

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
30

3. EFFECTIVE DATE
13-Oct-2016

4. REQUISITION/PURCHASE REQ. NO.
N/A

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N68936

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NAVAIR Weapons Division China Lake
429 E Bowen Road - Stop 4015
China Lake CA 93555-6108
rachelle.stacy@navy.mil 760-939-4234

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

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

Exelis, Inc.
12975 Worldgate Drive, Suite 700
Herndon VA 20170

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4395-GM02

10B. DATED (SEE ITEM 13)

12-Dec-2013

CAGE CODE 9M715

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- [X] THE CHANGES 10 U.S.C 2304(g)
- [] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- [] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

John J Faria, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/John J Faria

(Signature of Contracting Officer)

13-Oct-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to update the LOA on SLINs 700245 and 900245 as shown herein. 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:

700245:

From: GB 9760400 2520 YBS T09PF Y 16TD12 5F TFY161 771AB253HQ01

To: GB 9760400 2520 YBS T09PF Y 16TD12 5F TFY161 771AB253HQ01
476533840400040604881 044411

900245:

From: GG 9760400 2520 YBS T09PF Y 16TD12 5F TFY161 771AB253HQ01

To: GG 9760400 2520 YBS T09PF Y 16TD12 5F TFY161 771AB253HQ01
476533840400040604881 044411

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

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

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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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
4001	AC54	Base Period: Labor for Range Instrumentation RDT&E in accordance with the PWS. Cost-Plus-Fixed-Fee (CPFF) (Fund Type - TBD)	1.0	LO			
400101	AC54	PR: 1300390755 [REDACTED] ACRN AA (RDDA)					
400102	AC54	PR: 1300390755 [REDACTED] ACRN AB (RDDA)					
400103	AC54	PR: 1300390755 [REDACTED] ACRN AC (RDDA)					
400104	AC54	PR: 1300390755 [REDACTED] ACRN AD (RDDA)					
400105	AC54	PR: 1300395247 [REDACTED] ACRN AE (RDDA)					
400106	AC54	PR: 1300395247 [REDACTED] ACRN AF (RDDA)					
400107	AC54	PR: 1300395247 [REDACTED] ACRN AG (RDDA)					
400108	AC54	PR: 1300395247 [REDACTED] ACRN AH (RDDA)					
400109	AC54	PR: 1300395247 [REDACTED] ACRN AJ (RDDA)					
400110	AC54	PR: 1300395247 [REDACTED] ACRN AK (RDDA)					
400111	AC54	PR:1300401384 [REDACTED] ACRN AL (RDDA)					
400112	AC54	PR:1300401384 [REDACTED] ACRN AM (RDDA)					
400113	AC54	PR:1300401384 [REDACTED] ACRN AN (RDDA)					
400114	AC54	PR: 1300406127 [REDACTED] ACRN AP (RDDA)					
400115	AC54	PR: 1300406127 [REDACTED] ACRN AQ (RDDA)					
400116	AC54	PR: 1300406127 [REDACTED] ACRN AQ (RDDA)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400117	AC54	PR: 1300406127 (REDACTED) ACRN AR (RDDA)					
400118	AC54	PR: 1300406127 (REDACTED) ACRN AS (RDDA)					
400119	AC54	PR: 1300406127 (REDACTED) ACRN AT (RDDA)					
400120	AC54	PR: 1300406127 (REDACTED) ACRN AU (O&MN,R)					
400121	AC54	PR: 1300415108 (REDACTED) ACRN AW (RDDA)					
400122	AC54	PR: 1300415108 (REDACTED) ACRN AV (RDDA)					
400123	AC54	PR: 1300415108 (REDACTED) ACRN AX (RDDA)					
400124	AC54	PR: 1300415108 (REDACTED) ACRN AY (RDDA)					
400125	AC54	PR: 1300415108 (REDACTED) ACRN AZ (RDDA)					
400126	AC54	PR: 1300415108 (REDACTED) ACRN BA (RDDA)					
400127	AC54	PR:1300426143 (REDACTED) ACRN BB (Fund Type - OTHER)					
400128	AC54	PR: 1300426143 (REDACTED) ACRN AT (RDDA)					
400129	AC54	PR: 1300426143 (REDACTED) ACRN BC (RDDA)					
400130	AC54	PR: 1300426143 (REDACTED) ACRN BD (RDDA)					
400131	AC54	PR: 1300426143 (REDACTED) ACRN BE (RDDA)					
400132	AC54	PR: 1300426143 (REDACTED) ACRN AV (RDDA)					
400133	AC54	PR: 1300426143 (REDACTED) ACRN BF (RDDA)					
400134	AC54	PR: 1300434167 (REDACTED) ACRN BG (RDT&E)					
400135	AC54	PR: 1300434167 (REDACTED) ACRN BH (RDT&E)					
400136	AC54	PR: 1300434167 (REDACTED) ACRN BJ (RDT&E)					
400137	AC54	PR: 1300449328 (REDACTED) ACRN BK (RDDA)					

