids for training such as models, tutorials, displays, brochures, films and Computer Based Training (CBT).

3.6.12 Support Equipment. The Contractor shall review, analyze, and produce requirements and associated lists for test and support equipment in accordance with MIL-HDBK-502 and as required by Task Order. The reviews and analyses shall include reviews of the Logistic Support Analysis Records to ensure all requirements for support and test equipment have been minimized (variety and quantity), that

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considerations for general or special purpose support equipment have been fully supported, that the selection process is based on cost effectiveness, and that reliability and maintainability features of the support equipment are compatible with the prime system, subsystem, equipment or component.

3.6.13 Technical Documentation. As specified by Task Order, the Contractor shall develop and review technical manuals, operations and maintenance procedures, and associated elements in accordance with MIL-HDBK-502 and Government furnished information for compatibility with LSA data. The Contractor shall prepare the LCM documentation (i.e., Project Management, plans, specifications, functional descriptions, implementation plans, test analysis reports, etc.).

3.6.14 Packaging, Handling, Storage, and Transportation. The Contractor shall perform reviews, analyses, evaluations, and planning for packaging, handling, storage, and transportation considerations in accordance with MIL-HDBK-502, MIL-STD-129, MIL-STD-130, Government furnished information, and as specified by Task Order. Such analyses, reviews, and planning shall consider, but not be limited to, adequacy of levels of protection, preservation, container design, functionality, re-usability, and marking. The Contractor shall conduct analyses in the areas of handling equipment, storage considerations, and transportability issues and make recommendations along with the supporting rationale for those recommendations to the Government. Marking of government property shall conform to IUID standards identified in MIL-STD-130.

3.6.15 Manpower and Personnel. As specified by Task Order, the Contractor shall develop, maintain, and implement manpower and personnel requirements resulting from Logistic Support Analyses in accordance with Government furnished information. The Contractor shall identify the necessary quantity and skill levels for personnel requirements compatible with the complexity of operational and maintenance tasks specified by Task Order.

3.6.16 Facilities. As specified by Task Order and Logistic Support Analyses, the Contractor shall identify facility requirements necessary for system, subsystem, equipment or component operation and maintenance in accordance with NAVFACINST 11010.44, OPNAVINST 11010.20 and Government furnished information. This identification requires consideration of space, volume, capital equipment, utilities, temperature, humidity, storage, shelf space, facility environment, and related issues concerning the facility's overall mission and operational requirements.

3.6.17 Design Interface. The Contractor shall conduct technical assessments of the LSA process for systems, subsystems, equipment and components specified by Task Order to ensure completeness, accuracy, and conformance to MIL-HDBK-502 requirements. The assessment shall be documented with supporting information and justification, the results of technical analyses in total system logistic support, physical configuration, transportability, accessibility, maintainability, Build-in Test/Built-in Test Equipment (BIT/BITE), interchangeability, criticality, standardization human factors, component reliability, and the incorporation of changes defined by logistic considerations. The Contractor shall provide the Government with a report on this assessment to include any recommendations, changes, or corrections to the process and shall include supporting justification for each recommendation.

3.6.18 Integrated Logistic Support Management Team (ILSMT) Support. The Contractor shall provide management and technical services for ILSMT support as specified by Task Order. This effort will consist of announcing and coordinating ILSMT meetings; arranging for facilities, billeting, equipment and other materials necessary for the meeting; preparing agenda and coordinating presentations; creating briefing materials; making presentations and fielding logistic associated questions; recording and publishing minutes and action items from meetings; and developing and maintaining an action item tracking system for specified equipment.

3.6.19 Logistic Review Group (LRG) Audit Support. The Contractor shall assemble and/or review an LRG audit documentation package in accordance with the requirements of DOD-D-5000.39, and related subordinate instruction NAVMATINST 4105.3 or as specified by Task Order for established Defense Systems Acquisition Review Councils (DSARC) Milestone LRG Audits or Program Reviews. The

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Contractor shall perform, prepare, and/or review LRG audit action item tracking through closeout, and required Approval for Limited Production (ALP), or Approval for Full Production (AFP) ILS documentation, in accordance with NAVMATINST 4720.1. The reviews shall identify any deficiencies in ILS planning for the weapon system, subsystem, equipment and component and recommend corrective actions for these identified deficiencies and document all findings with supporting information for any recommendations made by the Contractor.

3.6.20 Receipt, Segregate, Store and Issue Support (RSS&I). As required by Task Order, the Contractor shall support RSS&I operations to include Fleet support programming support, technical documentation support, Fleet reporting requirements support and training. Deliverables shall be presented as specified in the applicable Task Order.

3.7 CONFIGURATION MANAGEMENT (CM). The Contractor shall develop specific elements of configuration management as specified by Task Order. All detailed requirements and CM tasks shall be performed in compliance with the requirements of NAVSEAINST 4130.12B or as specified by the Task Order.

3.7.1 Configuration Management Planning. As specified in Task Orders, the Contractor shall review and/or develop configuration management plans in accordance with NAVSEAINST 4130.12B, EIA-649, or other specified requirements. Plans shall be reviewed for editorial and technical compliance with the governing specification. The Contractor shall make recommendations with supporting rationale for change from source material and specific program requirements furnished by the Government as GFI.

3.7.2 Configuration Identification. The Contractor shall annotate proposed agendas for CM technical reviews, attend technical reviews and document proceedings, and evaluate the responsiveness of the reviewed activity to requirements with supporting rationale as specified by the Task Order. Such reviews include the Systems Requirements Review (SRR), System Design Review (SDR), Production Requirements Review (PRR), Preliminary Design Review (PDR), Critical Design Review (CDR), Test Readiness Review (TRR), and the Formal Qualification Review (FQR), as defined by EIA-649.

3.7.3 Configuration Control. As required by the Task Order, and as configuration and design changes occur, the Contractor shall review and analyze requests for deviations and waivers to determine the effects on production, configuration identification, operation, and logistics. The Contractor shall also determine whether requests for minor deviations or waivers and Class II Engineering Changes are correctly categorized as defined in EIA-649. The Contractor shall submit reports to the Government on all such reviews, documenting the results with any change recommendations and supporting rationale. The Contractor shall prepare Engineering Change Proposals, Engineering Change Orders, and Specification Change Notices and other documents in accordance with EIA-649 as specified by Task Order. The Contractor's configuration management personnel shall attend configuration management audits to ensure that configuration management plans are acceptable and are in effect. The Contractor shall submit findings with supporting rationale. The Contractor shall prepare technical inputs for Configuration Control Board directive.

3.7.4 Configuration Status Accounting. As required by the Task Order, the Contractor shall provide Configuration Status Accounting at NAWCAD 4.8.6 Division sites, in accordance with EIA-649 and using configuration status accounting data systems which requires: mail and document input via filming/scanning and other means, mail distribution, document indexing, retrieval and distribution, production, maintenance and distribution of aperture cards and hard copy prints for technical data packages, and operation/ maintenance of ammunition lot data card base. Production, maintenance and distribution of electronic record technical data packages on tape, CDROM or other yet-to-be-developed media shall not be precluded. As required by Task Order, the Contractor shall provide the labor necessary to operate a data repository containing engineering data. These data consist of items such as engineering drawings, manuals, and other technical documents for which hard copy masters are to be retained. The Contractor shall receive documents, maintain an automated logging system, copy each document on microfilm or other media as specified in the Task Order for protection (see 3.9.3 herein) on a sequential number

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system, remove and release documents as requested, maintain a record of master and copy holders, provide reproduction and distribution, and perform other librarian type tasks as required by Task Order. Distribution tasks require packaging, labeling, and mailing or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government. The Contractor will be provided written operating instructions modifiable only by contract change. As required by the Task Order, the Contractor shall maintain a working library of documents and publications and instructions applicable to NAWCAD 4.8.6 documentation preparation.

3.7.5 Configuration Audits. As required by Task Order, the Contractor shall provide support to Government configuration audit teams, by verifying and documenting that hardware and computer programs, Configuration Items (CIs), and their configuration identification are accurate, complete (according to specified requirements), adequate to establish the product baseline, and compatible with the next higher level design documentation in accordance with EIA-649. For the Functional Configuration Audit (FCA), the Contractor shall review the configuration item's technical documentation and submit an analysis of comparison with its functional characteristics. Similarly, the Contractor shall provide technical evaluation in conducting a Physical Configuration Audit (PCA) to ensure that the CIs physical configuration is in agreement with its documentation description. As specified in the individual Task Order, the Contractor shall evaluate compliance of the technical documentation with MIL-STD-31000, MIL-STD-961E, ASME Y 14.5, DOD-STD-2101, and EIA-649. The Contractor, as a participant with the Government on the audit team, shall determine the correlation of the "as built" configuration with the release "as designed" configuration. Discrepancies and recommended corrective actions shall be documented according to procedures established by the audit team and submitted to the Government with the Contractor's justification for recommendations and evaluation.

3.8 MANAGEMENT SUPPORT SERVICES. The Contractor shall provide technical and management non-personal support services in accordance with requirements set forth in individual Task Orders.

3.8.1 NAWCAD 4.8.6 Organizational Studies and Recommendations. The Contractor, as required by Task Order, shall investigate existing organizations, alternative organizations, marketing and communication strategies, and mission requirements and provide an analysis of the organization with respect to accomplishing its mission requirements more effectively. Factors considered shall include, but will not be limited to, customer interfaces, hiring constraints, personnel classifications, responsiveness, effectiveness, efficient use of resources, and program commonality. The Contractor shall provide a report documenting alternatives and recommendations with accompanying rationale. The resulting studies and analyses shall demonstrate increased quality performance, productivity, and cost effectiveness.

3.8.2 Acquisition Documentation/Procurement Data Package Preparation. As defined by the Task Order, the Contractor shall prepare acquisition documentation and/or technical data packages for major systems, subsystems, equipment or components acquisition and for other than major systems, subsystems, equipment or components acquisition which shall contain such items as technical data requirements, specifications, and management plans (e.g., Configuration Management Plans, Quality Assurance Plans, Statement of work, Program Management Plans), and/or other requirements such as the preparation of DD Form 1423, in accordance with DOD-D-5000.1, SECNAVINST 5000.1 or as specified by the Task Order.

