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## GENERAL INFORMATION

The purpose of this modification is to realign ceiling from CLINs 7101, 7102, and 7105 to CLIN 7100 and to incrementally fund as shown below. CLIN 7105 for increased capacity has been exercised in this process.... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby increased from

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	Base Period: Labor in Support of SOW Paragraph 4.2; APN Funds; Cost-Plus-Fixed-Fee (APN)	1.0	LO			
700001	R408	Funding in Support of CLIN 7000 ACRN AA (APN)					
700002	R408	Funding in Support of CLIN 7000 ACRN AB (APN)					
700003	R408	Funding in Support of CLIN 7000 ACRN AC (APN)					
700004	R408	Funding in Support of CLIN 7000 ACRN AD (APN)					
700005	R408	Funding in Support of CLIN 7000 ACRN AD (APN)					
700006	R408	Funding in Support of CLIN 7000 ACRN AB (APN)					
700007	R408	Funding in Support of CLIN 7000 ACRN AC (APN)					
700008	R408	Funding in Support of CLIN 7000 ACRN AG (APN)					
7001	R408	Base Period: Labor in Support of SOW Paragraph 4.3; OM&N Funds; Cost-Plus-Fixed-Fee (O&MN,N)	1.0	LO			
700101	R408	Funding in support of CLIN 7001 ACRN AF (O&MN,N)					
7002	R408	Base Period: Labor in Support of SOW Paragraph 4.4; RDT&E Funds; Cost-Plus-Fixed-Fee (RDT&E)	1.0	LO			
700201	R408	Funding in support of CLIN 7002 ACRN AE (RDT&E)					
700202	R408	Funding in support of CLIN 7002 ACRN AE (RDT&E)					
7003	R408	Base Period: Labor in Support of SOW Paragraph 4.5; FMS Funds; Cost-Plus-Fixed-Fee (FMS Case #AA-A-AAA)	1.0	LO	\$0.00	\$0.00	\$0.00

For Cost Type / NSP Items

7004		Base Period: Technical Data in Accordance with SOW Paragraph 11.0; Not Separately Priced					1.0 LO NSP
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For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7005	R408	Base Period: Labor Increased Capacity (10%) in support of CLIN's 7000-7003 (OPTION) (Fund Type - OTHER)	1.0	LO			
7100	R408	Option I: Labor in Support of SOW Paragraph 4.2; APN Funds; Cost-Plus-Fixed-Fee (APN)	1.0	LO			
710001	R408	Funding in support of CLIN 7100 (APN)					
710002	R408	Funding in support of CLIN 7100 (APN)					
710003	R408	Funding in support of CLIN 7100 (APN)					
710004	R408	Funding in support of CLIN 7100 (APN)					
710005	R408	Funding in support of CLIN 7100 (APN)					
710006	R408	Funding in support of CLIN 7100 (APN)					
710007	R408	Funding in support of CLIN 7100 (APN)					
710008	R408	Funding in support of CLIN 7100 (APN)					
7101	R408	Option I: Labor in Support of SOW Paragraph 4.3; OM&N Funds; Cost-Plus-Fixed-Fee (O&MN,N)	1.0	LO			
7102	R408	Option I: Labor in Support of SOW Paragraph 4.4; RDT&E Funds; Cost-Plus-Fixed-Fee (RDT&E)	1.0	LO			
7103	R408	Option I: Labor in Support of SOW Paragraph 4.5; FMS Funds; Cost-Plus-Fixed-Fee (FMS Case #AA-A-AAA)	1.0	LO			

For Cost Type / NSP Items

7104		Option I: Technical Data in Accordance with SOW Paragraph 11.0; Not Separately Priced				1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7105	R408	Option I: Labor Increased Capacity (10%) in support of CLIN's 7100-7103 (OPTION) (Fund Type - OTHER)	1.0	LO			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R408	Option II: Labor in Support of SOW Paragraph 4.2; APN Funds; Cost-Plus-Fixed-Fee (APN)  Option	1.0	LO			
7201	R408	Option II: Labor in Support of SOW Paragraph 4.3; OM&N Funds; Cost-Plus-Fixed-Fee (O&MN,N)  Option	1.0	LO			
7202	R408	Option II: Labor in Support of SOW Paragraph 4.4; RDT&E Funds; Cost-Plus-Fixed-Fee (RDT&E)  Option	1.0	LO			
7203	R408	Option II: Labor in Support of SOW Paragraph 4.5; FMS Funds; Cost-Plus-Fixed-Fee (FMS Case #AA-A-AAA)  Option	1.0	LO			

For Cost Type / NSP Items

7204		Option II: Technical Data in Accordance with SOW Paragraph 11.0; Not Separately Priced				1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7205	R408	Option II: Labor Increased Capacity (10%) in support of CLIN's 7200-7203 (OPTION) (Fund Type - OTHER)  Option	1.0	LO			
7300	R408	Option III: Labor in Support of SOW Paragraph 4.2; APN Funds; Cost-Plus-Fixed-Fee (APN)  Option	1.0	LO			
7301	R408	Option III: Labor in Support of SOW Paragraph 4.3; OM&N Funds; Cost-Plus-Fixed-Fee (O&MN,N)  Option	1.0	LO			
7302	R408	Option III: Labor in Support of SOW Paragraph 4.4; RDT&E Funds; Cost-Plus-Fixed-Fee (RDT&E)  Option	1.0	LO			
7303	R408	Option III: Labor in Support of SOW Paragraph 4.5; FMS Funds; Cost-Plus-Fixed-Fee (FMS Case #AA-A-AAA)	1.0	LO			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					

For Cost Type / NSP Items

7304		Option III: Technical Data in Accordance with SOW Paragraph 11.0; Not Separately Priced				1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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7305	R408	Option III: Labor Increased Capacity (10%) in support of CLIN's 7300-7303 (OPTION) (Fund Type - OTHER)	1.0	LO			
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Option

7400	R408	Option IV: Labor in Support of SOW Paragraph 4.2; APN Funds; Cost-Plus-Fixed-Fee (APN)	1.0	LO			
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Option

7401	R408	Option IV: Labor in Support of SOW Paragraph 4.3; OM&N Funds; Cost-Plus-Fixed-Fee (O&MN,N)	1.0	LO			
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Option

7402	R408	Option IV: Labor in Support of SOW Paragraph 4.4; RDT&E Funds; Cost-Plus-Fixed-Fee (RDT&E)	1.0	LO			
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Option

7403	R408	Option IV: Labor in Support of SOW Paragraph 4.4; RDT&E Funds; Cost-Plus-Fixed-Fee (FMS Case #AA-A-AAA)	1.0	LO			
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Option

For Cost Type / NSP Items

7404		Option IV: Technical Data in Accordance with SOW Paragraph 11.0; Not Separately Priced				1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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7405	R408	Option IV: Labor Increased Capacity (10%) in support of CLIN's 7400-7403 (OPTION) (Fund Type - OTHER)	1.0	LO			
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Option