Item PSC Supplies/Services

Qty Unit Est. Cost

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

Cost Type Items:

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

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

[REDACTED]
[REDACTED]

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

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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[REDACTED]	[REDACTED]	[REDACTED]					
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(a) For purposes of this contract, “fee” means “target fee” in cost-plus-incentive fee type contracts, “base fee” in cost-plus-award-fee type contracts, “fixed-fee” in cost-plus-fixed-fee type contracts for level of effort type contracts.

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4001 and 7001-7004 - The Contractor shall provide the Research, Development, Test and Evaluation (RDT&E) in accordance with Section C Performance Work Statement for RDT&E to support the Range Instrumentation Support for the Pacific Range Support Team in support of Missile Defense Agency.

Items 6001 and 9001-9004 - The Contractor shall provide Material and Travel in accordance with Section C Performance Work Statement for RDT&E to support the Range Instrumentation Support for the Pacific Range Support Team in support of Missile Defense Agency.

Items 4011 and 7011-7014 - The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and section 5 below.

PERFORMANCE WORK STATEMENT (PWS)

RANGE INSTRUMENTATION RDT&E FOR THE MISSILE DEFENSE AGENCY

13 June 2013

1.0. SCOPE

This Performance Work Statement (PWS) covers specialized Research, Development, Test & Evaluation (RDT&E) services for range instrumentation systems for the Pacific Range Support Team (PRST), in support of the Missile Defense Agency (MDA) Research and Development (R&D) initiatives or other agency missions. The Naval Air Warfare Center Weapons Division (NAWCWD), as a member of the PRST, provides range instrumentation for MDA flight test missions.

Range instrumentation support includes four primary areas: MDA RDT&E Mission Execution, Range Instrumentation Operation and Maintenance (O&M), RDT&E Engineering, and Design and Development of Instrumentation Systems.

The overarching goal of the PWS is to provide mission-ready range instrumentation and test data in accordance with test schedules and locations for MDA's Test & Evaluation (T&E) of target and intercept missile systems during the boost/ascent, midcourse and terminal phases of flight. This requirement is to develop and operate and maintain multiple range instrumentation systems; provide mission execution services; ensure range instrumentation systems are 100% mission-ready; collect, record and distribute data to meet customer requirements.

1.1. Background

1.1.1. The MDA established the PRST to coordinate and support its Broad Area Test Bed (BATB) operations in accordance with the Memorandum of Agreement between the MDA and the PRST Major Range and Test Facility Base (MRTFB) Ranges. NAWCWD Point Mugu, as a member of the PRST, requires contract services to fulfill MDA customer requirements. Range efforts for the PRST under the Concept of Operations, listed in paragraph 2.0, requires interfacing with many ranges such as: NAWCWD Point Mugu, White Sands Missile Range (WSMR), Pacific Missile Range Facility (PMRF), Ronald Reagan Ballistic Missile Defense Site (RTS), and Vandenberg Air Force Base (VAFB).

1.1.2. This requirement is for support of range instrumentation systems and equipment to high visibility and complex T&E operations occurring on the BATB, which consists of Department of Defense (DOD) test ranges near the Pacific or Atlantic Oceans and other off-range remote sites and locations worldwide, where deployment and employment of range instrumentation equipment and services may be required for MDA missions.

1.2. Contract Work Environment

1.2.1. Requirements will be primarily performed on Government-owned range instrumentation systems and equipment.

1.2.2. It is anticipated that the contractor performance will be at multiple sites located away from the contractor

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facility, such as geographically remote sites where the fixed or mobile range instrumentation systems are located, including ship-based and airborne range instrumentation systems. This includes DOD ranges, U.S. Government-owned facilities, commercial facilities, or other Government-designated test sites and installations in the U.S., U.S. Territories, any of the Unified Combatant Commands such as United States Pacific Command (USPACOM) and United States Central Command (USCENTCOM), and elsewhere.

2.0. APPLICABLE DOCUMENTATION

The following documents apply to the work under this Task Order, and will be provided by the Government. Additional documentation may be provided by the Contracting Officer's Representative (COR) over the course of the Task Order.