3.8.3 Management Reports, Briefing Preparations, and Graphic Arts Support. The Contractor shall develop and prepare program reports; briefings, briefing materials, presentation packages; marketing brochures, photographs; and test/demonstration/feasibility portfolios including draft and final versions in accordance with NISO Z39.18, GFI, and as specified by Task Order. The Contractor may be required to attend and monitor test operations at both on and off site locations in order to gather, compile, develop and edit of raw video tape/photographs and summarize documentation depicting the wide range of project/sponsor capabilities into hard copy, electronic and/or multimedia format. The Contractor shall be required to integrate text and graphics in these materials and submit the final version in the format specified by the Task Order.

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3.8.4 Program Management Support. The Contractor shall provide program management support in the mission of developing and maintaining NAWCAD 4.8.6-related systems, subsystems, equipment and components as specified by Task Order. This support shall include, but not be limited to, tasks in planning, organizing, technical analysis and recommendations, and reporting. These tasks involve:

- a. Tentative Operational Requirements Papers
- b. Operational Requirements Papers
- c. Development Options Papers
- d. Work Unit Summaries
- e. Work Assignment Summaries
- f. System Concept Papers
- g. Decision Coordinating Papers
- h. Integrated Program Summaries
- i. Critical Path Networks
- j. Mission Needs Statements
- k. Requirements Definitions
- l. Systems Integration Concepts
- m. Interoperability/Resolution Issues

3.8.5 Program Plans/Documentation. As specified by Task Order, the Contractor shall develop, analyze, make recommendations, provide rationale for the recommendations, and provide technical and administrative support in preparing assigned NAWCAD 4.8.6 data calls; workload plans; program plans and/or project associated documentation. These plans will normally be requested on a project basis, with the type of plan differing according to the project. A partial listing of the types of plans and associated instructions required is provided below, and Task Order will specify any additional requirements. NOTE: Latest revision of instructions listed below shall be utilized and will be identified on each order.

- | | |
|---------------------------------------|-------------------------|
| a. Contract Data Requirements List | NAVAIR 5200.22B |
| b. Configuration Management Plans | EIA-649-B |
| c. Integrated Logistics Support Plans | DOD-D-5000.39D |
| | NAVSEAINST 5000.39 |
| | NAVAIRINST 4000.14A |
| d. Quality Assurance Plans | ISO 9001 |
| e. Statements of Work | MIL-HDBK-245D |
| f. Work Breakdown Structures (WBS) | MIL-STD-881C |
| g. Program Planning Networks | SPAWAR 7720.4A |
| h. Depot Support Plans | NAVAIRINST 4000.14A |
| i. Specifications | MIL-STD-961E |
| j. Policies, Processes and Procedures | Specified by Task Order |

3.8.6 Program Reports. As required by the Government in the Task Order, the Contractor shall prepare program status reports. The Contractor will be provided the source of information and any particular reporting format specified. These reports shall be in narrative form with graphics as appropriate to better define the information. They shall include basic Center management and program historical information, current status, and expected schedule of future events. In addition to program type reports, the Contractor shall format and publish documents such as test reports, configuration identification manuals, test procedures, workload planning and execution, B&PR, etc., as specified by Task Order. The Contractor will be provided the source material as GFI.

3.8.7 Meeting Coordination. Using Government furnished information, the Contractor shall provide meeting coordination support as specified by Task Order. This effort consists of planning meetings, coordinating schedules with participants, reserving existing meeting space, prepare agenda and/or briefing materials, ensuring that briefing materials and equipment are available, recording and publishing meeting minutes, and developing and maintaining an action item tracking system for specified projects.

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3.8.8 Document Review. As specified in Task Orders, the Contractor shall review and evaluate of program management data delivered by Government contractors. The Contractor shall provide analyses and written recommendations, with supporting evidence, regarding Government acceptance, taking into consideration mission and specified requirements.

3.8.9 Computer Resources Support. As specified by the Task Order, and in accordance with Government furnished standards and information, the Contractor shall ascertain, model and document software requirements specifications; review, analyze, design, develop, test, maintain and document computer software, perform configuration control and maintain a software library for computer software configuration items; develop training materials; train users and system administrators; install software; and provide on-site and Help Desk support for all computer software equipment and components. The Contractor shall review and assess software changes for impact on logistics support and review life-cycle management plans that address the scope and purpose of computer resources support for impact upon interchangeability, producibility, and standardization.

3.8.10 NAWCAD 4.8.6 Management Support. As required by Task Order, the Contractor shall provide support to review, develop, analyze, make recommendations, provide rationale for the recommendations, and provide NAWCAD 4.8.6 management support. This support shall include, but not be limited to, tasks in preparing strategic plans; technology transfer; quality assurance; financial budgeting and accounting; workload planning and analysis; capital investment planning and budgeting; financial and workload data analysis; and capital asset utilization.

3.9 DATA MANAGEMENT SUPPORT. The Contractor shall provide Information Technology related services in accordance with requirements set forth in Task Orders issued under this statement of work. These tasks encompass all aspects of the life cycle of hardware, software and systems.

3.9.1 Management Information Systems. The Contractor shall, as specified by Task Order, investigate specific management information systems and make recommendations as to their effectiveness, appropriateness, and value in accordance with NISO Z39.18. The contractor shall perform the following: Analysis, Review, Design, Development, Testing, Documentation, Implementation and User Training. In cases where no system exists, the requirements will be investigated and recommendations with alternate solutions presented. The Contractor shall design and develop the selected system using best value solutions including Commercial or Government Off-the-Shelf Software and Hardware as appropriate. The Contractor shall perform application and system testing and assist in the Government acceptance testing as required. The Contractor shall document the system as required in the Task Order with system documentation, user documentation and instructions. The Contractor shall implement the tested system(s) at the prescribed sites, assure full and complete system operations and train users as required in the Task Order.

3.9.2 Data Entry. As required by Task Order, the Contractor shall develop a data management system and provide the labor to receive and record data on both management and engineering documents. The Contractor shall be responsible for the maintenance of the data management system. The Contractor shall receive and record the documents from the Government, record and input the management data, verify the data inputs, and return the documents for Government disposition. For existing systems, written operating instructions will be provided with the Task Order. The Contractor shall organize and attend on-site working sessions to resolve problems in the areas of maintenance and operation of the data management system.

3.9.3 Document and Image Processing. As specified by Task Order, the Contractor shall provide the labor to microfilm or otherwise scan into databases (CDROM, etc.) management and engineering documents furnished by the Government. An aperture system, maintained by the Government, will be provided for Contractor use. The Contractor shall provide the labor to produce microfilm cards according to MIL-M-9868 or as required by Task Order. The Contractor shall provide the labor to produce aperture cards from existing card "masters" as required by the Government. The Contractor shall provide the labor to produce prints from aperture cards or from microfilm on Government furnished equipment.

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Where applicable, the Contractor will be provided with the Task Order written operating instructions.

3.9.4 Data Maintenance and Distribution. As required by Task Order, the contractor shall provide the labor necessary to operate a data repository containing engineering data. This data consists of items such as engineering drawings, manuals, and other technical documents for which hard copy or magnetic media masters to be retained. The Contractor shall receive documents, maintain an automated logging systems, copy each document on microfilm or other media as specified in the Task Order for protection on a sequential number system, remove and release documents as requested, maintain a record of master and copy holders, provide reproduction and distribution, and perform other librarian type tasks as required by Task Order. Distribution tasks require packaging, labeling, and mailing or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government. Where applicable the Contractor will be provided with the Task Order written operating instructions.

3.9.5 Data Destruction. As required by Task Order, the Contractor shall maintain an awareness of the most current classification and data destruction requirements and provide support to destroy both classified and unclassified data at both Contractor and/or government facilities.

3.9.6 NMCI Requirements

3.9.6.1 Contractor personnel for contract performance may require the use of and/or access to Department of Navy Information Technology Resources. Applicable DoN IT Resources is to be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00024-00-D-6000, clause 5.2 "Ordering."

3.9.6.2 The Support Services contractor is to obtain written authorization from the Task Order Manager (TOM) prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer is to be treated as an unallowable cost pursuant to FAR Part 31.

3.9.6.3 The Government is to reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding fee, as Other Direct Costs.

3.9.6.4 Contactor personnel who are seated on-site, who will use an NMCI computer, or any follow-on government directed computer system, or be required to access any DoD computer system, is to obtain and utilize a DoD Common Access Card (CAC) and certified Public Key Infrastructure (PKI) certification and encryption within 30 days of contract award.

REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

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SECTION D PACKAGING AND MARKING

TASK ORDER CLAUSE D.1 DELIVERABLES MEDIA

The contractor shall provide CDRLs A001-A004, in accordance with the CDRLs. The contractor shall use best commercial practices for formatting deliverables under this Task Order.

TASK ORDER CLAUSE D.2 MARKINGS FOR ELECTRONIC DELIVERY

Electronic copies shall be delivered via e-mail attachment. The contractor shall label each electronic deliver with the TO Number and Project Title in the subject line of the e-mail transmittal. The contractor shall include a transmittal letter with all formal data submittals that defines the contents of the data shipment, including the following information as applicable:

Item name and serial number
Specification number
Commercial and Government Entity (CAGE) Code
TO Number
CDRL number corresponding to Section F.
Submittal type – preliminary, final.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

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

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

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

- (1) name and business of the contractor
- (2) contract number
- (3) task order number
- (4) sponsor _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City & State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

Items - Labor CLINs (7000, 7100, 7200, 7300, and 7400) - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/COR. The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C of the SOW and Section J, Attachment 1 - Quality Assurance Surveillance Plan (QASP). Final acceptance of all associated Contract Data Requirements List (CDRLs), DD Form 1423 Exhibit A (A001 -A004) (Attachment 2) under the associated items (CLINs 9002, 9102, 9202, 9302, and 9402) must be completed prior to final acceptance of the services identified herein.

Items - Data CLINs (9002, 9102, 9202, 9302, and 9402) - Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A (A001-A004) Contract Data Requirements List, DD Form 1423 in support of CLINs 7000, 7100, 7200, 7300, and 7400. 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.