For ODC Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Base Period: Other Direct Costs (Travel and Materials) in Support of SOW Paragraph 4.2; APN Funds; Cost Reimbursable (APN)	1.0	LO	
900001	R408	Funding in support of CLIN 9000 ACRN AA (APN)			
900002	R408	Funding in support of CLIN 9000 ACRN AD (APN)			
900003	R408	Funding in support of CLIN 9000 ACRN AB (APN)			
900004	R408	Funding in support of CLIN 9000 ACRN AC (APN)			
9001	R408	Base Period: Other Direct Costs in Support of SOW Paragraph 4.3; OM&N Funds; Cost Reimbursable (O&MN,N)	1.0	LO	
9002	R408	Base Period: Other Direct Costs in Support of SOW Paragraph 4.4; RDT&E Funds; Cost Reimbursable (RDT&E)	1.0	LO	
900201	R408	Funding in support of CLIN 9002 ACRN AE (RDT&E)			
9004	R408	Base Period: Other Direct Costs (Travel and Materials) Increased Capacity (10%) in support of CLIN's 9000-9003. (OPTION) (Fund Type - OTHER)	1.0	LO	
		Option			
9100	R408	Option I: Other Direct Costs (Travel and Materials) in Support of SOW Paragraph 4.2; APN Funds; Cost Reimbursable (APN)	1.0	LO	
910001	R408	Funding in support of CLIN 9100 (APN)			
910002	R408	Funding in support of CLIN 9100 (APN)			
910003	R408	Funding in support of CLIN 9100 (APN)			
9101	R408	Option I: Other Direct Costs in Support of SOW Paragraph 4.3; OM&N Funds; Cost Reimbursable (O&MN,N)	1.0	LO	
9102	R408	Option I: Other Direct Costs in Support of SOW Paragraph 4.4; RDT&E Funds; Cost Reimbursable (RDT&E)	1.0	LO	
9104	R408	Option I: Other Direct Costs (Travel and Materials) Increased Capacity (10%) in support of CLIN's 9100-9102. (OPTION) (Fund Type - OTHER)	1.0	LO	
9200	R408	Option II: Other Direct Costs (Travel and Materials) in Support of SOW Paragraph 4.2; APN Funds; Cost Reimbursable (APN)	1.0	LO	
		Option			
9201	R408	Option II: Other Direct Costs in Support of SOW Paragraph 4.3; OM&N Funds; Cost Reimbursable (O&MN,N)	1.0	LO	
		Option			
9202	R408	Option II: Other Direct Costs in Support of SOW Paragraph 4.4; RDT&E Funds; Cost Reimbursable (RDT&E)	1.0	LO	
		Option			
9204	R408	Option II: Other Direct Costs (Travel and Materials) Increased Capacity (10%) in support of CLIN's 9200-9202. (OPTION) (Fund Type - OTHER)	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9300	R408	Option III: Other Direct Costs (Travel and Materials) in Support of SOW Paragraph 4.2; APN Funds; Cost Reimbursable (APN)	1.0	LO	
		Option			
9301	R408	Option III: Other Direct Costs in Support of SOW Paragraph 4.3; OM&N Funds; Cost Reimbursable (O&MN,N)	1.0	LO	
		Option			
9302	R408	Option III: Other Direct Costs in Support of SOW Paragraph 4.4; RDT&E Funds; Cost Reimbursable (RDT&E)	1.0	LO	
		Option			
9304	R408	Option III: Other Direct Costs (Travel and Materials) Increased Capacity (10%) in support of CLIN's 9300-9302. (OPTION) (Fund Type - OTHER)	1.0	LO	
		Option			
9400	R408	Option IV: Other Direct Costs (Travel and Materials) in Support of SOW Paragraph 4.2; APN Funds; Cost Reimbursable (APN)	1.0	LO	
		Option			
9401	R408	Option IV: Other Direct Costs in Support of SOW Paragraph 4.3; OM&N Funds; Cost Reimbursable (O&MN,N)	1.0	LO	
		Option			
9402	R408	Option IV: Other Direct Costs in Support of SOW Paragraph 4.4; RDT&E Funds; Cost Reimbursable (RDT&E)	1.0	LO	
		Option			
9404	R408	Option IV: Other Direct Costs (Travel and Materials) Increased Capacity (10%) in support of CLIN's 9400-9402. (OPTION) (Fund Type - OTHER)	1.0	LO	
		Option			

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

**11RA HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)**

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

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

**11RA HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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



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**11RA HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)**

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its' reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
  - (i) travel at U.S. Military Installations where Government transportation is available,
  - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
  - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience

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

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

**Items 7000-7003, 7005, 7100-7103, 7105, 7200-7203, 7205, 7300-7303, 7305, 7400-7403, 7405** - The Contractor shall provide supplies/services in accordance with Section C, Statement of Work (SOW) for Program Management Support to support the requirements of PMA 273.

**Items 9000-9002, 9100-9102, 9200-9202, 9300-9302, 9400-9402** - The Contractor shall provide material and travel in accordance with Section 7.0 of the SOW.

**Items 7004, 7104, 7204, 7304, 7404** - The data to be furnished hereunder shall be in accordance with Exhibit (A) DD1423, Contract Data Requirements List (CDRL) and Section 11.0 of the SOW.

### 1.0 INTRODUCTION

Program Management Air (PMA) 273 is the Naval Undergraduate Flight Systems program office. Our mission is to procure products and services to meet flight training requirements as defined by the Chief of Naval Air Training (CNATRA). PMA273's area of responsibility includes the following training systems (aircraft, ground systems, classroom and computer based training, and Contractor logistics support): T-34, Joint Primary Aviation Training System (JPATS including T6A and T6B), TC-12, T-44, T-39, TH-57, T-45, Undergraduate Military Flight Officer (UMFO), and Naval Flight Officer (NFO). The Contractor shall perform all tasks described below.

### 2.0 NON PERFORMANCE BASED SCOPE OF WORK

This is a Level of Effort, Cost Plus Fixed Fee (CPFF) task order. CPFF Contract Line Item Numbers (CLINs) will be used for labor; cost-reimbursable CLINs will be used for travel, NMCI and material.

The Contractor shall provide program management support services in support of PMA273 through all acquisition phases including Research, Development, Test and Evaluation (RDT&E); training facilities and equipment; repair and modification, Operations and Support (O&S), and disposal. The Contractor shall provide program/project administration; technical, financial, acquisition, configuration, production, training, and information technology support. No item in this task order will be used to procure any services, which are inherently governmental or personal services.

### 3.0 RESERVED

### 4.0 REQUIREMENTS

**4.1** The Statement of Work (SOW) for this task order is structured by type of funding appropriation to facilitate tracking and task identification.

#### **4.2 Aircraft Procurement, Navy (APN) (CLINs 7000 and Options 7X00)**

4.2.1. The Contractor shall provide inputs to draft program plans, milestones, and delivery schedules (or recommend changes to existing plans). These plans include procurements, Engineering Change Proposals (ECPs), Service Life Assessment Plans (SLAPs) and Service Life Extension Programs (SLEPs).

4.2.2 The Contractor shall provide support with planning, coordination of events, document minutes and action, program/project management, risk management, mitigation plans, and integration objectives. The Contractor shall develop, maintain, analyze, distribute and track various metrics on all program functions.

4.2.3 The Contractor shall review program management documentation and provide recommendations for executing plans for training system programs and activities. The recommendations provided shall address managing risk during various phases of programmatic life cycles.

4.2.4 The Contractor shall attend, participate, support, provide input, develop, prepare, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards.

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4.2.5 The Contractor shall review and evaluate program efforts in the procurement, design services, advance planning, and installation requirements. Update database(s) or documentation as required to accurately reflect changes in support of the budget. Review, track, and evaluate contract deliverables.

4.2.6 The Contractor shall review, provide analysis and recommendations concerning parts obsolescence, impacts, redesign options, and proactive design initiatives and standardization, define and interpret high-level organizational engineering or logistic performance requirements and changes of projects, systems, and missions and the objectives and approaches to their achievement. Supporting tasks include: 1) mission analysis; 2) analysis of program goals and objectives; 3) requirements analysis; 4) special studies and analysis and; 5) modifying associated documentation.