- Memorandum of Agreement between the MDA and PRST Ranges, MDA Support Agreement #2010-32
- Concept of Operations for Pacific Range Support Team (PRST), 30 June 2011
- Universal Documentation System Handbook (501-97) November 1997
- DoD Directive 8500.1, Information Assurance
- National Consensus Standard for Configuration Management (ANSI/EIA-649)
- Military Handbook Configuration Management Guide (MIL-HDBK-61A)
- Financial Reporting Example

3.0. REQUIREMENTS

3.1. The contractor shall provide personnel, resources and project management to perform timely, efficient, high-quality MDA mission execution. Contractor action or inaction must not cause tests or training events to be delayed or missed. Anticipated work under this Task Order consists of efforts for the four primary areas listed below. To satisfy customer requirements, the services required in each of the four primary areas, as well as the required personnel skill mix, may vary mission-by-mission or year-by-year.

MDA RDT&E Mission Execution - Support for up to eight mobile instrumentation platforms/systems is anticipated for up to three, sixty-day deployments per year, for each system. MDA RDT&E Mission Execution also includes providing analysis, design, operation, data collection and recording, post-mission calibrations and mission data packages for areas such as telemetry, communications, radar, and Electro-Optical/Infrared (EO/IR), as described in paragraph 3.2.1.

Range Instrumentation O&M - Provide O&M for up to seven fixed or mobile instrumentation platforms/systems per year. This number pertains to the existing number of systems and described in paragraph 3.2.2. It is anticipated that the contractor will need to provide up to two personnel for each system per year.

RDT&E Engineering – Includes mission, analysis, systems engineering, missile flight safety, frequency management and logistics, as described in paragraph 3.2.3.

Design and Development of Range Instrumentation Systems. It is anticipated that the contractor shall develop up to seven range instrumentation systems, which generally includes mobile telemetry systems, earth stations, and range safety systems, as described in paragraph 3.2.4.

3.1.1 Subcontracting Requirements

3.1.1.1 The contractor shall meet the following minimum goals for awards of subcontract(s) to and utilization of small business and other socioeconomic small business concerns:

3.1.1.2 At least 20% of the total Level of Effort delivered under the Task Order shall be performed by small business concern(s) as defined by FAR 2.101.

3.1.1.3 At least five percent (5%) (20% of the portion set-aside for small businesses) of the total Level of Effort delivered under the Task Order shall be performed by any of the other types of socioeconomic small business concerns listed at FAR 19.201(a).

3.1.2. The COR will be notified by the MDA of all upcoming events. The COR will then provide the contractor

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with written mission-specific requirements which will also be discussed at the Weekly Scheduled Meetings attended by the COR. Mission-specific requirements will be provided to the contractor in Government provided documentation such as Universal Documentation Systems (UDS), Data Management Plans, Count-Down Checklists, Test Support Plans, Launch Constraint Documents, Security Classification Guides and OPSEC documents, Asset Deployment Schedules, and Mission Execution calendars. NAWCWD has been designated by MDA as the Government-Designated Executing Agent (GDEA) for the O&M tasks in PWS paragraphs 3.2.2.1.1 through 3.2.2.1.4. The COR will notify the contractor of O&M tasking per paragraph 3.2.2.1.4 if MDA designates NAWCWD as the GDEA for a range instrumentation system not previously identified.

3.1.3. The contractor shall form range instrumentation teams to execute missions in accordance with their approved Mission Execution plans. It is anticipated that the contractor will need to provide additional personnel to deploy mission-by-mission. It is expected that upon completion of the mission, the additional personnel will no longer be required. In most cases, the additional personnel will not provide sustaining effort until tasked for the next mission. The contractor shall also establish and provide an extensive "reach back" capability within its organization and possibly team with other contractors to ensure the availability of the required skill mix to provide additional personnel for each mission.

3.1.4 The contractor shall be required to immediately fill the following mandatory positions upon the award of the task order. These are current ongoing requirements

3.1.4.1 Contractor Program Manager at contractor facility (1 FTE). PWS 3.3.1.

3.1.4.2 Communications at MDIOC Colorado Springs: Communications Engineer (1 FTE), Communications Engineer (1 FTE), Communications Mission Planners (1 FTE). PWS 3.2.1.2.

3.1.4.3 XTR-1 Radar Operators and Maintainers on-board the Pacific Tracker currently berthed in Portland, Oregon (3 FTE). PWS 3.2.2.1.1.

3.1.4.4 Range Safety/Flight Termination Systems onboard the Pacific Collector currently berthed in Portland, Oregon (2 FTE). PWS 3.2.2.1.2.