The COR will be designated the responsibility of monitoring, progressing, and controlling the technical work for the resultant task order. The QASP for this task order includes the COR performing a Task Order Performance Evaluation (TOPE) in accordance with the SeaPort-e basic contract. This Task Order will be registered in the Contractor Performance Assessment Reporting System (CPARS). As part of the QASP, performance will be measured by the COR for quality of service, schedule, cost control, business relations, management, and cooperation with other IDIQ holder terms.

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

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

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or

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disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) COR: David Page

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated government representative will provide continuous escort service for the contractor's representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

2000	1/27/2016 - 1/26/2017
7000	1/27/2016 - 1/26/2017
7100	1/27/2017 - 1/26/2018
7101	4/20/2017 - 4/19/2018
7200	1/27/2018 - 1/26/2019
7300	1/27/2019 - 1/26/2020
9000	1/27/2016 - 1/26/2017
9001	1/27/2016 - 1/26/2017
9100	1/27/2017 - 1/26/2018
9101	1/27/2017 - 1/26/2018
9200	1/27/2018 - 1/26/2019
9201	1/27/2018 - 1/26/2019
9300	1/27/2019 - 1/26/2020
9301	1/27/2019 - 1/26/2020

CLIN - DELIVERIES OR PERFORMANCE

*The estimated Period of Performance for the Base Period CLINs is:
27 January 2016 - 26 January 2017.*

*The estimated Period of Performance for the Option Period I CLINs is:
27 January 2017 - 26 January 2018.*

*The estimated Period of Performance for the Option Period II CLINs is:
27 January 2018 - 26 January 2019.*

*The estimated Period of Performance for the Option Period III CLINs is:
27 January 2019 - 26 January 2020.*

*The estimated Period of Performance for the Option Period IV CLINs is:
27 January 2020 - 26 January 2021.*

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.

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- (b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.
- (c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.
- (d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.
- (e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.
- (f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.
- (g) DD Form 1423, Block 14 Mailing Addresses:

Naval Air Warfare Center - Aircraft Division

ATTN: Barbara Petrzilka
HWY 547 Bldg 562 Rm 306
Lakehurst, NJ 08733

(End of Provision)

Note: For the purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO."

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

The primary place performance is Indianapolis, IN.

The contractor shall provide the necessary facilities, equipment, personnel, and materials for the performance of the above program elements. Contractor personnel will have access to classified equipment and information, with the potential of being exposed to Secret. These tasks may require the contractor to travel to test and manufacturing locations and to meetings, presentations, and conferences. In addition, the contractor shall provide office space for up to 21 government employees serving as the Resident Engineering Support Group (NAWCAD 4.8) and AAE Technical Program Office (NAWCWD 4.7).

The contractor shall provide facilities to support required tasking within 40 miles of Indianapolis, Indiana. Proximity of contractor facilities will be evaluated under Technical. The estimated maximum requirement needed is 34,800 square foot of lab space, staging facility and 21 office spaces during POP. Estimated Maximum Space is provided below :

Office Space (direct): SOW 1.1.12; 2,600 sq./ft.
Laboratory Space (indirect): SOW 1.1.1 - 1.1.11; 15,600 sq./ft.
Staging Facility (direct): SOW 1.1.11.1 – 1.1.11.2; 16,600 sq./ft.

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified: See Attachment 3 GFE

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

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(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to the plant free of expense to the Government.

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SECTION G CONTRACT ADMINISTRATION DATA

TYPE OF CONTRACT: This is a Cost Plus Fixed-Fee level of effort task order.

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

(a) The Contracting Officer has designated [REDACTED] the authorized Contracting Officer's Representative (COR) to perform those specific functions assigned in the Contracting Officer Representative appointment letter.

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

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

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

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

TASK ORDER ADMINISTRATION G.2.1 CONTRACTING OFFICER (CO)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

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

Cost	Fee	Total Cost	
[REDACTED]	[REDACTED]	\$7,233,628.20	Base 27 Jan 2016 - 26 Jan 2017
[REDACTED]	[REDACTED]	\$6,892,434.59	Option I - 27 Jan 2017 - 26 Jan 2018
[REDACTED]	[REDACTED]	\$55,000.00	20 April 2017 - 19 April 2018
[REDACTED]	[REDACTED]	\$6,283,083.00	Option II - 27 Jan 2018 - 26 Jan 2019

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██████████ ██████████ \$6,684,476.32 Option III 27 Jan 2019 - 26 Jan 2020

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

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for ██████████ hours. The following details funding to date:

Total ██████████

Contract Funds This Previous Funds Balance Action Funding Available

Unfunded

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:
N/A	

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

Additional Functions	Retained for Performance By:
N/A	

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

252.232-7006 Wide Area WorkFlow Payment Instructions.

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

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

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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 System for Award Management 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).

Cost Voucher

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

_____ N/A _____

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(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	N68335
Admin DoDAAC	S0514A
Inspect By DoDAAC	N68335
Ship To Code	n/a
Ship From Code	n/a
Mark For Code	n/a
Service Approver (DoDAAC)	N68335
Service Acceptor (DoDAAC)	N68335
Accept at Other DoDAAC	n/a
LPO DoDAAC	n/a

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DCAA Auditor DoDAAC	n/a
Other DoDAAC(s)	n/a

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(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.

██████████@██████████.██████████

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

██████████

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

PGI 204.7108(d)(12) other Payment instructions.

In accordance with the PGI 204-7108 instructions, the standard payment instructions provided for in paragraphs (d)(7) through (d)(11) are not appropriate for utilization in this contract. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications. The contract structure or receipt of funding does not allow for a single funding line on each CLIN, and task performance does not allow for sequential payment of ACRNS or prorated payment against all ACRNs. In order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d)(12) "Other" applies. Payment shall be made in accordance with the contractor identification of the CLIN and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the task, WBS performance, and applicable funding.

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.

SPECIAL INSTRUCTIONS FOR SPANISH FUNDS for SLIN 710028

The Contractor shall prepare all invoices and requests for progress payments. Spanish funds provided by this contract are held in a US Bank Account whose deposits are collateralized by US Federal Reserve

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Collateral Account V-467 (AV-8B Joint Program Office (JPO), Program Executive Officer, Tactical Aircraft Programs, PMA257B2,BLDG. 404, Room 200, 22145 Arnold Circle, Patuxent River, Maryland 20670-1541)). PMA-257 JPO is the office authorizing payment of funds from this account. When certified by the ACO, COR, or any other US government official, payment will be made from the bank account by electronic transfer.

Paying Office: The disbursing office which will make payments is designated as follows:

N48138

DEPARTMENT OF NAVY

NAVAIRSYSCOM

PMA-257SN BLDG. 404, ROOM 200

22145 ARNOLD CIRCLE

PATUXENT RIVER, MD 20670

It is requested that one copy of all DD-250's or other applicable billing documents and any resulting contractual documents be forwarded to the above address.

Invoice Instructions:

1. General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to the AV-8B II+ Joint Program Office - Spain (PMA-257SN,PMA-257B2),PMA257 ,BLDG. 404, Room 200 , 22145 Arnold Circle, Patuxent River, Maryland 20670-1547.

2. Invoices

(a) The Contractor is encouraged to use copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice in lieu of a commercial form, but is not required to do so. Copies of the MIRR, DD Form 250, used as an invoice are in addition to the standard distribution specified in DOD FAR Supplement Appendix F, F-401. Invoice copies of the MIRR, DD Form 250, shall be prepared in accordance with DOD FAR Supplement Appendix F, F-306.

(b) Invoices submitted under a fixed-price type contract shall be prepared by the Contractor in accordance with the FAR 52.232-25 "Prompt Payment" clause. Invoices prepared by the Contractor under a cost-reimbursement type contract shall be submitted in accordance with paragraph (a) of the FAR 52.216-7 "Allowable Cost and Payment" clause.

Invoices prepared by the Contractor under a time and materials or Labor hour contract shall be submitted in accordance with paragraph (a) (1) of the FAR 52.232-7 "Payments Under Time-and-materials and Labor Hour Contracts" clause.

(c) Any invoice submitted under a cost-reimbursement type contract, time and materials or labor hour contract must include, as applicable, the following: (1) invoice date; (2) name of contractor; (3) contract number (including order number, if any); (4) Accounting Classification Reference Number (ACRN); (5) contract description of the supplies or service, quantity and amount; (.6) shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on Governments bills of lading) and the name of the carrier, or for F.O.B. origin contracts, the name and title of the Government representative to whom delivery is due;

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and (7) any other information or documentation required elsewhere in this contract.

(d) If commercial invoice forms are used, the related MIRR, DD Form 250, shipment number(s) shall be identified thereon.

(e) Remittance TO VENDOR:

Please provide contractor's banking information below. Payment will be made via Electronic Funds Transfer (EFT)

-Name and Address of Financial Institution:

-ABA Number of Financial Institution [9 digit number]

-Contractor Account Number:

See SF3881, "Payment Information" Form

Address of special distribution recipients of the MIRR which are not specified in DoD FAR

Supplement Appendix I, Table 2 (I-401) are as follows:

Item Special Distribution (DD Form 250)

Item Special Distribution (DD Form 250)

Line of Accounting is: Spanish HSBC USA Accounting Number: 389-47501-7

SPECIAL INSTRUCTIONS FOR ITALIAN FUNDS (SLINS 720001 & 920101)

The Contractor shall prepare all invoices and requests for progress payments. Certain funds provided by this contract are held by Citibank (Italy) with the AV-8B II+ Joint Program Office (JPO), Program Executive Officer, Tactical Programs, Building 404, Room 200, 22145 Arnold Circle, Patuxent River, Maryland 20670-1541, as the office authorizing payment of funds from these accounts. When certified by the ACO, COR, TPOC, or other United States Government authorizing official, payment will be made by the above bank by electronic transfer.

Paying Office: The disbursing office which will make payments is designated as follows:

Program Executive Officer

Italian Navy PMA-257IT1/PMA-257B2

Building 404 Room 200

22145 Arnold Circle

Patuxent River, MD 20670-1541

It is requested that copies of all DD-250s, other applicable billing and shipping documents, and any resulting contractual documents be forwarded to the above address.