4.2.7 The Contractor shall assess requirements and procedures of the Department of Defense (DoD) Defense Acquisition Process (DoD 5000.02 and SECNAV 5000.2E) for training programs. Draft schedules and analyze equipment delivery dates versus required delivery dates. Provide draft plans recommending acquisition dates.

4.2.8 The Contractor shall review data and provide inputs for draft plans, milestone documentation, and schedules for meeting programmed requirements in accordance with DoD 5000.02 and SECNAVINST 5000.2E. Monitor the progress of these reports and provide updates as changes occur.

4.2.9 The Contractor shall draft presentation packages for Program Office reviews and briefings. Provide presentation packages as backup support for acquisition reviews.

4.2.10 The Contractor shall coordinate, prepare, and submit SOWs, Contract Data Requirements Lists (CDRLs), and draft Sections B-G, J in a Procurement Initiation Document (PID). The Contractor shall assist the Government in the preparation of and planning for Procurement Planning Conferences (PPCs), maintain the NAVAIR Acquisition Management Tool to include the PID Database Program Management Tool (PMT), and assist Integrated Product Team Leads (IPTLs) in the development and execution of PID execution plans. The contractor shall develop Integrated Master Schedules (IMSs) and populate PIDs in PMT with the summary milestones. The Contractor shall ensure PIDs in PMT are regularly statused and milestones are updated.

4.2.11 The Contractor shall draft various technical documents. These documents include SOWs, specifications, and contract data requirements. The Contractor shall evaluate the accuracy and completeness of Government specifications for design, reliability, and supportability for training hardware and software. The Contractor shall provide analyses on risk and cost.

4.2.12 The Contractor shall review for completeness and accuracy PMA273 plans and procedures. The Contractor shall compare Navy policies and procedures with those of other Government agencies.

4.2.13 The Contractor shall review equipment lists provided by Program Office personnel and draft recommended equipment phase-out schedules.

4.2.14 The Contractor shall track financial documents initiated by Program Office personnel; analyze financial data and report problems discovered; gather and organize financial data in response to budget data calls; provide financial data input to various automated financial management systems; review and gather financial information using access to official financial management systems; report any problems discovered; and recommend corrective action to the Program Office.

4.2.15 The Contractor shall provide support for budget execution and recommendations for optimal allocation of available resources; provide support in all aspects of the budget planning, analysis, formulation, and execution; provide support in preparing detailed analyses and estimates of annual funding needs for future years; and provide support in gathering and comparing data about current and future programs/projects and activities with projected costs of operation.

4.2.16 The Contractor shall provide budgetary impacts of cost, schedule, and performance analysis, assessment and recommendations on how to reduce cost and schedule risk.

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4.2.17 The Contractor shall prepare funding documents for Government release.

4.2.18 The Contractor shall collect, compile, and analyze financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

4.2.19 The Contractor shall consolidate, organize, maintain, and modify databases of acquisition, budgetary, program execution, and contractual status information.

4.2.20 The Contractor shall perform financial reconciliation on obligations and expenditures on all funds and update/develop spreadsheets, cost databases, and financial status reports as required.

4.2.21 The Contractor shall provide support on fiscal year budget planning, program execution, and out-year planning to include development and preparation of funds execution documents through Navy Enterprise Resource Planning (NERP). Track and analyze business and financial data provided by the program office. Communicate any problems discovered and recommend corrective action to the Program Office.

4.2.22 The Contractor shall participate on integrated product teams to provide acquisition support for the development of program documentation, schedules, plans, or briefings as needed to support system sustainment programs.

4.2.23 The Contractor shall evaluate, modify, develop, produce, and integrate training system programmatic requirements, data, practices, philosophies, and documentation to ensure correlation with specifications, contract requirements, training development processes, and ability to meet mission requirements.

4.2.24 The Contractor shall research and collect data and provide inputs for program status briefings from information developed by Government personnel.

4.2.25 The Contractor shall provide inputs for developmental Acquisition Plans (APs), Test and Evaluation Master Plans (TEMPs) and other documentation as required.

4.2.26 The Contractor shall perform duties that involve direct interface with personnel and customers. These duties shall include the following: provide customers with accurate and complete information on processes, procedures, power point presentations, and documentation requirements; research policy and procedural guidelines and historical files to identify precedents for unusual actions and to make recommendations concerning appropriate courses of action.

4.2.27 The Contractor shall make recommendations, research requirements, and draft documents related to Information Assurance (IA) and Information Technology (IT) rules, regulations, and instructions for PMA273 managed systems.

### **4.3 Operations and Maintenance, Navy (OM,N) (CLINs 7001 and 7X01)**

4.3.1 The Contractor shall track OM,N-funded hardware and software changes, technical directives, upgrades, modifications, sustainment, repair and overhaul, and operations and support. The Contractor shall coordinate these changes and interface with Government personnel to ensure requirements are understood and adequately addressed.

4.3.2 The Contractor shall review technical improvement documentation for completeness and accuracy; provide technical comments and recommendations on documents and develop or review installation schedules derived from them; review comments and recommendations; address installation and testing requirements.

4.3.3 The Contractor shall provide recommendations to the IPT on the need for procurement documentation, reviews, and meetings; attend, support, analyze, provide input, and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/programmatic evaluation; support and participate in working groups, conferences, meetings, and provide written reports of proceedings; research, make

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recommendations, and draft documents related to Information Assurance (IA) and Information Technology (IT) rules and regulations for PMA273 managed systems.

4.3.4 The Contractor shall review comments and recommendations that address installation and testing requirements for program office equipment (newly constructed or modernized) at all sites.

4.3.5 The Contractor shall track financial documents initiated by Program Office personnel; analyze financial data and report problems discovered; gather and organize financial data in response to budget data calls; provide financial data input to various automated financial management systems; review and gather financial information using access to official financial management systems; report any problems discovered; and recommend corrective action to the Program Office.

4.3.6 The Contractor shall provide support for budget execution and recommendations for optimal allocation of available resources; provide support in all aspects of the budget planning, analysis, formulation, and execution; provide support in preparing detailed analyses and estimates of annual funding needs for future years; and provide support in gathering and comparing data about current and future programs/projects and activities with projected costs of operation.

4.3.7 The Contractor shall provide budgetary impacts of cost, schedule, and performance analysis, assessment and recommendations on how to reduce cost and schedule risk.

4.3.8 The Contractor shall prepare funding documents for Government release.

4.3.9 The Contractor shall collect, compile, and analyze financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

4.3.20 The Contractor shall consolidate, organize, maintain, and modify databases of acquisition, budgetary, program execution, and contractual status information.

4.3.21 The Contractor shall perform financial reconciliation on obligations and expenditures on all funds and update/develop spreadsheets, cost databases, and financial status reports as required.

4.3.22 The Contractor shall provide support on fiscal year budget planning, program execution, and out-year planning to include development and preparation of funds execution documents through Navy Enterprise Resource Planning (NERP). Track and analyze business and financial data provided by the program office. Communicate any problems discovered and recommend corrective action to the Program Office.

4.3.23 Sharepoint - Engage comprehensive SharePoint (SP) management and administration efforts via PMA-273's SP interface in order to satisfy the organization's user requirements, i.e., (site build-out), modifications, troubleshooting, training for its team(s)/platform(s), and overall security initiatives related to the PMA's SP goals and objectives."