3.1.4.5 Information Assurance Officer (IAO) (1 FTE). PWS 3.2.3.6.

3.1.4.6 Pacific Tracker Communications Lead on-board the Pacific Tracker currently berthed in Portland Oregon (1 FTE) PWS 3.2.2.1.32 ***Effective with this mod (27) this is no longer a "Key Personnel" Position.***

3.1.4.7 Pacific Tracker Test Director (1 FTE). PWS 3.2.3.2.1.

3.1.4.8 Communications Engineer at WSMR (1 FTE). PWS 3.2.3.2. ***Effective with this mod (15) this is no longer a "Key Personnel" Position.***

3.2. Detailed Requirements

3.2.1. MDA RDT&E Mission Execution

3.2.1.1. Telemetry

3.2.1.1.1. Before each MDA mission, the contractor shall perform on-site system preparation and activation, to include, testing, troubleshooting, and repair or replacement to ensure telemetry systems are mission-ready. If system repair is required, the contractor shall identify corrective actions needed and, upon approval in accordance with Section H, H-TXT-16, shall purchase, install, and re-test replacement parts. (CDRL A001)

3.2.1.1.2. The contractor shall perform on-site operation of fixed or mobile telemetry systems to collect and record data specified in mission-specific requirements documents provided by the Government for a variety of MDA missions. The contractor shall provide additional personnel for mission-specific operators capable of operating the telemetry system for MDA missions. The operator in control of the system shall provide telemetry, analysis, design, and operation, which generally includes pre- and post-mission calibrations, search, antenna control, signal acquisition, tracking, receiver programming, data collection and recording, and system interface with other MDA mission and range instrumentation systems. The contractor shall provide post-mission data processing and data product distribution. (CDRL A002)

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3.2.1.1.3. The contractor shall perform telemetry system engineering to configure or re-configure the fixed or mobile sensors to fulfill MDA Mission Requirements.

3.2.1.2 Communications

3.2.1.2.1. Before each MDA mission, the contractor shall perform on-site system preparation and activation, to include, testing, troubleshooting, and repair or replacement to ensure communications systems are mission-ready. If system repair is required, the contractor shall identify corrective actions needed and upon approval shall purchase, install, and re-test replacement parts.

3.2.1.2.2. The contractor shall perform on-site operation of fixed or mobile communications systems to meet mission-specific requirements provided by the Government for a variety of MDA missions. The contractor shall provide additional personnel for mission-specific operators capable of operating the communication system for MDA test event missions. The operator in control of the system shall provide communications architecture, analysis, design, and operation, which generally includes pre- and post-mission calibrations and system interface with other MDA mission and range instrumentation systems. (CDRL A002)

3.2.1.2.3. The contractor shall perform communication systems engineering to configure or re-configure equipment to fulfill MDA Mission Requirements.

3.2.1.3. Radar

3.2.1.3.1. Before each MDA mission, the contractor shall perform on-site system preparation and activation, to include, testing, troubleshooting, and repair or replacement to ensure radar systems are mission-ready. If system repair is required, the contractor shall identify corrective actions needed and upon approval shall purchase, install, and re-test replacement parts.

3.2.1.3.2. The contractor shall perform on-site operation of fixed or mobile radar systems to collect and record data to meet mission-specific requirements provided by the Government for a variety of MDA missions. The contractor shall provide additional personnel for mission-specific operators capable of operating the radar system for MDA missions. The operator in control of the system shall provide radar architecture, analysis, design, and operation, which generally includes pre- and post-mission calibrations, search, antenna control, signal acquisition, tracking, receiver programming, data collection and recording, and system interface with other MDA mission and range instrumentation systems. The contractor shall provide post-mission data processing and data product distribution. (CDRL A002)

3.2.1.3.3. The contractor shall perform radar engineering to configure or re-configure the fixed or mobile sensor to fulfill MDA Mission Requirements.

3.2.1.4. Electro-Optical/Infrared (EO/IR)

3.2.1.4.1. The contractor shall provide remote optical tracking and photography, high speed video, motion picture, sequential camera support, and infrared imagery to meet mission-specific requirements provided by the Government for a variety of MDA missions. The contractor shall provide additional personnel for mission-specific operators capable of operating the EO/IR system in support of MDA missions. The EO/IR systems may be mobile or fixed such as on launch pads.

3.2.1.4.2. Before each MDA mission, the contractor shall perform on-site system preparation and activation, to include, testing, troubleshooting, and repair or replacement to ensure optical systems are mission-ready. If system repair is required, the contractor shall identify corrective actions needed and upon approval shall purchase, install, and re-test replacement parts.

3.2.1.4.3. The contractor shall provide on-site EO/IR calibration and operation, culminating in audio/visual/IR documentary coverage of space and strategic missile activities. The contractor shall set up and operate mobile EO/IR tracking mounts, as well as remote controlled tracking systems, and record data from pre-ignition through post-launch limits of both visible and IR spectrum visibility of the missile flight. The contractor shall set up and operate remote controlled fixed position cameras on and around the operation pad, recording close-up views of missile and sub-systems functions prior to ignition, during ignition, and lift off. The contractor shall provide post-mission data processing and data product distribution. (CDRL A002)

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3.2.1.4.4. The contractor shall perform EO/IR engineering to configure or re-configure the fixed or mobile sensors to fulfill MDA Mission Requirements.