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Invoice Instructions:

General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to the AV-8B II+ Joint Program Office - Italy (PMA-257IT1/PMA-257B2), Bldg 404, Room 200, 22145 Arnold Circle, Patuxent River, Maryland 20670-1541.

1. Invoices

(a) The Contractor is encouraged to use copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice in lieu of a commercial form, but is not required to do so. Copies of the MIRR, DD Form 250, used as an invoice are in addition to the standard distribution specified in DOD FAR Supplement Appendix I, I-401. Invoice copies of the MIRR, DD Form 250, shall be prepared in accordance with DOD FAR Supplement Appendix I, I-306.

(b) Invoices submitted under a fixed-price type contract shall be prepared by the Contractor in accordance with the FAR 52.232-25 "Prompt Payment" clause. Invoices prepared by the Contractor under a cost-reimbursement type contract shall be submitted in accordance with paragraph (a) of the FAR 52.216-7 "Allowable Cost and Payment" clause.

Invoices prepared by the Contractor under a time and materials or

labor hour contract shall be submitted in accordance with paragraph (a) (1) of the FAR 52.232-7 "Payments Under Time-and-materials and Labor Hour Contracts" clause.

(c) Any invoice submitted under a cost-reimbursement type contract, time and materials or labor hour contract must include, as applicable, the following: (1) invoice date; (2) name of contractor; (3) contract number (including order number, if any); (4) Accounting Classification Reference Number (ACRN); (5) contract description of the supplies or service, quantity and amount; (.6) shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on Governments bills of lading) and the name of the carrier, or for F.O.B. origin contracts, the name and title of the Government representative to whom delivery is due; and (7) any other information or documentation required elsewhere in this contract.

(d) If commercial invoice forms are used, the related MIRR, DD Form 250, shipment number(s) shall be identified thereon.

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(e) Remittance Address: The official corporate address is as follows:

(Insert) Name and Address of Contractor

Electronic Funds Transfer (EFT)

Remittance Address:

(Insert) Name and Address of Financial Institution

(Insert) ABA Number of Financial Institution

[9 digit number]

(Insert) Contractor Account Number

See SF 3881, "Payment Information" Form

Address of special distribution recipients of the MIRR which are not specified in DOD FAR Supplement Appendix I, Table 2 (I-401) are as follows:

Item Special Distribution (DD Form 250)

Line of Accounting is: Italian Citibank Accounting Number: 9250649861

ACCOUNTING AND APPROPRIATION DATA

ACRN: _____

Amount: _____

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Accounting Data

SLINID	PR Number	Amount
700001	130054528600001	1901356.20
LLA :		
AA 1761804 4D4D 251 00019 0 050120 2D 000000 A00003239047		
900001	130054528600002	36000.00
LLA :		
AA 1761804 4D4D 251 00019 0 050120 2D 000000 A00003239047		
900101	130054528600002	171000.00
LLA :		
AA 1761804 4D4D 251 00019 0 050120 2D 000000 A00003239047		

BASE Funding 2108356.20
Cumulative Funding 2108356.20

MOD 01

700002	130054858000001	342144.00
LLA :		
AB 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003266518		
700003	130053680000001	1762000.00
LLA :		
AC 1761506 J7C5 251 00019 0 050120 2D 000000 A00003168694		
900002	130054858000002	7500.00
LLA :		
AB 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003266518		
900003	130053680000002	5400.00
LLA :		
AC 1761506 J7C5 251 00019 0 050120 2D 000000 A00003168694		
900102	130054858000002	30516.00
LLA :		
AB 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003266518		
900103	130053680000002	270600.00
LLA :		
AC 1761506 J7C5 251 00019 0 050120 2D 000000 A00003168694		

MOD 01 Funding 2418160.00
Cumulative Funding 4526516.20

MOD 02

700004	130055398800001	91575.00
LLA :		
AD 1761506 47C2 251 00019 0 050120 2D 000000 A00003310334		
900004	130055398800003	4500.00
LLA :		
AD 1761506 47C2 251 00019 0 050120 2D 000000 A00003310334		
900104	130055398800002	5675.00
LLA :		
AD 1761506 47C2 251 00019 0 050120 2D 000000 A00003310334		

MOD 02 Funding 101750.00
Cumulative Funding 4628266.20

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MOD 03

700005 130055682900001 36000.00
 LLA :
 AE 5753600 2956 OMA 69504 1 000000 82 100908 200503000F03 000ALDAAFSR062130PSRF 503000

700006 130055546400001 39406.00
 LLA :
 AF 1761508 J1Q5 251 00019 0 050120 2D 000000 A00003321194

900005 130055546400002 4350.00
 LLA :
 AF 1761508 J1Q5 251 00019 0 050120 2D 000000 A00003321194

900105 130055682900002 3600.00
 LLA :
 AE 5753600 2956 OMA 69504 1 000000 82 100908 200503000F03 000ALDAAFSR062130PSRF 503000

MOD 03 Funding 83356.00
 Cumulative Funding 4711622.20

MOD 04

700007 130056374000001 78944.00
 LLA :
 AG 1761319 J7RQ 251 00019 0 050120 2D 000000 A00003380677

700008 130056510500001 899999.85
 LLA :
 AH 5743010 1144 7WT 10REP R 4G952D 80 401252 19F503000F03 000ALDAAFSR031709PSR3 503000

900006 130056374000001 1056.00
 LLA :
 AG 1761319 J7RQ 251 00019 0 050120 2D 000000 A00003380677

900106 130056510500002 100000.15
 LLA :
 AH 5743010 1144 7WT 10REP R 4G952D 80 401252 19F503000F03 000ALDAAFSR031709PSR3 503000

MOD 04 Funding 1080000.00
 Cumulative Funding 5791622.20

MOD 05

700009 130055176800001 45000.00
 LLA :
 AJ 1761804 4C7C 257 68520 0 050120 2D 000000 A00003292176

900107 130055176800001 5000.00
 LLA :
 AJ 1761804 4C7C 257 68520 0 050120 2D 000000 A00003292176

MOD 05 Funding 50000.00
 Cumulative Funding 5841622.20

MOD 06

700010 130056959800004 59000.00
 LLA :
 AX 97X4930 AC9F 6X0 000SM 2 B11000 00 26EBMI PR6G66D28664 S01021 S01021

700011 130056957300001 25220.00
 LLA :
 AL 97X4930 AC9F 6XS M2B14 0 000025 71 MIPR6G 20D18662 S01021

900108 130056959800005 6000.00
 LLA :

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AX 97X4930 AC9F 6X0 000SM 2 B11000 00 26EBMI PR6G66D28664 S01021 S01021

900109 130056957300002 2500.00

LLA :

AL 97X4930 AC9F 6XS M2B14 0 000025 71 MIPR6G 20D18662 S01021

MOD 06 Funding 92720.00

Cumulative Funding 5934342.20

MOD 07

700001 130054528600001 (0.20)

LLA :

AA 1761804 4D4D 251 00019 0 050120 2D 000000 A00003239047

700012 130057130900001 45500.00

LLA :

AM 2162020 A60X 613 735CV F RE251G 00 108449 83A002618721 021001 021001

900110 130057130900002 4000.00

LLA :

AM 2162020 A60X 613 735CV F RE251G 00 108449 83A002618721 021001 021001

MOD 07 Funding 49499.80

Cumulative Funding 5983842.00

MOD 08

700013 130053680000003 49920.00

LLA :

AC 1761506 J7C5 251 00019 0 050120 2D 000000 A00003168694

700014 130053680000005 210511.00

LLA :

AC 1761506 J7C5 251 00019 0 050120 2D 000000 A00003168694

900111 130053680000004 200000.00

LLA :

AC 1761506 J7C5 251 00019 0 050120 2D 000000 A00003168694

MOD 08 Funding 460431.00

Cumulative Funding 6444273.00

MOD 09

700015 130055176800002 45000.00

LLA :

AJ 1761804 4C7C 257 68520 0 050120 2D 000000 A00003292176

900112 130055176800002 5000.00

LLA :

AJ 1761804 4C7C 257 68520 0 050120 2D 000000 A00003292176

MOD 09 Funding 50000.00

Cumulative Funding 6494273.00

MOD 10

700016 130057690200001 13066.20

LLA :

AN 97-11X8242 2821 000 74212 0 065916 2D PFIA44 519180040GAU

F-18 Finland CASE: FI-P-GAU RSN: 026 PDLI:26A0 MILSTRIP: PFIA44 5191 8004

700017 130057690300001 13066.20

LLA :

AP 97-11X8242 2878 000 74782 0 065916 2D PKUA44 531980090GGW

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F-18 KUWAIT CASE: KU-P-GGW, RSN: 009, PDLI:9BZ000 MILSTRIP: PKUA44 5319 8009

700018 130057674000001 13066.20

LLA :

AQ 97-11X8242 2879 000 74792 0 065916 2D PMF044 513480050GBR

F-18 MALAYSIA CASE: MF-P-GBR, RSN: 001, PDLI:1B0000 MILSTRIP: PMF044 5134 8005

700019 130057690400001 13066.20

LLA :

AR 97-11X8242 2817 000 74172 0 065916 2D PSZ044 507260120GAX

F-18 SWISS CASE: SZ-P-GAX, RSN: 010, PDLI:10E1 MILSTRIP: PSZ044 5072 6012

700020 130057679300001 13066.20

LLA :

AS 97-11X8242 2884 000 74842 0 065916 2D PATY44 321980830GQY

F-18 AUSTRALIA CASE: AT-P-GQY, RSN: 015, PDLI:15A000 MILSTRIP: PATY44 3219 8083

700021 130057679500001 13066.20

LLA :

AT 97-11X8242 2886 000 74862 0 065916 2D PCN044 522480480FDD

F-18 CANADA CASE: CN-P-FDD, RSN: 003, PDLI:3Z0000 MILSTRIP: PCN044 5224 8048

MOD 10 Funding 78397.20

Cumulative Funding 6572670.20

MOD 11

700022 130054858000003 344020.00

LLA :