#### **4.4 Research, Development, Test and Evaluation, Navy (RDT&E,N) (CLINs 7002 and 7X02)**

4.4.1 The Contractor shall provide technical and program management analytical services for development programs and analysis; provide support in the development of technical and programmatic documentation.

4.4.2 The Contractor shall conduct technical analyses and evaluations and identify deficiencies in projected fleet operational requirements.

4.4.3 The Contractor shall perform research to address reliability and operational-related technical and programmatic issues.

4.3.4 The Contractor shall advise the program offices with respect to managing cost, schedule, and technical implementations on RDT&E efforts.

4.4.5 The Contractor shall provide recommendations with respect to operational requirements, Program

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Management Reviews (PMRs), IPTs, and team work plans.

4.4.6 The Contractor shall track and analyze program/project technical performance to determine if actual progress control, financial tracking processes, and costs are conforming to planned progress costs and recommend improvements to Program Office leadership; review and analyze supporting activities' performance in systems engineering management control and financial tracking processes and make recommendations to Program Office leadership.

4.4.7 The Contractor shall provide Government personnel support in the preparation of Statements of Objectives (SOOs), SOWs, and performance specifications for development programs; provide comments and recommendations on SOW, task execution documents, and specifications.

4.4.8 The Contractor shall conduct assessments and provide recommendations concerning integration of new systems; track and input RDT&E funded Technical Directives (TDs). Coordinate these changes and interface with Government personnel to ensure inputs are understood and adequately addressed.

4.4.9 The Contractor shall participate on RDT&E funded IPTs to provide engineering technical input for the development of program documentation, schedules, plans, or briefings as needed to support program acquisition reviews.

4.4.10 The Contractor shall attend meetings for program office development programs and record proceedings and provide recommendations on action items arising from these meetings.

4.4.11 The Contractor shall review and analyze for completeness, technical accuracy, and format, generated data relating to program office developmental programs. This includes technical and configuration documentation; directives, procedures, specifications, and PMA273 guidance.

4.4.12 The Contractor shall track financial documents initiated by Program Office personnel; analyze financial data and report problems discovered; gather and organize financial data in response to budget data calls; provide financial data input to various automated financial management systems; review and gather financial information using access to official financial management systems; report any problems discovered; and recommend corrective action to the Program Office.

4.4.13 The Contractor shall provide support for budget execution and recommendations for optimal allocation of available resources; provide support in all aspects of the budget planning, analysis, formulation, and execution; provide support in preparing detailed analyses and estimates of annual funding needs for future years; and provide support in gathering and comparing data about current and future programs/projects and activities with projected costs of operation.

4.4.14 The Contractor shall provide budgetary impacts of cost, schedule, and performance analysis, assessment and recommendations on how to reduce cost and schedule risk.

4.4.15 The Contractor shall prepare funding documents for Government release.

4.4.16 The Contractor shall collect, compile, and analyze financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

4.4.17 The Contractor shall consolidate, organize, maintain, and modify databases of acquisition, budgetary, program execution, and contractual status information.

4.4.18 The Contractor shall perform financial reconciliation on obligations and expenditures on all funds and update/develop spreadsheets, cost databases, and financial status reports as required.

4.4.19 The Contractor shall provide support on fiscal year budget planning, program execution, and out-year planning to include development and preparation of funds execution documents through Navy Enterprise Resource Planning (NERP). Track and analyze business and financial data provided by the program office. Communicate

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any problems discovered and recommend corrective action to the Program Office.

#### **4.5 Foreign Military Sales (OCF-FMS) Appropriation (CLINs 7003 and 7X03)**

4.5.1 The Contractor shall provide support for FMS or direct commercial sales new construction, overhaul, or air/ship platform improvement efforts for PMA273 systems; support FMS-funded quarterly reviews including system technical and financial status; provide support in the preparation of Foreign Disclosure forms.

4.5.2 The Contractor shall provide support in the preparation of FMS case funding documentation to include Pricing and Availability (P&A) documentation and Letters of Acceptance (LOA); coordinate the periodic updates and reviews of financial documents as funded and required by FMS customers.

4.5.3 The Contractor shall provide technical and administrative services to establish international programs, joint and allied cooperative programs in the area of business development initiative and planning. Analysis includes customer country peculiar configuration variances within the context of releasability, and variances in engineering and support capabilities of allies; support of the development of specific technical and releasability documentation may be required as well as review and comment on export license requests.

4.5.4 The Contractor shall review and analyze for completeness, technical accuracy, and format, data relating to training programs including engineering and configuration documentation; compare documentation to FMS requirements, directives, procedures, and specifications and provide recommendations to correct deficiencies for programs.

4.5.5 The Contractor shall participate on IPTs to provide acquisition support for the development of program documentation, schedules, plans, or briefings as needed to support acquisition and program reviews.

4.5.6 The Contractor shall provide support in the preparation of FMS procurement documentation requirements.

4.5.7 The Contractor shall use available IT resources (e.g., the Defense Security Assistance Management System (DSAMS); the Defense Integrated Financial System (DIFS); and the Management Information System for International Logistics (MISIL)) to track financial action and delivery status for reconciliation and provide management reports.

4.5.8 The Contractor shall analyze FMS Case commitments, obligations, and expenditures through final billing by the integration of data inputs from the MISIL, DIFS, and NAVAIR records; analyze financial discrepancies and case performance between the records and provide recommendations for improvement and resolution of problem areas.

4.5.9 The Contractor shall provide independent technical assessment, evaluations and analysis in support of pre-case, FMS and Direct Commercial Sale efforts.

#### **5.0 SECURITY REQUIREMENTS**

5.1 All Contractor personnel supporting tasks under this task order must have or be able to obtain a security clearance that is appropriate for the position and services provided under this task order. Any person having a security clearance revoked for any reason shall be ineligible to perform under this task order.

5.2 Only United States citizens may perform under this task order.

5.3 Common Access Cards (CACs) will be issued by the Government to Contractor personnel. The Contractor must furnish all requested information required to facilitate issuance of identification badges and must conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Security Department at NAVAIR within 48 hours following the completion of the task order relocation, or termination of an employee, or upon the request of the Contracting Officer.

5.4 The Contractor shall implement and maintain security procedures and controls to prevent unauthorized

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disclosure of controlled unclassified information and to control distribution of controlled unclassified information in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), and SECNAV M-5510.36. All Contractor facilities shall provide an appropriate means of storage for controlled unclassified documents and materials. All controlled unclassified technical information shall be appropriately identified and marked as FOUO in accordance with DoD 5200.1R (Information Security Regulation) (Appendix 3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). For Official Use Only information generated or provided under this contract shall be marked and safeguarded as specified in DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-18) available at [http://www.dtic.mil/whs/directives/corres/pdf/520001\\_vol4.pdf](http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf) and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at <http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>.

## 6.0 TRAVEL

Travel may be required to any Government or Defense Contractor Facility in the United States. Contractor travel outside the United States is not anticipated. The most frequent travel is to Pensacola, FL; San Antonio, TX; Meridian, MS; Milton, FL; Wright-Patterson AFB, OH; and Corpus Christi, TX. All travel must be approved by the Contracting Officer's Representative (COR).