3.2.1.5. Electrical Power Systems

3.2.1.5.1. Before each MDA mission, the contractor shall perform on-site system preparation and activation, to include, testing, troubleshooting, and repair or replacement to ensure power systems are mission-ready. If system repair is required, the contractor shall identify corrective actions needed and upon approval shall purchase, install, and re-test replacement parts.

3.2.1.5.2. The contractor shall perform power system engineering to configure or re-configure the system to ensure the applicable test resource is provided the required power. The contractor shall provide additional personnel for mission-specific operators, as explained in 3.1.3, capable of operating the electrical power systems for MDA missions.

3.2.1.6. Global Positioning System (GPS) Tracking Systems

3.2.1.6.1. Before each MDA mission, the contractor shall perform on-site system preparation and activation, to include, testing, troubleshooting, and repair or replacement to ensure Translated GPS Range System (TGRS) or similar GPS-based systems are mission-ready. If system repair is required, the contractor shall identify corrective actions needed and upon approval shall purchase, install, and re-test replacement parts. (CDRL A002)

3.2.1.7. Range Safety Systems

3.2.1.7.1. The contractor shall provide engineering, test, troubleshooting, repair, and operation of static or mobile Range Safety systems to meet mission-specific requirement provided by the Government for a variety of MDA missions.

3.2.1.7.2. Before each MDA mission, the contractor shall perform on-site system preparation and activation, to include, testing, troubleshooting, and repair or replacement to ensure range safety systems are mission-ready. If system repair is required, the contractor shall identify corrective actions needed and upon approval shall purchase, install, and re-test replacement parts. The contractor shall coordinate all safety repair actions with the Range Safety System Executing Agent prior to making any changes.

3.2.1.7.3. The contractor shall perform on-site operation of fixed or mobile range safety systems to perform all tasks and functions associated with range safety during MDA missions. The operator in control of the system shall provide range safety system architecture, analysis, design, and operation. (CDRL A002)

3.2.1.7.4. The contractor shall perform range safety system engineering to configure or re-configure the fixed or mobile system as required to fulfill MDA Mission Requirements.

3.2.1.7.5. The contractor shall provide field services for Range Safety/Flight Termination Systems. The contractor shall provide additional personnel for mission-specific operators capable of operating Range Safety Systems for MDA missions. Operation of Range Safety Systems generally includes system operation (pre- and post-mission calibration, signal acquisition, tracking, and, if required, issuance of destruct commands of required test items), data collection and recording, and system interface with other MDA mission and range instrumentation systems. (CDRL A002)

3.2.2. Range Instrumentation Operations and Maintenance (O&M)

3.2.2.1 The contractor shall provide operations and maintenance of fixed or mobile Range instrumentation systems.

3.2.2.1.1 XTR-1 Radar System

3.2.2.1.1.1 The contractor shall provide a maintenance plan, maintenance results, and maintenance of the XTR-1 X- and S-band, 11 meter parabolic antenna Radar Open System Architecture (ROSA) radar system aboard the MDA vessel Pacific Tracker, ensuring its operational status for MDA missions. Maintenance actions include, but are not limited to, regular periodic maintenance, pre- and post-mission maintenance, and post-repair maintenance. The contractor shall calibrate and maintain the XTR-1 radar Transmitter and Receiver Control Systems, which includes the Antenna Control System, Antenna Control Unit, RF Safety system, and Timing Systems; the X- and S-band

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Transmitter systems, which include the S-band Traveling Wave Tubes (TWT), High Power Amplifiers (HPAs), Input Microwave Systems, S-band Modulator; the RF Box, which includes the Output Microwave Systems, X-band Modulator, X-band TWT; the Antenna Pedestal, which includes the Servos and Servo Control System, X- and S-band Low Noise Amplifiers (LNAs); and Ancillary Systems, which include the Power, Heating, Ventilation, and Air Conditioning (HVAC), Coolant and Dry Air systems. (CDRL A002)

3.2.2.1.2 Range Safety/Flight Termination Systems

3.2.2.1.2.1 The contractor shall provide a maintenance plan, maintenance results, and maintenance of the Range Safety System aboard the MDA vessel Pacific Collector, ensuring its operational status for MDA missions. Maintenance actions include, but are not limited to, regular periodic maintenance, pre- and post-mission maintenance, and post-repair maintenance. The contractor shall calibrate and maintain the Range Safety Systems, which include the Antenna Control System, Antenna Control Unit, Directional, Omni, and SC-30 Furuno antennas, Timing Systems; Transmitter Control Systems and HPAs; the Antenna Pedestal, including but not limited to, the Servos and Servo Control System; Processing and Display System; and Ancillary Systems, including but not limited to, Power and HVAC. (CDRL A002)