AB 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003266518

900113 130054858000004 14938.00

LLA :

AB 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003266518

MOD 11 Funding 358958.00

Cumulative Funding 6931628.20

MOD 12

700023 130059900700001 19000.00

LLA :

AU 9711X8242 KSO1 A5X FHZCF 0 57B310 80 010862 239F00004555 711021001 021001

700024 130059900800001 19000.00

LLA :

AV 9711X8242 IDO1 A5X FHUAL 0 18B310 80 010861 596F00007021 811021001 021001

700025 130059900900001 19000.00

LLA :

AW 9711X8242 QAO1 A5X FHWYX 0 92B310 80 010861 593F00005569 211021001 021001

700026 130059951700001 72500.00

LLA :

AY 2162020 A5XF H42 3808F P LE251J 00 109220 38A002114968 021001 021001

700027 130059951700002 56625.00

LLA :

AZ 2162032 A5XF HC7 0100A V OFS251 J0 010923 527A00257992 25021001 021001

900114 130059951700003 15875.00

LLA :

AZ 2162032 A5XF HC7 0100A V OFS251 J0 010923 527A00257992 25021001 021001

MOD 12 Funding 202000.00

Cumulative Funding 7133628.20

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MOD 13

700028 130060214100001 99456.00
 LLA :
 BA 2162032 A5XF HC7 0100A V OFS251 J0 010933 020A00257992 25021001 021001

900115 130060214100002 544.00
 LLA :
 BA 2162032 A5XF HC7 0100A V OFS251 J0 010933 020A00257992 25021001 021001

MOD 13 Funding 100000.00
 Cumulative Funding 7233628.20

MOD 14

710001 130061945600001 44950.00
 LLA :
 BC 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003801941

910101 130061945600002 6125.00
 LLA :
 BC 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003801941

MOD 14 Funding 51075.00
 Cumulative Funding 7284703.20

MOD 15

710002 130061814100001 963440.00
 LLA :
 BD 1771804 4D4D 251 00019 0 050120 2D 000000 A00003791348

710003 130062177800001 18750.00
 LLA :
 BF 97X4930 AC9F 6X0 000SM 2 B14000 00 25ABMI PR7C21D19367 S01021 001021

710004 130061841900001 1834200.00
 LLA :
 BG 1771506 J7C5 251 00019 0 050120 2D 000000 A00003794038

910001 130061814100002 12600.00
 LLA :
 BD 1771804 4D4D 251 00019 0 050120 2D 000000 A00003791348

910002 130061841900002 3600.00
 LLA :
 BG 1771506 J7C5 251 00019 0 050120 2D 000000 A00003794038

910102 130061814100002 94449.00
 LLA :
 BD 1771804 4D4D 251 00019 0 050120 2D 000000 A00003791348

910103 130062177800002 2250.00
 LLA :
 BF 97X4930 AC9F 6X0 000SM 2 B14000 00 25ABMI PR7C21D19367 S01021 001021

910104 130061841900002 200200.00
 LLA :
 BG 1771506 J7C5 251 00019 0 050120 2D 000000 A00003794038

MOD 15 Funding 3129489.00
 Cumulative Funding 10414192.20

MOD 16

710005 130062329200001 1000.00
 LLA :

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BH 97X4930 AAPL 6XM DSV00 0 00025F BH P7A300 MIPR7ARLHP90 09S36005 036005

MOD 16 Funding 1000.00
Cumulative Funding 10415192.20

MOD 17

710006 130061765000001 619500.00

LLA :
BJ 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003788325

710007 130062356000001 110900.00

LLA :
BK 97-11X8242 2801 000 74012 0 065916 2D PGY044 701160010LHW

910003 130061765000002 6000.00

LLA :
BJ 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003788325

910004 130062356000003 9000.00

LLA :
BL 97-11X8242 2801 000 74012 0 065916 2D PGY044 701160030LHW

910105 130061765000002 20891.00

LLA :
BJ 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003788325

910106 130062356000002 3600.00

LLA :
BM 97-11X8242 2801 000 74012 0 065916 2D PGY044 701160020LHW

MOD 17 Funding 769891.00
Cumulative Funding 11185083.20

MOD 18

710002 130061814100001 (227700.00)

LLA :
BD 1771804 4D4D 251 00019 0 050120 2D 000000 A00003791348

710008 130062505800001 51030.00

LLA :
BN 2172040 A5XF H65 5450J A 6FPLI2 51 J00109 84641A003011 0145021001 021001

710009 130062242300001 45000.00

LLA :
BP 1771804 4C7C 257 68520 0 050120 2D 000000 A00003823643

710010 130060634900001 272160.00

LLA :
BQ 97-11X8242 2868 000 74682 0 065916 2D PPKA95 609660560SBO

710011 130060634900003 28350.00

LLA :
BR 97-11X8242 2868 000 74682 0 065916 2D PPKA2N 610460340SBO

710012 130062521500001 100225.00

LLA :
BS 1771506 47C2 251 00019 0 050120 2D 000000 A00003846195

910005 130062505800002 1670.00

LLA :
BN 2172040 A5XF H65 5450J A 6FPLI2 51 J00109 84641A003011 0145021001 021001

910006 130062521500002 2751.00

LLA :
BS 1771506 47C2 251 00019 0 050120 2D 000000 A00003846195

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910102 130061814100002 (27700.00)
 LLA :
 BD 1771804 4D4D 251 00019 0 050120 2D 000000 A00003791348

910107 130062242300001 5000.00
 LLA :
 BP 1771804 4C7C 257 68520 0 050120 2D 000000 A00003823643

910108 130060634900002 30240.00
 LLA :
 BQ 97-11X8242 2868 000 74682 0 065916 2D PPKA95 609660560SBO

910109 130060634900004 3150.00
 LLA :
 BR 97-11X8242 2868 000 74682 0 065916 2D PPKA2N 610460340SBO

MOD 18 Funding 284176.00
 Cumulative Funding 11469259.20

MOD 19

710013 130062924700001 103900.00
 LLA :
 BT 9711X8242 IQO1 A5X FHUCI 0 12B251 G0 010988 984F00019091 231021001 021001

910007 130062924700003 3600.00
 LLA :
 BT 9711X8242 IQO1 A5X FHUCI 0 12B251 G0 010988 984F00019091 231021001 021001

910110 130062924700002 4500.00
 LLA :
 BT 9711X8242 IQO1 A5X FHUCI 0 12B251 G0 010988 984F00019091 231021001 021001

MOD 19 Funding 112000.00
 Cumulative Funding 11581259.20

MOD 20

710101 130063762500001 55000.00
 LLA :
 BU 9770300 56SF SD7 52S42 4 QS4BN6 36 020000 0F387700F877 00 087700

MOD 20 Funding 55000.00
 Cumulative Funding 11636259.20

MOD 21

710014 130064090400001 63270.00
 LLA :
 BV 1771506 47C2 251 00019 0 050120 2D 000000 A00003977571

MOD 21 Funding 63270.00
 Cumulative Funding 11699529.20

MOD 22

710015 130064110200001 144000.00
 LLA :
 BW 97-11X8242 2801 000 74012 0 065916 2D PGY044 414780410GPL

710016 130064092000001 227000.00
 LLA :
 BY 2172040 A60F J62 2705H 9 4RK192 55 000110 17521R002372 421021001 021001

910111 130064110200002 36224.00
 LLA :

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BX 97-11X8242 2801 000 74012 0 065916 2D PGY044 414780420GPL

910112 130064092000002 25300.00
 LLA :
 BY 2172040 A60F J62 2705H 9 4RK192 55 000110 17521R002372 421021001 021001

MOD 22 Funding 432524.00
 Cumulative Funding 12132053.20

MOD 23

710017 130064982400001 25900.00
 LLA :
 BZ 2172020 A60 X6137 3 5CVOFS 25 710011 040632A00300 77212 021001

710018 130064982500001 17700.00
 LLA :
 CA 2172020 A60 X6123 2 07AMAE 25 710011 0040634A0030 07736 021001

710019 130062242300002 45000.00
 LLA :
 BP 1771804 4C7C 257 68520 0 050120 2D 000000 A00003823643

710020 130064670700002 5200.00
 LLA :
 CB 9711X8242 KU01 6X6 X0825 7 1ULK02 4S 23204 023204

910113 130064982400002 3800.00
 LLA :
 BZ 2172020 A60 X6137 3 5CVOFS 25 710011 040632A00300 77212 021001

910114 130064982500002 2100.00
 LLA :
 CA 2172020 A60 X6123 2 07AMAE 25 710011 0040634A0030 07736 021001

910115 130062242300002 5000.00
 LLA :
 BP 1771804 4C7C 257 68520 0 050120 2D 000000 A00003823643

910116 130064670700002 600.00
 LLA :
 CB 9711X8242 KU01 6X6 X0825 7 1ULK02 4S 23204 023204

MOD 23 Funding 105300.00
 Cumulative Funding 12237353.20

MOD 24

710021 130065334500001 6100.00
 LLA :
 BH 97X4930 AAPL 6XM DSV00 0 00025F BH P7A300 MIPR7ARLHP90 09S36005 036005

910117 130065334500002 1900.00
 LLA :
 BH 97X4930 AAPL 6XM DSV00 0 00025F BH P7A300 MIPR7ARLHP90 09S36005 036005

MOD 24 Funding 8000.00
 Cumulative Funding 12245353.20

MOD 25

710022 130065182200001 34505.00
 LLA :
 CC 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004054546

710023 130065299400001 120000.00
 LLA :

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CD 5773400 3078 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR042589PSRH06645 503000

910118 130065182200002 4574.00

LLA :

CC 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004054546

910119 130065299400002 21800.00

LLA :

CD 5773400 3078 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR042589PSRH06645 503000

MOD 25 Funding 180879.00

Cumulative Funding 12426232.20

MOD 26

710024 130065024100001 336000.00

LLA :

CE 97-11X8242 2878 000 74782 0 065916 2D PKUA44 629261170GGW

710025 130064640800001 500000.00

LLA :