Estimated Travel. For informational purposes the following table of estimated travel is provided:

Location	Number of Trips	Number of People	Number of Days per Person per Trip
Pensacola, FL	5	2	5
San Antonio TX	1	2	5
Meridian MS	1	2	5
Milton, FL	5	2	5
Wright-Patterson AFB, OH	2	2	5
Corpus Christi TX	5	5	5

## 7.0 MATERIAL

The Contractor shall provide material or other items which are necessary or integral to the performance of tasking. All material requirements shall be authorized and approved by the COR.

## 8.0 NAVY MARINE CORPS INTRANET (NMCI)

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

## 9.0 RESERVED

## 10.0 PLACE OF PERFORMANCE

The place of performance shall be at the following locations:

- PMA273, 22581 Saufley Road, Building 3258, Patuxent River MD 20670
- JPATS Program Office, Wright Patterson Air Force Base, Dayton, OH 45433



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- Naval Air Station (NAS) Whiting Field, Milton, FL 32570
- Contractor Site

## 11.0 DELIVERABLES

The Contractor shall deliver all deliverables in accordance with the schedules and conditions specified in the attached Contract Data Requirements Lists (CDRLs), DD Form 1423.

CDRL A001 Contractor's Monthly Progress, Status, and Management Report

CDRL A002 Contractor's Monthly Funds and Expenditure Report

CDRL A003 Information Technology Personnel Security Report

## 12.0 INFORMATION ASSURANCE (IA):

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

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

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) Interoperability and Supportability of Information Technology and National Security Systems
- DoDD 8100.1 Global Information Grid (GIG) Overarching Policy, September 19, 2002
- DoDD 8500.1 Information Assurance
- DoDI 8500.2 Information Assurance Implementation
- DoDI M-8510.1 DoD Information Technology Security Certification and Accreditation Process (DIACAP), November 28, 2007
- CNO N614/HQMC C4 Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002
- DoD 8570.01-M Information Assurance Workforce Improvement Program, December 19, 2005, change 2 incorporated April 20, 2010
- National Security Telecommunications and Information Systems Security Policy (NSTISSP) No. 11, National Policy Governing the Acquisition of Information Assurance (IA) and IA-Enabled Information Technology (IT) Products
- SECNAVINST 5230.15, Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software, April 10, 2009
- NIST SP 800-53, February 2012

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local Information Assurance Manager (IAM) point of contact (POC) for assistance. If you need assistance locating the local IAM POC please contact [Navair\\_IAPO@navy.mil](mailto:Navair_IAPO@navy.mil).

All IT procured on behalf of NAVAIR shall meet all DoD/DoN and NAVAIR IA policies. Failure to follow these policies will result in denied access to NMCI, One Net, ISNS, and other DoN, DoD, and Joint Networks. These IA policies are standard across the Dept and ensure IA compatibility and interoperability.

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

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

- Network Vulnerability Scanning. NAVAIR Deputy CIO for IA maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DOD Contracts. The Contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks. Results of approvals shall be documented via Memorandum of Agreement (MOA) with the Facility Security officer and the Defense Security Service Representative for that Contractor;
- Extent of Validation Scanning. To prevent scanning of corporate assets, all such networks, equipment, and connections shall be physically segregated from any government/Contractor corporate networks that are not in direct support of DoD contracts;
- Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the Contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6212.11B;
- Servicing Systems from a Remote Contractor Site. Remote access service connections that allow off-station operation and/or administration of Contractor-owned systems located at any NAVAIR facility or site shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- Memorandum of Agreement and Inter-connection Agreements. An IA MOA between the Contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

### **13.0 SYSTEM SOFTWARE / APPLICATION COMPLIANCE**

All IT Systems or software/application development, modification, or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), DoN/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

### **14.0 WEBSITES, WEB ENABLEMENT and APPLICATION, SYSTEM DEVELOPMENT, MODIFICATION and MAINTENANCE SUPPORT SERVICES**

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

OMB Guide for Managing U.S. Government Websites <http://www.usa.gov/webcontent/>

OMB Policies for Federal Public Websites, OMB M-05-04 [http://www.usa.gov/webcontent/policies\\_and\\_implementation.shtml](http://www.usa.gov/webcontent/policies_and_implementation.shtml)

Section 508 Standards <http://www.section508.gov/>

DOD Web Policy and Guidelines <http://www.defenselink.mil/webmasters/>

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Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website <https://www.nioc-norfolk.navy.mil/operations/wra/wra.shtml>

SECNAV 5720.47B DON Policy for Content of Publicly Accessible Web Sites (NIOC Norfolk routinely monitors publicly accessible Navy websites for policy compliance; Site has a downloadable “Website Self-Assessment Checklist” for Webmasters.)

<http://www.chinfo.navy.mil/navpalib/internet/secnav5720-47b.pdf>

**NAVAIR CIO Website (NAVAIR specific policy and guidelines):**

<https://mynavair.navair.navy.mil/cio>

## **15.0 SOFTWARE DEVELOPMENT/SERVER PROCUREMENT**

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

## **16.0 ENTERPRISE ARCHITECTURE**

Contractor Networks and connections. Contractor-owned-and-operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The Contractor may access non-government, external IP space via the NAVAIR-provided VPN Outreach service or NAVAIR CIO approved IP service.

Architecture Compliance. The Contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.

Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the Contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

## **17.0 METRICS**

The Contractor shall accomplish tasking as specified in this task order. Performance of this work shall be measured in accordance with the Surveillance Activity Checklist (SAC) (Attachment J4).

## **18.0 OVERTIME**

Overtime is not authorized unless first approved in writing by the Chief of the Contracting Office per NMCARS 5222.103-4.

## **19.0 OTHER DIRECT COSTS (ODCs) (ITEMS 9X00, 9X01, 9X02)**

The Contractor shall provide the support services, materials and travel to manage and perform tasks contained within this task order. ODCs are on a per annum not to exceed amount. COR approval shall be attained prior to purchase of any material or commencement of travel. All material purchased by the Contractor under this item becomes the property of the Government. Travel will be provided only when it is essential to the performance of the tasks detailed above. Travel will be reimbursed at cost in accordance with the Joint Travel Regulations.

## **20.0 GOVERNMENT FURNISHED PROPERTY**

All Government furnished information, material and equipment will be specified in this task order. All Government furnished information is the property of the U.S. Government and shall not be transferred to any

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individual or agency, public or private, without the expressed written approval of the COR, except as required for the specific performance of tasks under this contract.

## **21.0 QUALITY ASSURANCE**

This is a level of effort requirement. The COR is responsible for monitoring performance of the task order. The details of the monitoring process are contained in the SAC (Attachment J4).

## **22.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The Contractor shall report all Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The Contractor shall completely fill in and all data fields at the following web address: <https://doncmra.nmci.navy.mil>. Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY) which runs 01 October through 30 September. While inputs may be reported at any time during the FY, all data shall be reported no later than 31 October each year. Contractors may direct questions to the Help Desk at <https://doncmra.nmci.navy.mil>.

## **23.0 TELEWORKING**

Telework under this contract may be authorized on a case by case basis; however, prior to commencement of any telework agreement, the contractor must submit to the COR for approval the contractor's Telework policy detailing the roles, responsibilities, security, safety, and requirements for adherence by the contractor. If approved, the contractor's eligibility may be authorized on a case by case basis by the COR. The Contractor is authorized to approve telework for weather related events. The Government is not responsible for any operating costs associated with telework by the contractor up to and including maintenance, insurance and/or liabilities. Telework can be terminated by the COR at any time.