3.2.2.1.3 Pacific Tracker Communication Systems

3.2.2.1.3.1 The contractor shall provide a maintenance plan, maintenance results, and maintenance of PRST Communications systems on-board the Pacific Tracker vessels currently berthed in Portland, Oregon. The contractor shall configure and maintain the Pacific Tracker mission communication systems in a constant level of readiness for MDA missions. These communications systems generally include the SeaTel Satellite Systems, INMARSAT systems, networking equipment, UHF, VHF, marine ground to air radio and PRST inter-ship communication systems. The contractor shall provide regular maintenance, calibration and pre- and post-mission maintenance. (CDRL A002)

3.2.2.1.4 Operation and Maintenance of Range instrumentation systems and equipment

3.2.2.1.4.1 It is anticipated the contractor will provide O&M for up to three systems per year in addition to the systems identified in paragraphs 3.2.2.1.1 through 3.2.2.1.3. These systems will be assigned by the COR throughout the contract period of performance. The contractor shall maintain range instrumentation systems to ensure these systems are in an operational status for MDA missions. Maintenance generally includes O&M support plans and recommendations, performing regularly scheduled inspections, operation, testing, and diagnosis, repair or replacement of parts or units. The contractor shall be responsible to provide a maintenance plan, maintenance results, and maintenance of these instrumentation systems at their current in-field deployed locations when maintenance/repair is required. (CDRL A002)

3.2.2.2. Repair of Repairables

3.2.2.2.1. The contractor shall provide timely calibration and repair of repairable items within a specified instrumentation system. The contractor shall ensure the repair is completed such that the instrumentation system is calibrated and returned to an operational status and ready to support missions. The contractor shall be responsible for troubleshooting, diagnosis, repair calibration or installation, and post-installation testing and documented results of both the repairable and the complete instrumentation system or subsystem. (CDRL A002)

3.2.2.3. The contractor shall provide Range Instrumentation and Support Equipment in performance of PWS tasking that will be consumed during performance of the Task Order requirements. The contractor shall comply with the approval procedures stated in paragraph 7.0. Contractor purchases are for the sole purpose of supporting MDA mission requirements under this task order.

3.2.2.3.1. As necessary to meet the direct requirements of PWS section 3.2.4, the contractor shall be responsible for purchases to support PWS requirements such as antennas, receivers, recorders, timing units, networking gear, routers, test equipment, portable shelters, instrumentation vans, removable hard drives, data recording tapes and other recording media, film, radar calibration spheres and balloons, helium, cables, hardware, connectors, fasteners, lubricants, solvents, and equipment in the design and development of new instrumentation systems. The contractor shall provide a purchase request and any back-up documentation prior to any procurement action. (CDRL A002)

3.2.2.3.2. As necessary to meet the direct requirements of PWS sections 3.2.1 and 3.2.2, the contractor shall procure range instrumentation systems and associated equipment, which generally includes: antennas, receivers,

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recorders, timing units, networking gear, routers, test equipment, portable shelters, instrumentation vans, and replacement items as a result of system or component failure or repair, maintenance, redesign due to parts obsolescence, and spares provisioning such that the instrumentation systems are returned to operational status and ready for missions. The contractor shall make arrangements for procurement, acceptance, delivery, installation, and post-installation testing. The contractor shall provide a purchase request and any back-up documentation prior to any procurement action. (CDRL A002)

3.2.2.3.3. As necessary to meet the direct requirements of PWS sections 3.2.1 and 3.2.2, the contractor shall procure consumable items supporting range instrumentation systems, which generally includes removable hard drives, data recording tapes and other recording media, film, radar calibration spheres and balloons, helium, cables, hardware, connectors, fasteners, lubricants, solvents, etc. The contractor shall make arrangements for procurement, acceptance, delivery, installation, and testing as required to meet mission support requirements. The contractor shall provide a purchase request and any back-up documentation prior to any procurement action. (CDRL A002)

3.2.3. RDT&E Engineering

3.2.3.1. Mission Planning

3.2.3.1.1. The contractor shall perform mission planning support to meet mission test requirements, which generally includes day-to-day mission coordination, implementation, documentation of mission requirements, analysis, creation of deployment plans, mission countdown checklists, concept of operations, and logistics planning. (CDRL A001)

3.2.3.1.2. The contractor shall coordinate, facilitate, and prepare, in the UDS format, responses to MDA mission planning requirements. The contractor shall attend and participate in UDS documentation reviews and other telecons and meetings. The contractor shall prepare presentations, as well as take, assemble, and distribute minutes that identify potential issues, problem areas, and potential areas of additional PRST involvement. (CDRL A001, A002)

3.2.3.1.3. The contractor shall schedule and coordinate MDA mission testing requirements that require the deployment of test assets to any potential test location.