CG 97-11X8242 2884 000 74842 0 065916 2D PATV44 603260550SCF

910120 130065024100002 58000.00

LLA :

CF 97-11X8242 2878 000 74782 0 065916 2D PKUA44 629261180GGW

910121 130064640800002 88600.00

LLA :

CH 97-11X8242 2884 000 74842 0 065916 2D PATV44 603260560SCF

MOD 26 Funding 982600.00

Cumulative Funding 13408832.20

MOD 27

710026 130065871400001 147000.00

LLA :

CJ 1771506 U5B2 251 00019 0 050120 2D 000000 A00004096682

910008 130065871400002 15000.00

LLA :

CJ 1771506 U5B2 251 00019 0 050120 2D 000000 A00004096682

910122 130061814100006 10000.00

LLA :

BD 1771804 4D4D 251 00019 0 050120 2D 000000 A00003791348

910123 130064670700003 1509.25

LLA :

CB 9711X8242 KU01 6X6 X0825 7 1ULK02 4S 23204 023204

MOD 27 Funding 173509.25

Cumulative Funding 13582341.45

MOD 28

710027 130066351300001 31600.00

LLA :

CK 97-11X8242 2818 000 74182 0 065916 2D PDEN44 235562300SAE

910009 130065299400004 3000.00

LLA :

CD 5773400 3078 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR042589PSRH06645 503000

910119 130065299400002 (3000.00)

LLA :

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CD 5773400 3078 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR042589PSRH06645 503000

910124 130066351300002 3400.00

LLA :

CL 97-11X8242 2818 000 74182 0 065916 2D PDEN44 235562310SAE

MOD 28 Funding 35000.00

Cumulative Funding 13617341.45

MOD 29

710028 0000000000000000 55400.00

LLA :

CM HSBC USA Bank Account # 389-47501-7

710029 130066898000001 47000.00

LLA :

CD 5773400 3078 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR042589PSRH06645 503000

910125 130066898000002 127000.00

LLA :

CD 5773400 3078 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR042589PSRH06645 503000

MOD 29 Funding 229400.00

Cumulative Funding 13846741.45

MOD 30

710030 130067144300001 64300.00

LLA :

CN 2172032 A5XF HC7 0100A F PLE253 F0 011080 239A00301041 25021001 021001

910126 130067144300002 154700.00

LLA :

CN 2172032 A5XF HC7 0100A F PLE253 F0 011080 239A00301041 25021001 021001

MOD 30 Funding 219000.00

Cumulative Funding 14065741.45

MOD 31

710031 130067460100001 45600.00

LLA :

CP 1771319 A5HA 251 WS020 0 050120 2D 000000 A00004207306

910010 130067460100002 3200.00

LLA :

CP 1771319 A5HA 251 WS020 0 050120 2D 000000 A00004207306

MOD 31 Funding 48800.00

Cumulative Funding 14114541.45

MOD 32

710032 130067600400001 19000.00

LLA :

CQ 9711X8242 IN01 A5X FHUAH 0 49B251 H0 011081 187F00006984 912021001 021001

MOD 32 Funding 19000.00

Cumulative Funding 14133541.45

MOD 33

910127 130067978900001 77780.00

LLA :

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CR 1781804 4RZ3 310 00019 0 050120 2D 000000 A00004263927

MOD 33 Funding 77780.00
Cumulative Funding 14211321.45

MOD 34

910128 130067994400001 18541.34
LLA :
CS 1761506 U1MM 310 00019 0 050120 2D 000000 A00004264566

MOD 34 Funding 18541.34
Cumulative Funding 14229862.79

MOD 35

720001 0000000000000000 198000.00
LLA :
CT CITIBANK ACCT# 9250649861

720002 130069027700001 100225.00
LLA :
CU 1781506 47C2 251 00019 0 050120 2D 000000

720003 130069163800001 112500.00
LLA :
CV 1781804 4C7C 257 68520 0 050120 2D 000000

920001 130069027700002 3000.00
LLA :
CU 1781506 47C2 251 00019 0 050120 2D 000000

920101 0000000000000000 22144.00
LLA :
CT CITIBANK ACCT# 9250649861

920102 130069163800001 12500.00
LLA :
CV 1781804 4C7C 257 68520 0 050120 2D 000000

MOD 35 Funding 448369.00
Cumulative Funding 14678231.79

MOD 36

720004 1300690900000001 455000.00
LLA :
CW 1781804 4RZ3 251 00019 0 050120 2D 000000 A00004354300

720005 130069221700001 170000.00
LLA :
CX 1781506 U1MM 251 00019 0 050120 2D 000000 A00004362941

720006 130069304100001 632131.00
LLA :
CY 1781804 4D4D 251 00019 0 050120 2D 000000 A00004368830

720007 130069056700001 632510.00
LLA :
CZ 1781506 J7C5 251 00019 0 050120 2D 000000 A00004352001

720008 130069433000001 342000.00
LLA :
DA 1781804 4A4N 251 00019 0 050120 2D 000000 A00004378510

720009 130069165400001 34000.00
LLA :

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DB 1781319 A5HA 251 WS020 0 050120 2D 000000

720010 130069344200001 33500.00

LLA :

DC 97-11X8242 2821 000 74212 0 065916 2D PFIA54 708580030LBD

920002 130069304100002 3600.00

LLA :

CY 1781804 4D4D 251 00019 0 050120 2D 000000 A00004368830

920003 130069433000002 7500.00

LLA :

DA 1781804 4A4N 251 00019 0 050120 2D 000000 A00004378510

920103 130069304100002 82727.00

LLA :

CY 1781804 4D4D 251 00019 0 050120 2D 000000 A00004368830

920104 130069056700002 82727.00

LLA :

CZ 1781506 J7C5 251 00019 0 050120 2D 000000 A00004352001

920105 1300694330000003 30660.00

LLA :

DA 1781804 4A4N 251 00019 0 050120 2D 000000 A00004378510

920106 130069344200002 5000.00

LLA :

DD 97-11X8242 2821 000 74212 0 065916 2D PFIA54 708580040LBD

MOD 36 Funding 2511355.00

Cumulative Funding 17189586.79

MOD 37

720011 130069524700001 102000.00

LLA :

DE 5783400 3088 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR050950PSR958473 503000

720012 130069524700003 26000.00

LLA :

DF 5783840 5884 157 XXGN6 8 010000 57 882532 18F503000F03 000FSR026249PSR598500 503000

720013 130069522400001 138300.00

LLA :

DG 9711X8242 ATO1 A5X FHUJC 0 07B251 J0 011135 668F00045227 11021001 021001

720014 130069566000001 166500.00

LLA :

DH 2172032 A5XF HC7 0100A F PLE251 J0 011139 245A00301041 4021001 021001

920004 130069522400003 16000.00

LLA :

DG 9711X8242 ATO1 A5X FHUJC 0 07B251 J0 011135 668F00045227 11021001 021001

920005 130069566000003 800.00

LLA :

DH 2172032 A5XF HC7 0100A F PLE251 J0 011139 245A00301041 4021001 021001

920107 130069524700002 47000.00

LLA :

DE 5783400 3088 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR050950PSR958473 503000

920108 130069524700004 12000.00

LLA :

DF 5783840 5884 157 XXGN6 8 010000 57 882532 18F503000F03 000FSR026249PSR598500 503000

920109 130069522400002 4800.00

LLA :

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DG 9711X8242 ATO1 A5X FHUJC 0 07B251 J0 011135 668F00045227 11021001 021001

920110 130069566000002 7700.00

LLA :

DH 2172032 A5XF HC7 0100A F PLE251 J0 011139 245A00301041 4021001 021001

MOD 37 Funding 521100.00

Cumulative Funding 17710686.79

MOD 38

720015 130069434100001 48000.00

LLA :

DJ 97-11X8242 2879 000 74792 0 065916 2D PMFF44 625160100GBN

920111 130069434100002 17000.00

LLA :

DK 97-11X8242 2879 000 74792 0 065916 2D PMFF44 625160110GBN

MOD 38 Funding 65000.00

Cumulative Funding 17775686.79

MOD 39

720016 130070197600001 109000.00

LLA :

DL 2172032 A5XF HC7 0100A F PLE251 J0 011136 910A00301041 4021001 021001

720017 130070104500001 259800.00

LLA :

DM 1781319 C4LC 251 24VCS 0 050120 2D 000000 A00004430427

720018 130070089800001 87075.00

LLA :

DN 1781506 J7C5 251 00019 0 050120 2D 000000 A00004429798

720019 130069954000001 130200.00

LLA :

DP 97X4930 NH2C 251 77777 0 050120 2F 000000 A00004419432

920006 130070197600003 3200.00

LLA :

DL 2172032 A5XF HC7 0100A F PLE251 J0 011136 910A00301041 4021001 021001

920007 130070104500003 3000.00

LLA :

DM 1781319 C4LC 251 24VCS 0 050120 2D 000000 A00004430427

920008 130069954000001 9900.00

LLA :

DP 97X4930 NH2C 251 77777 0 050120 2F 000000 A00004419432

920112 130070197600002 5800.00

LLA :

DL 2172032 A5XF HC7 0100A F PLE251 J0 011136 910A00301041 4021001 021001

920113 130070104500002 29200.00

LLA :

DM 1781319 C4LC 251 24VCS 0 050120 2D 000000 A00004430427

920114 130070089800002 21929.00

LLA :

DN 1781506 J7C5 251 00019 0 050120 2D 000000 A00004429798

920115 130069954000001 2900.00

LLA :

DP 97X4930 NH2C 251 77777 0 050120 2F 000000 A00004419432

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MOD 39 Funding 662004.00
Cumulative Funding 18437690.79