## **24.0 COMPRESSED WORK SCHEDULE (CWS)**

With approval by the COR, the Contractor may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act, particularly with Section 7 regarding compensatory overtime. Finally the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

## **25.0 MEETING SITE SUPPORT**

The Government may ask the Contractor to provide meeting spaces and assistance/support (such as VTC and CRS) within the government work space and at the Contractor's site.

## **26.0 RESERVED**

## **27.0 LABOR CATEGORY QUALIFICATIONS**

### **Program Manager (Key Position):**

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

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Education: BS or BA degree in Business Administration or other "Relevant Technical Discipline".

Experience: At least six (6) years of professional experience in Defense acquisition, and three (3) years of experience in support of Navy Acquisition management. Experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

Allowable Substitutions: An AS or AA degree and an additional four (4) years of experience may be substituted for a BA/BS or an additional eight (8) years of experience may be substituted for a BA/BS.

### **Project Analyst**

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

Education: BS or BA degree in a Business, Management or "Relevant Technical Discipline".

Experience: Required: At least six (6) years' experience in large and complex problems associated with major weapons systems. Minimum two (2) years' experience of the last six (6) years must have been as a team leader. Demonstrate experience in project tracking. Desired: Experience with cost/benefit analysis, quality control and successful completion of critical path events. Familiarity with SECNAV, OPNAV and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work requests, Requisitions, Contract Data Requirements List, and DD 254.

Allowable Substitution: An AS or AA degree and an additional four (4) years of experience; OR an additional eight

(8) years of experience may be substituted for a BS or BA degree.

### **Financial Analyst (Junior)**

Functional Description: Provides financial and/or accounting support to the activity Accounting Department, Budget Department, Financial Systems Department or Business Operations Department, and other organizational support elements and other activities. Performs analytical and evaluative work requiring a comprehensive knowledge of: (1) theory and principles; (2) financial and management organization, operations, and practices; (3) pertinent statutory or regulatory provisions; and (4) related basic economic, accounting, and legal principles. Develops and analyze impacts of budget marks. Assists with development of appropriate acquisition documentation regarding financial interest items. Provides support with a variety of management activities, corporate initiatives, special projects, and data calls which could have significant impact on the organization and its business operations.

Education: AS or AA degree.

Experience: At least two (2) years of experience in a business or technical position.

Allowable Substitution: An additional four (4) years of experience can be substituted for an AS or AA degree.

### **Financial Analyst**

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Functional Description: Provides financial and/or accounting support to the activity Accounting Department, Budget

Department, Financial Systems Department or Business Operations Department, or other organizational support elements and other activities. Performs managerial/cost accounting, budgeting, funding execution, manpower management, workload, acquisition, document management, system support, and financial analyses to provide efficient allocation and effective utilization of financial resources, making recommendations for improving operations, systems, and reporting. Utilizes Navy ERP to perform financial execution functions. Provides support with a variety of management activities, corporate initiatives, special projects, and data calls which could have significant impact on the organization and its business operations.

Education: BS or BA degree in a Business, Management or "Relevant Technical Discipline".

Experience: Required: At least four (4) years financial management experience, two (2) of which must be within DoN. Financial management experience should include knowledge of DoD Federal Management Regulations (FMR) and PPBE process. Desired: financial analysis of business programs, development of cost estimates, program status reports, and knowledge of, Federal Acquisition Regulation (FAR).

Allowable Substitution: An AS or AA degree and an additional four (4) years of experience; OR an additional eight

(8) years of experience may be substituted for a BS or BA degree.

#### **Program Analyst (Junior)**

Functional Description: Provides program office analysis support. Participates in meetings and supports specified Program Integrated Product Teams (IPTs). Tracks program/project status and schedules, takes minutes, prepares presentations, reports, studies, documentation. Performs tasks under supervision.

Education: AS or AA degree.

Experience: At least two (2) years of experience in a business or technical position.

Allowable Substitutions: An additional four (4) years of experience can be substituted for an AS or AA degree.

#### **Program Analyst**

Functional Description: Analyzes program requirements, status, budget and schedules. Performs program management, technical, or business case analyses. Participates as a member of and/or supports the specified Program Integrated Product Teams (IPTs); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Education: BS or BA degree in a Business, Management or "Relevant Technical Discipline".

Experience: At least four (4) years of experience in program management, technical or business analysis discipline; and included in the four (4) years, there must be At least four (4) years of experience in program management, technical or business analysis; and included in the four (4) years, there must be two (2) years professional experience in technical efforts supporting major weapon systems and components development. Demonstrated experience in the program/project status and schedules. Demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of military acquisition programs (as specified in the DoD 5000 series). Must have experience processing program acquisition, funding and contract documentation for military programs.

Allowable Substitutions: An AS or AA degree and an additional four (4) years of experience; OR an additional six (6) years of experience may be substituted for a BS or BA degree.

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### **Program Analyst (Senior)**

Functional Description: Performs critical program management, technical, or business analysis of major DoD acquisition systems and provides recommendations to ensure program success. Provides program analysis support for all aspects of the program. Participates as a member of and/or supports the overall Program and Integrated Product Teams (IPTs). Collect, complete, organize and interpret technical data and financial information relating to aircraft acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning.

Education: MS or MA degree in a Business, Management, or "Relevant Technical Discipline"

Experience: Required: At least ten (10) years' experience in program management, technical, or business analysis discipline, related to weapon systems acquisition and life cycle management; and a minimum of six (6) years out of 10 years of recent work experience related to analysis and planning. Familiarity with Contract Data Requirements List, and DD254 is required. Demonstrated experience in the program/project status and schedules.

Desired: Familiarity with Work Requests, Requisitions, and SECNAV, OPNAV, and OSD forms related to PPBS and Military Interdepartmental Procurement Requests. Demonstrated experience in earned value management.

Allowable Substitutions: A BS or BA degree or PMI certification and an additional three (3) years of experience can be substituted for an MS or MA degree. An additional five (5) years' experience may be substituted for the degree requirement.

### **Configuration Management Analyst**

Functional Description: Performs the necessary functions of configuration management for control of technical (hardware and software) configurations of laboratory or project assets. Apply government-instituted processes for documentation, change control management, data management, reconfiguration, base lining, data management, and other relevant processes. Ensure adherence to institutionalized processes and procedures.

Education: BS or BA degree.

Experience: At least six (6) years program experience; a minimum of three (3) years out of the prior six (6) years of program experience must include aircraft systems configuration management. Demonstrated program experience in the configuration management process must include: configuration identification, control, audit, and status; DOD configuration management policies, procedures, review cycles, instructions and standards; engineering change proposal evaluations; and Operational and Safety Improvement Program (OSIP) procedures. Demonstrated experience with aircraft and system avionics, subsystems, ancillary equipment, and ground support equipment development, testing, production, and operational use.

Allowable Substitution: No substitutions allowed.

### **Computer Specialist**

Functional Description: Applies knowledge of computer science principles, information management principles, automated data processing (ADP) functions, hardware and software systems structures and operation, and computer programming languages and techniques to solve automation problems. Applies scientific, engineering or business objects by writing, modifying, or adapting computer programs in machine level, assembly and third or fourth generation programming languages. interfaces with and uses minicomputer and mainframe computer systems in addressing project objectives. Uses standard or conventional approaches, methods, and techniques to define, plan, organize, design, develop, modify, test and integrate database or data processing systems, computer hardware systems and simulation models. Assists in formulating architectural design, functional specifications, interfaces and documentation of hardware or software systems. uses detailed specification and adapts standardized techniques, methods, criteria and precedents to develop or modify portions of a system or program. Responsible for segments or phases of broader, more complex projects.