3.2.3.2. Pacific Tracker Test Director

3.2.3.2.1. The contractor shall provide a Pacific Tracker Test Director (PTTD) aboard the Pacific Tracker vessel for missions. The PTTD shall be involved in all test phases, from planning to reporting, in the execution of MDA missions. The PTTD shall participate in pre-mission requirements, test and readiness reviews, meetings, and telecons. The PTTD shall coordinate post-mission data storage and transfer to the appropriate locations and agencies in accordance with the Data Management Plan. It is anticipated that up to two full-time PTTDs will be required annually over the course of this Task Order. (CDRL A001)

3.2.3.3. Analysis

3.2.3.3.1. When notified by the COR, the contractor shall analyze and report on the performance and quality of test instrumentation systems and services provided to customers assigned under this Task Order. This may result in technical studies on range instrumentation systems, trade-off analysis, lessons learned, link margin analysis, spares provisioning plans, man-power and staffing assessments and recommendations. (CDRL A002)

3.2.3.4. Systems Engineering

3.2.3.4.1. When notified by the COR, the contractor shall perform engineering and re-engineering of instrumentation systems as a result of parts or technology obsolescence, new requirements, and new technologies. The contractor is encouraged to suggest new solutions to the Government regarding parts obsolescence. The contractor shall re-design or upgrade hardware, software, firmware, wiring, and interfaces, at any or all of the component, unit, or system levels. In addition, the contractor shall provide associated technical drawings and documentation. The contractor shall integrate and test the affected systems for requirements compliance. The government shall provide requirements compliance documentation to the contractor. (CDRL A002, A006)

3.2.3.5 Missile Flight Safety

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3.2.3.5.1 When notified by the COR, the contractor shall plan, provide and document the results of specialized engineering in the areas of missile Ground and Flight Safety in order to safely execute missile flight tests. The contractor shall identify, evaluate, and minimize risks to personnel, high value assets and the general public. This shall include high-speed computing, probability and statistics, debris analysis, trajectory modeling & simulation, rocket motor propulsion analysis, explosives analysis, and other engineering disciplines to fully understand the potential hazards from complex missile systems. (CDRL A002)

3.2.3.5.1.1 When notified by the COR, the contractor shall identify vehicle-unique failure modes and determine their effects on flight. The contractor shall model these effects and evaluate the resulting trajectories to develop practical flight determination criteria that Government Missile Flight Safety Officers can execute. The contractor shall quantitatively determine the probable risks to aircraft, ships, ground personnel, and nearby population centers.

3.2.3.5.1.2 When notified by the COR, the contractor shall provide Ground Safety expertise, which generally includes vehicle fuels, handling procedures, build-up processes, and ordnance properties.

3.2.3.6. Information Assurance

3.2.3.6.1. In accordance with DODD 8500.1, the contractor shall prepare Information Assurance (IA) certification and accreditation documentation and identify and verify scanning requirements and remediation for PRST IA enclaves. These enclaves represent MDA Range instrumentation systems such as communication systems, earth stations, telemetry systems, and radar systems. (CDRL A001)

3.2.3.6.2. When notified by the COR, the contractor shall perform site surveys and identify infrastructure and IA equipment deficiencies.

3.2.3.6.3. When notified by the COR, the contractor shall develop IA certification package documentation and work with Government-designated IA Case Managers to ensure acceptance by the Designated Approval Authority (DAA).

3.2.3.6.4. The contractor shall perform system equipment IA scans and work with enclave System Administrators to ensure remediation efforts are successful.

3.2.3.7. Frequency Management

3.2.3.7.1. The contractor shall provide assistance to the Government for Frequency/Spectrum allocations, including assignments and authorizations for the XTR-1 radar system aboard the Pacific Tracker, the Pacific Collector Range Safety System (PCRSS) aboard the Pacific Collector, and other applicable PRST assets worldwide. The contractor shall coordinate with regional frequency managers, Navy and Marine Corps spectrum offices, local frequency authorization resources and organizations, or the State Department to assist in obtaining frequency assignments in broad open ocean areas, near the Continental United States (CONUS) and other US facilities, or foreign ports. The contractor shall prepare and provide to the Government DD1494, JF12 and other standard frequency request processes/forms. The contractor shall provide proper information to an outside organization for frequency authorizations and approvals. The contractor shall ensure frequency allocation documentation is provided such that mission needs in areas of operation are met. (CDRL A002)