MOD 40

720020 130070324500001 21400.00

LLA :
DQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004447505

920116 130070324500002 16494.00

LLA :
DQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004447505

MOD 40 Funding 37894.00
Cumulative Funding 18475584.79

MOD 41

720021 130070352300001 128000.00

LLA :
DR 1781506 U14B 251 00019 0 050120 2D 000000 A00004448841

720022 130070242200001 15000.00

LLA :
DS 97-11X8242 2818 000 74182 0 065916 2D PDEN44 235562340SAE

920117 130070352300002 14800.00

LLA :
DR 1781506 U14B 251 00019 0 050120 2D 000000 A00004448841

MOD 41 Funding 157800.00
Cumulative Funding 18633384.79

MOD 42

720023 130070876100001 25900.00

LLA :
DV 2182020 A60X 613 735CV O FS2571 00 111719 49A003567021 2021001 021001

720024 130070878200001 17700.00

LLA :
DU 2182020 A60X 612 3207A M AE2571 00 111719 92A003567036 021001 021001

920118 130070876100002 3800.00

LLA :
DV 2182020 A60X 613 735CV O FS2571 00 111719 49A003567021 2021001 021001

920119 130070878200002 2100.00

LLA :
DU 2182020 A60X 612 3207A M AE2571 00 111719 92A003567036 021001 021001

MOD 42 Funding 49500.00
Cumulative Funding 18682884.79

MOD 43

720025 130071612700001 5200.00

LLA :
DW 97X4930 AAPL 6XM DSV00 0 000251 UH P7A300 S36005 036005

720026 130071422700001 162000.00

LLA :
DX 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004527627

720027 130071305900001 118500.00

LLA :

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DY 1781506 J7C5 251 00019 0 050120 2D 000000 A00004519923

720028 130071453000001 74700.00

LLA :

DZ 2172032 A5XF HC7 0100A F PLE310 Q0 011178 128A00301041 4021001 021001

920009 130071422700003 6000.00

LLA :

DX 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004527627

920120 130071612700002 1800.00

LLA :

DW 97X4930 AAPL 6XM DSV00 0 000251 UH P7A300 S36005 036005

920121 130071422700002 12000.00

LLA :

DX 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004527627

920122 130071305900002 15500.00

LLA :

DY 1781506 J7C5 251 00019 0 050120 2D 000000 A00004519923

920123 130071453000002 300.00

LLA :

DZ 2172032 A5XF HC7 0100A F PLE310 Q0 011178 128A00301041 4021001 021001

MOD 43 Funding 396000.00

Cumulative Funding 19078884.79

MOD 44

720029 130072510600001 70000.00

LLA :

EA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004592620

720030 130072530700001 292500.00

LLA :

EB 1781506 Y1CF 251 00019 0 050120 2D 000000 A00004593645

720031 130072812200001 5200.00

LLA :

EC 2162031 0000 5E5 E55P1 1 109670 00 431E1 023204

720032 130072737900001 65700.00

LLA :

ED 9780300 56SF SD8 SWE82 4 624BPS PP MP5030 00F03000FSR0 54437PSRE75461DSR3028 503000

920010 130072530700002 9000.00

LLA :

EB 1781506 Y1CF 251 00019 0 050120 2D 000000 A00004593645

920011 130072737900003 9600.00

LLA :

ED 9780300 56SF SD8 SWE82 4 624BPS PP MP5030 00F03000FSR0 54437PSRE75461DSR3028 503000

920124 130072510600002 29282.00

LLA :

EA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004592620

920125 130072812200002 1800.00

LLA :

EC 2162031 0000 5E5 E55P1 1 109670 00 431E1 023204

920126 130072737900002 1200.00

LLA :

ED 9780300 56SF SD8 SWE82 4 624BPS PP MP5030 00F03000FSR0 54437PSRE75461DSR3028 503000

MOD 44 Funding 484282.00

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Cumulative Funding 19563166.79

MOD 45

710031 130067460100001 (45600.00)
LLA :
CP 1771319 A5HA 251 WS020 0 050120 2D 000000 A00004207306

910010 130067460100002 (3200.00)
LLA :
CP 1771319 A5HA 251 WS020 0 050120 2D 000000 A00004207306

MOD 45 Funding -48800.00
Cumulative Funding 19514366.79

MOD 46

720033 130073217400001 32000.00
LLA :
EE 97-11X8242 2810 000 74102 0 065916 2D PGRP54 607062030GLI

720034 130069165400003 14000.00
LLA :
DB 1781319 A5HA 251 WS020 0 050120 2D 000000 A10004359048

920012 130069165400004 5000.00
LLA :
DB 1781319 A5HA 251 WS020 0 050120 2D 000000 A10004359048

920127 130073217400002 15370.00
LLA :
EF 97-11X8242 2810 000 74102 0 065916 2D PGRP54 607062040GLI

MOD 46 Funding 66370.00
Cumulative Funding 19580736.79

MOD 47 Funding 0.00
Cumulative Funding 19580736.79

MOD 48

720035 130073990600001 6300.00
LLA :
EG 1781804 4A2A 251 00019 0 050120 2D 000000 A00004683708

920128 130073990600002 700.00
LLA :
EG 1781804 4A2A 251 00019 0 050120 2D 000000 A00004683708

MOD 48 Funding 7000.00
Cumulative Funding 19587736.79

MOD 49

720036 130074294100001 41001.00
LLA :
EJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004706200

720037 130074294100002 15565.50
LLA :
ET 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004706200

720038 130074294100003 600.00
LLA :
EK 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004706200

720039 130074294100004 4800.00

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LLA :
EL 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004706200

720040 130074294100005 1500.00
LLA :
EM 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004706200

720041 130074294100006 5000.00
LLA :
EN 97X4930 NH2A 251 77777 0 050120 2F 000000 A50004706200

720042 130074294100007 6833.49
LLA :
EP 97X4930 NH2A 251 77777 0 050120 2F 000000 A60004706200

720043 130074294100008 14155.06
LLA :
EQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A70004706200

720044 130074294100009 3744.47
LLA :
ES 97X4930 NH2A 251 77777 0 050120 2F 000000 A90004706200

720045 130074294100010 79600.48
LLA :
ER 97X4930 NH2A 251 77777 0 050120 2F 000000 A80004706200

920129 130074614500001 128474.00
LLA :
EH 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004731272

920130 130074294100011 19200.00
LLA :
ES 97X4930 NH2A 251 77777 0 050120 2F 000000 A90004706200

MOD 49 Funding 320474.00
Cumulative Funding 19908210.79

MOD 50

920131 130075399200001 218952.00
LLA :
EU 97-11X8242 2880 000 74802 0 065916 2D PUKE44 829260100SAN

920132 130075367000001 210983.00
LLA :
EV 97-11X8242 2855 000 74552 0 065916 2D PSRM24 629660370SBU

MOD 50 Funding 429935.00
Cumulative Funding 20338145.79

MOD 51

720046 130075897400001 126000.00
LLA :
EW 2182032 A5XF HC7 0100A F PLE251 J0 011280 798A00348562 4021001 021001

MOD 51 Funding 126000.00
Cumulative Funding 20464145.79

MOD 52

730001 130076252000001 342500.00
LLA :
EX 1791804 4A4N 251 00019 0 050120 2D 000000 A10004867405

730002 130076504400001 88975.00

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LLA :
EY 1791804 4A4N 251 00019 0 050120 2D 000000 A00004885302

730003 130076504400002 39225.00
LLA :
EZ 1791804 4A4N 251 00019 0 050120 2D 000000 A10004885302

730004 130076321200001 131662.00
LLA :
FA 1791506 47C2 251 00019 0 050120 2D 000000 A00004869448

730005 130076537400001 123400.00
LLA :
FB 2192032 A5XF HC7 0100A F PLE251 J0 011295 612A00397242 4021001 021001

730006 130076518700001 258450.00
LLA :
FC 97-11X8242 2801 000 74012 0 065916 2D PGY044 731980280GPL

930001 130076252000002 20500.00
LLA :
EX 1791804 4A4N 251 00019 0 050120 2D 000000 A10004867405

930002 130076504400003 6279.00
LLA :
EY 1791804 4A4N 251 00019 0 050120 2D 000000 A00004885302

930003 130076321200002 3000.00
LLA :
FA 1791506 47C2 251 00019 0 050120 2D 000000 A00004869448

930004 130076537400003 2000.00
LLA :
FB 2192032 A5XF HC7 0100A F PLE251 J0 011295 612A00397242 4021001 021001

930101 130076252000003 17160.00
LLA :
EX 1791804 4A4N 251 00019 0 050120 2D 000000 A10004867405

930102 130076504400004 8918.80
LLA :
EY 1791804 4A4N 251 00019 0 050120 2D 000000 A00004885302

930103 130076537400002 600.00
LLA :
FB 2192032 A5XF HC7 0100A F PLE251 J0 011295 612A00397242 4021001 021001

930104 130076518700002 28590.00
LLA :
FD 97-11X8242 2801 000 74012 0 065916 2D PGY044 731980290GPL

MOD 52 Funding 1071259.80
Cumulative Funding 21535405.59

MOD 53

730007 130076538400001 62000.00
LLA :
FN 97-11X8242 2821 000 74212 0 065916 2D PFIA44 516960180LBD

730008 130076552900001 100000.00
LLA :
FE 97-11X8242 2880 000 74802 0 065916 2D PUKE44 829262680SAN

730009 130076421700001 416000.00
LLA :
FF 1791804 4D4D 251 00019 0 050120 2D 000000 A00004878199

730010 130075559600001 58500.00

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LLA :

FG 1791804 4A2A 251 00019 0 050120 2D 000000 A00004817665

730011 130076615700001 246900.00

LLA :

FL 97-11X8242 2855 000 74552 0 065916 2D PSRM24 629660380SBU

930005 130076421700002 6000.00

LLA :

FF 1791804 4D4D 251 00019 0 050120 2D 000000 A00004878199

930006 130076615700003 6000.00

LLA :

FK 97-11X8242 2855 000 74552 0 065916 2D PSRM24 629660400SBU

930105 130076538400002 6880.00

LLA :

FH 97-11X8242 2821 000 74212 0 065916 2D PFIA44 516960190LBD

930106 130076552900002 24342.00

LLA :

FJ 97-11X8242 2880 000 74802 0 065916 2D PUKE44 829262690SAN

930107 130076421700002 40599.00

LLA :

FF 1791804 4D4D 251 00019 0 050120 2D 000000 A00004878199

930108 130075559600002 6500.00

LLA :

FG 1791804 4A2A 251 00019 0 050120 2D 000000 A00004817665

930109 130076615700002 24342.00

LLA :