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Education: BS or BA degree in Computer Science, Information Systems Management, Mathematics, Operations Research, Statistics, or Engineering.

Experience: At least three (3) years of recent relevant experience. At least one (1) year of the total experience shall have consisted of performing computer specialist functions in a "Relevant Technical Discipline".

Allowable Substitution: Eight (8) years of combined education (at the undergraduate level in any academic field) and experience performing the foregoing functions can be substituted for a BS or BA degree.

### **Administrative Assistant**

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

Education: High School diploma or GED.

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

### **11RA HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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



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

**11 RA HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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## SECTION D PACKAGING AND MARKING

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

**Items 7000-7003, 7005, 7100-7103, 7105, 7200-7203, 7205, 7300-7303, 7305, 7400-7403, 7405** - Packing and marking are not applicable to these items.

**Items 9000-9002, 9100-9102, 9200-9202, 9300-9302, 9400-9402**

- Packaging and marking shall be in accordance with best commercial practices.

**Items 7004, 7104, 7204, 7304, 7404** - The data to be furnished hereunder shall be in accordance with the clauses below and Exhibit (A) DD1423, Contract Data Requirements List (CDRL).

### 11RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: Meghan Huett  
(Name of Individual Sponsor)  
PMA-273  
(Name of Requiring Activity)  
Patuxent River, MD  
(City and State)

### 11RA 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 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.

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## SECTION E INSPECTION AND ACCEPTANCE

### **Items 7000-7003, 7005, 7100-7103, 7105, 7200-7203, 7205, 7300-7303, 7305, 7400-7403,**

**7405, 9000-9002, 9100-9102, 9200-9202, 9300-9302, 9400-9402** - Inspection and acceptance shall occur acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment J4, Surveillance Activity Checklist

**Items 7004, 7104, 7204, 7304, 7404** - Inspection and acceptance shall be in accordance with the Exhibit (A) DD1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

### 11RA INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7004	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7102	Destination	Government	Destination	Government
7103	Destination	Government	Destination	Government
7104	Destination	Government	Destination	Government
7200	Destination	Government	Destination	Government
7201	Destination	Government	Destination	Government
7202	Destination	Government	Destination	Government
7203	Destination	Government	Destination	Government
7204	Destination	Government	Destination	Government
7300	Destination	Government	Destination	Government
7301	Destination	Government	Destination	Government
7302	Destination	Government	Destination	Government
7303	Destination	Government	Destination	Government
7304	Destination	Government	Destination	Government
7400	Destination	Government	Destination	Government
7401	Destination	Government	Destination	Government
7402	Destination	Government	Destination	Government
7403	Destination	Government	Destination	Government
7404	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9101	Destination	Government	Destination	Government
9102	Destination	Government	Destination	Government

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9200	Destination	Government	Destination	Government
9201	Destination	Government	Destination	Government
9202	Destination	Government	Destination	Government
9300	Destination	Government	Destination	Government
9301	Destination	Government	Destination	Government
9302	Destination	Government	Destination	Government
9400	Destination	Government	Destination	Government
9401	Destination	Government	Destination	Government
9402	Destination	Government	Destination	Government

\* These terms shall be incorporated at the Task Order level for any ordered Items

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

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/1/2016 - 10/31/2017
7001	11/1/2016 - 10/31/2017
7002	11/1/2016 - 10/31/2017
7003	11/1/2016 - 10/31/2017
7005	11/1/2016 - 10/31/2017
7100	11/1/2017 - 10/31/2018
7101	11/1/2017 - 10/31/2018
7102	11/1/2017 - 10/31/2018
7103	11/1/2017 - 10/31/2018
7105	11/1/2017 - 10/31/2018
9000	11/1/2016 - 10/31/2017
9001	11/1/2016 - 10/31/2017
9002	11/1/2016 - 10/31/2017
9100	11/1/2017 - 10/31/2018
9101	11/1/2017 - 10/31/2018
9102	11/1/2017 - 10/31/2018
9104	11/1/2017 - 10/31/2018

## CLIN - DELIVERIES OR PERFORMANCE

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

7000	11/1/2016 - 10/31/2017
7001	11/1/2016 - 10/31/2017
7002	11/1/2016 - 10/31/2017
7003	11/1/2016 - 10/31/2017
7005	11/1/2016 - 10/31/2017
7100	11/1/2017 - 10/31/2018
7101	11/1/2017 - 10/31/2018
7102	11/1/2017 - 10/31/2018
7103	11/1/2017 - 10/31/2018
7105	11/1/2017 - 10/31/2018
9000	11/1/2016 - 10/31/2017
9001	11/1/2016 - 10/31/2017
9002	11/1/2016 - 10/31/2017
9100	11/1/2017 - 10/31/2018
9101	11/1/2017 - 10/31/2018
9102	11/1/2017 - 10/31/2018

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9104

11/1/2017 - 10/31/2018

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

7200	11/1/2018 - 10/31/2019
7201	11/1/2018 - 10/31/2019
7202	11/1/2018 - 10/31/2019
7203	11/1/2018 - 10/31/2019
7205	11/1/2018 - 10/31/2019
7300	11/1/2019 - 10/31/2020
7301	11/1/2019 - 10/31/2020
7302	11/1/2019 - 10/31/2020
7303	11/1/2019 - 10/31/2020
7305	11/1/2019 - 10/31/2020
7400	11/1/2020 - 10/31/2021
7401	11/1/2020 - 10/31/2021
7402	11/1/2020 - 10/31/2021
7403	11/1/2020 - 10/31/2021
7405	11/1/2020 - 10/31/2021
9004	11/1/2016 - 10/31/2017
9200	11/1/2018 - 10/31/2019
9201	11/1/2018 - 10/31/2019
9202	11/1/2018 - 10/31/2019
9204	11/1/2018 - 10/31/2019
9300	11/1/2019 - 10/31/2020
9301	11/1/2019 - 10/31/2020
9302	11/1/2019 - 10/31/2020
9304	11/1/2019 - 10/31/2020
9400	11/1/2020 - 10/31/2021
9401	11/1/2020 - 10/31/2021
9402	11/1/2020 - 10/31/2021
9404	11/1/2020 - 10/31/2021

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

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

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

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

(1) PCO, Naval Air Systems Command (AIR 2.5.1.9)  
21983 Bundy Road, Building 441  
Patuxent River, MD 20670-1547

(2) ACO: Please refer to Block 24 of the basic agreement.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

Program Office: PMA 273 Undergraduate Flight Training Systems  
ATTN: Contracting Officer's Representative  
Naval Air Systems Command  
22581 Saufley Rd., Building 3258  
Floor 1, Room 115  
Patuxent River, MD 20670

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 services to be performed herein shall be performed at Patuxent River Naval Air Station, Wright Patterson Air Force Base, Naval Air Station Whiting Field, and contractor facilities.

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## SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

COR 1: The Contracting Officer has designated/appointed (Meghan Huett) as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

(1) Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules; which includes the following:

i. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;

ii. keep track of funds expended and remaining funds available so as not to overspend on the contract or order;

iii. pay particular attention to the timely review of invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and that charges are reasonable for the work performed;

(2) Ensure contractor compliance with contractual quality assurance requirements

(3) Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government;

The preceding list of duties is not intended to be all inclusive. If specific situations arise that you think require contractual attention, do not hesitate to inform the Contracting Officer. Failure to adhere to the guidelines or to perform assigned duties may result in your removal as the COR.

(b) The Contracting Officer has designated/appointed (Meghan Huett) as the authorized Alternative Contracting Officer's Representative (ACOR) to perform the above duties during the absence of the COR.

(c) The effective period of the COR designation/appointment is through the period of performance.

### **11RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS"

(DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.



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(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at

<http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by c

calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

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

Type of Document (contracting officer check all that apply)

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

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

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Admin DODAAC	<u>Block 7 of TO Cover</u>
Pay Office DODAAC	<u>Block 15 of TO Cover</u>
Inspector DODAAC	<u>N00019</u>
Service Acceptor DODAAC	<u>N00019</u>
Service Approver DODAAC	<u>N00019</u>
Ship To DODAAC	<u>N00019</u>
DCAA Auditor DODAAC	<u>HAA444</u>
LPO DODAAC	<u></u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order bases, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries by individual labor categories, rates, and hours (both straight time and overtime) invoices; as well as a cost breakdown of ODC's (material and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODC's, materials and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver emails addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is award that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
COR/ACOR

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact (to be determined at Task Order level.)

**RA11 HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS**

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**(ALTERNATE 1) (NAVSEA)(JAN 2008)**

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract lien items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) Line item specific: single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) Line item specific: sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) Line item specific: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, the payment office shall make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) Line item specific: by fiscal year. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) Line item specific: by cancellation date. If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) Line item specific: proration. If there is more than one ACRN within a contract line item, the payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) Contract-wide: sequential ACRN order. The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) Contract-wide: contracting officer specified ACRN order. The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) Contract-wide: by fiscal year. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) Contract-wide: by cancellation date. The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) Contract-wide: proration. The payment office shall make payment from each ACRN within the contract

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or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

[ ] (12) Other. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

**\*To be completed at the Task Order Level, when applicable.**

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

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **702** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the

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

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

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

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follows:

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.\*

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

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

**5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR

52.216-10), as appropriate, is specified below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINS covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

**\* SEE ATTACHMENT J6 TASK ORDER CEILING SPREADSHEET**

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

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

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

**\* SEE ATTACHMENT J6 TASK ORDER CEILING SPREADSHEET**

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:
(31) Perform production support, surveillance, and status reporting; including timely reporting of potential and actual slippages in contract delivery schedules	COR
(38) Ensure contractor compliance with contractual quality assurance requirements	COR
(51) Consent to placement of subcontracts	PCO
(58) Ensure timely submission of required reports	COR

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

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

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

**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).

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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.

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

### TASK ORDER H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

- (a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 5 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLINs it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

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

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

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

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

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment J1 will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

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

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

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

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

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protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[ X ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 3 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

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

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

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

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

- (1) Not by word or deed give the impression or appearance of being a Government employee;
  - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
  - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
  - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
  - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

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

- (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.
- (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:
- (1) Imprisonment and/or imposition of criminal fines; and
  - (2) Suspension or debarment from future Government contracting actions.

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

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

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

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

TM

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

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

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

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

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAY 2012)**

(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.

Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United

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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 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.



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

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

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

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

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

(c) The contractor agrees that during the term 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

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contractor's action.

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

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

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

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

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

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

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

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

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

Victoria Thompson  
301-757-9766  
Code AIR-2.5.1.9.1  
Naval Air Warfare Center Aircraft Division  
21983 Bundy Rd, Building 441  
Patuxent River, MD 20670

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## SECTION I CONTRACT CLAUSES

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

### **INCORPORATED BY REFERENCE:**

- 52.245-1 Government Property APR 2012
- 52.245-9 Use And Charges APR 2012
- 252.211-7007 Reporting of Government-Furnished Property AUG 2012
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property APR 2012
- 252.245-7002 Reporting Loss of Government Property APR 2012
- 252.245-7003 Contractor Property Management System Administration APR 2012
- 252.245-7004 Reporting, Reutilization, and Disposal MAR 2015

### **INCORPORATED BY FULL TEXT:**

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

#### **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

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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 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—

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(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

(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.

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(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.

(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)

#### **52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

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

(2) The contractor, StraCon Services Group, LLC will notify the NAVAIR Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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## **52.204-2 Security Requirements (Aug 1996)**

(a) This clause applies to the extent that this contract involves access to information classified “Confidential,” “Secret,” or “Top Secret.”

(b) The Contractor shall comply with—

(1) The Security Agreement ([DD Form 441](#)), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

## **252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)**

(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. 403(16) 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. 423(e)(3).

(End of clause)

## **FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)**

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(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 account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

#### **52.217-8 -- Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of the end of the contract.

#### **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—



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(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 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.

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(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);

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that—

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

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

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

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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 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).

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

Date \_\_\_\_\_

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

\_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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

**GOVERNMENT PURPOSE RIGHTS**

Contract No.

Contractor Name

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

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limited rights shall be marked with the following legend:

#### LIMITED RIGHTS

Contract No.

Contractor Name

ContractorAddress

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

(End of legend)

#### (4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, 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.



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

(End of clause)

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) “Developed” means that—

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

(ii) Computer software, other than computer programs, has been tested or analyzed to

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the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) *Government purpose rights.*

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

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

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

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

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

(3) *Restricted rights.*

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

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

(iii) The Contractor acknowledges that—

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

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

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

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

(4) *Specifically negotiated license rights.*

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

**GOVERNMENT PURPOSE RIGHTS**

Contract No. \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
Expiration Date \_\_\_\_\_

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

(End of legend)

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

**RESTRICTED RIGHTS**

Contract No. \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_

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

(End of legend)

(4) *Special license rights markings.*

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

**SPECIAL LICENSE RIGHTS**



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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

(End of clause)

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

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

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

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

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Computer Software--Small Business Innovation Research (SBIR) Program clause.

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

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

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software. The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

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

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

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

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

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

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

Date

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

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

**252.204-7012 Safeguarding of Unclassified Controlled Technical Information**

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

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

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

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1 -- Minimum Security Controls for Safeguarding

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

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

	-	MA-4(6)		SI-3
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>	MA-5	<u>Risk Assessment</u>	SI-4
AT-2	CP-9	MA-6	RA-5	-
			-	-

Legend:

AC: Access Control

AT: Awareness and Training

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

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

(d) *Cyber incident and compromise reporting.*

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

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

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(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

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

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

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

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

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

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

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

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

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

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

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contractor information system in violation of any statute.

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

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Patuxent River Naval Air Station. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to PMA 273 Undergraduate Flight Training Systems, ATTN: Contracting Officer's Representative, Naval Air Systems Command, 22581 Saufley Road, Building 3258, Floor 1, Room 115, Patuxent River, MD 20670. All losses are to have the permanent badges returned to PMA 273 Undergraduate Flight Training Systems, ATTN: Contracting Officer's Representative, Naval Air Systems Command, 22581 Saufley Road, Building 3258, Floor 1, Room 115, Patuxent River, MD 20670 on the last day of the individual's task requirement.

**5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)**

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

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

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



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## **SECTION J LIST OF ATTACHMENTS**

Attachment\_J1\_OCI\_List

Attachment\_J2\_RESERVED

Attachment\_J3\_Task\_Order\_Ceiling\_Spreadsheet\_Mod 08

Attachment\_J4\_Surveillance\_Activity\_Checklist

Attachement\_J5\_GFP\_List

Exhibit\_A\_CDRLS

CDRL A001 Contractor's Monthly Progress, Status, and Management Report

CDRL A002 Contractor's Monthly Funds and Expenditure Report

CDRL A003 Information Technology Personnel Security Report