FM 97-11X8242 2855 000 74552 0 065916 2D PSRM24 629660390SBU

MOD 53 Funding 998063.00

Cumulative Funding 22533468.59

MOD 54

730012 130076913800001 135000.00

LLA :

FP 1791804 4C7C 251 68520 0 050120 2D 000000 A00004915440

730013 130076368600001 293760.00

LLA :

FQ 1791506 Y1CF 251 00019 0 050120 2D 000000 A00004873912

930007 130076368600002 9000.00

LLA :

FQ 1791506 Y1CF 251 00019 0 050120 2D 000000 A00004873912

930110 130076913800001 15000.00

LLA :

FP 1791804 4C7C 251 68520 0 050120 2D 000000 A00004915440

MOD 54 Funding 452760.00

Cumulative Funding 22986228.59

MOD 55

730014 130077135300001 85500.00

LLA :

FR 5793400 3098 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR072540PSRF32687 503000

730015 130077135300004 42000.00

LLA :

FS 5793840 5894 157 XXGN6 8 010000 57 882532 18F503000F03 000FSR037191PSR520072 503000

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730016 130077226300001 74270.00

LLA :
FT 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004940518

730017 130076917800001 946995.00

LLA :
FU 1791506 J7C5 251 00019 0 050120 2D 000000 A00004916802

930008 130077135300003 4500.00

LLA :
FR 5793400 3098 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR072540PSRF32687 503000

930111 130077135300002 23500.00

LLA :
FR 5793400 3098 7WP XXGN6 8 010000 57 882252 19F503000F03 000FSR072540PSRF32687 503000

930112 130077135300005 11500.00

LLA :
FS 5793840 5894 157 XXGN6 8 010000 57 882532 18F503000F03 000FSR037191PSR520072 503000

930113 130076917800002 105715.00

LLA :
FU 1791506 J7C5 251 00019 0 050120 2D 000000 A00004916802

MOD 55 Funding 1293980.00
Cumulative Funding 24280208.59

MOD 56

730018 130076955200001 305000.00

LLA :
FV 1791506 Y5BE 251 00019 0 050120 2D 000000 A00004918840

730019 130077414800001 40000.00

LLA :
FW 2182032 A5XF HC7 0302A F PLI253 F0 011316 370A00348671 45021001 021001

930009 130076955200001 9000.00

LLA :
FV 1791506 Y5BE 251 00019 0 050120 2D 000000 A00004918840

930114 130076955200001 12000.00

LLA :
FV 1791506 Y5BE 251 00019 0 050120 2D 000000 A00004918840

930115 130077414800002 1900.00

LLA :
FW 2182032 A5XF HC7 0302A F PLI253 F0 011316 370A00348671 45021001 021001

MOD 56 Funding 367900.00
Cumulative Funding 24648108.59

MOD 57

730020 130077334400001 900000.00

LLA :
FX 1791804 4D4D 251 00019 0 050120 2D 000000 A10004951105

730021 130077398400001 11000.00

LLA :
FY 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004955381

930010 130077398400001 6000.00

LLA :
FY 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004955381

930116 130077334400002 100000.00

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LLA :
FX 1791804 4D4D 251 00019 0 050120 2D 000000 A10004951105

930117 130077398400001 3000.00

LLA :
FY 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004955381

MOD 57 Funding 1020000.00
Cumulative Funding 25668108.59

MOD 58

730022 130077649400001 120960.00

LLA :
FZ 1771506 U14B 251 00019 0 050120 2D 000000 A00004976722

930118 130077649400001 13440.00

LLA :
FZ 1771506 U14B 251 00019 0 050120 2D 000000 A00004976722

MOD 58 Funding 134400.00
Cumulative Funding 25802508.59

MOD 59

730023 130077976100001 35000.00

LLA :
GA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004998776

730024 130077976100002 22000.00

LLA :
GB 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004998776

930119 130077976100003 6619.52

LLA :
GC 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004998776

MOD 59 Funding 63619.52
Cumulative Funding 25866128.11

MOD 60

730025 130077209100001 649500.00

LLA :
GD 1791506 J7C5 251 00019 0 050120 2D 000000 A10004938538

730026 130077140400001 406318.00

LLA :
GE 1791506 J7C5 310 00019 0 050120 2D 000000 A10004931722

730027 130078764200001 36600.00

LLA :
GF 2192040 A5XF J64 4117F I 4FPLW2 55 000113 42356A003965 9810210010040566018 021001

930011 130078764200002 6900.00

LLA :
GF 2192040 A5XF J64 4117F I 4FPLW2 55 000113 42356A003965 9810210010040566018 021001

930120 130077209100002 48500.00

LLA :
GD 1791506 J7C5 251 00019 0 050120 2D 000000 A10004938538

930121 130077140400002 69676.00

LLA :
GE 1791506 J7C5 310 00019 0 050120 2D 000000 A10004931722

930122 130078764200003 1000.00

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LLA :

GF 2192040 A5XF J64 4117F I 4FPLW2 55 000113 42356A003965 9810210010040566018 021001

MOD 60 Funding 1218494.00
Cumulative Funding 27084622.11

MOD 61

730028 130079133700001 57600.00

LLA :

GG 1791319 A5HA 251 WS020 0 050120 2D 000000 A00005094252

930012 130079133700002 6400.00

LLA :

GG 1791319 A5HA 251 WS020 0 050120 2D 000000 A00005094252

MOD 61 Funding 64000.00
Cumulative Funding 27148622.11

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All provisions and clauses of Section H of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

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

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

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 used in the performance of this Task Order.

(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.

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

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

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

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 12 months after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(b)(1))

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

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

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

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with a 12 month prohibition after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such 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;

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(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.

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

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

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

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

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

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

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

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

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

5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS WHICH INHIBIT COMPETITION (NAVAIR)(OCT 2005)

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition. In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall

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forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

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

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone

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number of the Contracting Officer is:

[REDACTED]

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

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

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

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

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

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in

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the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

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

(d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d)

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

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

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

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

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

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

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information

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

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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

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

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

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The

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contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

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

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

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

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

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

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

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

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

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

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to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

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

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

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

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

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

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

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

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

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

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

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

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign

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new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

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

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

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

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

GOVERNMENT FURNISHED PROPERTY (SEP 1990)(NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant Contracting Officer's Representative, via the cognizant Procuring Contract Office (NAWC-AD), the Government will furnish the following for use in the performance of this task order: Attachment 3

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)

(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:

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

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

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Nomenclature/ Description	Part/ Model Number and	Mfg	Serial Number	Quantity/	As Is: Yes/No	Unit Acq
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	National Stock Number		(Unique Item Identifier)	Unit of Issue		Cost
See Attachment 3 GFE						

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

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Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
See Attachment 3 GFE						

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

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Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
None						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm-pubs.asp>. 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.

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SECTION I CONTRACT CLAUSES

Contract Clauses in Section I in the contractor's Basic SeaPort-e IDIQ are incorporated into this task order by reference.

Clauses Incorporated by reference:

52.245-1 Government Property (Apr 2012)

52.245-2 -- Government Property Installation Operation Services (Apr 2012)

52.245-9 --Use and Charges (Apr 2012)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011).

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

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

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

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor

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because there is no employer to whom such an individual could submit the required disclosures.

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

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

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

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

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

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

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

(b) *Requirements.* The Contractor shall—

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

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

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household.

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

(C) Gifts, including travel; and

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

(2) For each covered employee—

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

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

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

(3) Inform covered employees of their obligation—

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

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

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

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

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

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

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

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

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

(c) Mitigation or waiver.

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

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

(ii) A waiver of the requirement.

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

(3) The Contractor shall—

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

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

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

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

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

(End of clause)

52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(

a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

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

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

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item. The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

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

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

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

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) term type Task Order. This procurement will have a one (1) year base period and four (4) one (1) year option periods.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the current period of performance; 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 5 years 6 months.

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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(a) Definitions. As used in this clause--

"Coercion" means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

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(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause;

and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013).

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

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

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

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

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

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

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

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

(e)

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the

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subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

KPG Global Enterprises
Indiana Standards Laboratory

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

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

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

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

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(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

(a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:

(1) The services being acquired are highly unique or specialized;

(2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or

(3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.

(d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5,

"Evaluation of Options".

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

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information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

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

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

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

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have

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routine physical access to a Federally-controlled facility and/or routine access to a Federallycontrolled information system.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (JUN 2013)

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be

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considered when determining whether development was at government, private, or mixed expense.

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor 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.

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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through (b)(1)(ix) of this clause; or

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

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

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

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

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

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

(3) *Limited rights.*

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have

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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.

(End of identification and assertion)

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

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

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

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restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address

Expiration Date

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

(End of legend)

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

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

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

(End of legend)

(4) *Special license rights markings.*

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

SPECIAL LICENSE RIGHTS

(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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C.

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2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

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

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

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

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

(End of clause)

252.222-7007 Representation Regarding Combating Trafficking in Persons.(JAN 2015)

By submission of its offer, the Offeror represents that it—

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and

(c) Has notified its employees and subcontractors of—

(1) The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and

(2) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart [203.9](#), from reprisal for whistleblowing on trafficking in persons violations.

52.222-41 -- Service Contract Labor Standards (May 2014)

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

“Contractor” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are

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defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract,

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or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized

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representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

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(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

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(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification .*

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wage otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under section 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

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- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).
- (t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)

In compliance with the Service Contract Labor Standards statute 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. 5341](#) or [5332](#).

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (May 2014)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Labor Standards statute, ([41 U.S.C. chapter 67](#)), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
- (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

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- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see [252.204-7012\(b\)\(1\)\(ii\)](#))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

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(End of provision)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).

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

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

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- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to—
- (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.
- (c) *Subcontracts*. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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

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

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

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the

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performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. . To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system

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operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

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

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/certificate.html>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber

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incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32CFR 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

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(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - QASP

Attachment 2 - CDRLs

Attachment 3 GFE

Attachment 4 - Wage Determination

Attachment 5 DD254

Attachment 6 DD254 Rev #001

Attachment 7 Wage Determination, Lawrence County, IN