3.2.3.8. Configuration Management and Data Management

3.2.3.8.1. The contractor shall provide Configuration Management and Data Management (CM/DM) for IA enclaves when assigned by the COR. Configuration management shall consist of, at minimum, configuration identification, configuration change control, configuration status accounting, configuration verification and audits, and data management. Configuration management planning shall be based upon best practices and upon the guidelines documented in EIA-649 and MIL-HDBK-61A, tailored to meet Government requirements. (CDRL A001)

3.2.3.8.2. The contractor shall access various MDA-hosted electronic websites and portals via Government-authorized access for download of technical documentation pertaining to the tests being scheduled and coordinated. The contractor shall assemble and distribute documentation accordingly in specified format such as MS Word, PowerPoint, PDF, MS Visio, etc. (CDRL A001)

3.2.3.9. Logistics

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3.2.3.9.1 When required by NAWCWD PRST mission requirements, the contractor shall provide transport and movement of range instrumentation systems and associated equipment worldwide. Transportation methods may include ground, air, rail, barge, All Terrain Vehicles (ATVs), FEDEX, UPS, and USPS to meet mission requirements. This shall include appropriate packaging, crating, forklift and crane support as required for safe transport of the equipment. The contractor shall also provide for temporary storage facilities at field or remote sites for instrumentation systems or support equipment to meet mission requirements.

3.2.4 Design and Development of Instrumentation Systems

3.2.4.1. The contractor shall develop instrumentation systems to meet new mission requirements, which may include radar, telemetry, optics, communications, or range safety systems. This task could vary from reconfiguring or upgrading an existing system to development of a new, stand-alone range instrumentation system. Up to seven instrumentation system development efforts will occur over the span of this Task Order.

3.3. Contractor Program Management, Reporting, and General Performance Requirements

3.3.1. The contractor shall provide program management for contractor Task Order management and execution.

The Program Manager shall provide personnel, resources and project management to perform efficient, quality, MDA mission execution, on-time, assuring mission successful tests. The Program Manager shall manage received funding and distribute as appropriate to any required prime or subcontractor entities to meet PWS requirements. It is anticipated that one full time Program Manager will be required.

3.3.2. The contractor shall establish and maintain a management system for controlling cost, schedule, and performance. The contractor shall track and report at the ACRN and Sub-CLIN level. As coordinated with the COR, each task shall be accounted for separately (including the specific accounting number tied to each task).

Financial Reporting Example format and content is provided in paragraph 2.0. (CDRL A003, A005)

3.3.3. The contractor shall provide a Monthly Status Report, which highlights the events and accomplishments of the previous month's efforts. Included in the monthly report shall be a listing of travel taken during the reporting period and the results of that travel. (CDRL A003)

3.3.4. The contractor shall obtain authorization from the Contracting Officer's Representative or the Contracting Officer, prior to the start of any long distance travel. Approval shall be in the form of a Government-signed Travel Request stating the intended location, mode of travel, dates and supporting reason. Upon approval of the travel request, the contractor is authorized to vary the dates of the itinerary by two weeks, with notice to the COR. (CDRL A004)

3.4. Security and Classified Data

3.4.1. During performance under this Task Order, the contractor shall comply with the contractual Form DD-254, applicable DOD security requirements. Additional specific security information, if any, will be provided by the COR and in each mission-specific Security Classification Guide (SCG).

3.4.2. Foreign Military Interface (FMI): Contractor personnel working in support of FMI tasking shall interface or work with foreign-national personnel. Those contractor personnel shall satisfactorily complete special Government-provided security training in this area when such training is required as identified in the SCG.

3.4.3. Computer Security: Contractors with Government-furnished computer equipment or other computers connected to the Government computer networks shall comply with OPNAVINST 5239.1 series (and any applicable future Government computer network requirement).

3.5. Contractor Facilities

3.5.1. The contractor shall maintain a facility in which to hold meetings, discussions, etc. In order to facilitate Government personnel attending meetings at the contractor's facility, these facilities shall meet the security requirements as outlined in the DD-254.

4.0 DELIVERABLES

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4.1 The contractor shall deliver data by the Contract Data Requirements List (CDRL), DD Form 1423. Specific CDRL items will be identified in individual Task Orders under this contract. Reports and data related to tasks which are defined in this contract are listed below:

CDRL A001 - Technical Report – Study/Services; Briefings, Reports & Minutes

CDRL A002 - Technical Report – Study/Services; Technical Reports

CDRL A003 - Contractor Progress, Status and Management Report

CDRL A004 - Technical Report – Study/Services; Travel Request

CDRL A005 - Funds and Man-hour Expenditure Report

CDRL A006 - Technical Data Package

5.0 TRAVEL

5.1. Frequent long distance and long duration travel is expected to occur between the contractor vicinity and domestic and foreign locations (on an annual basis) such as: U.S. DoD facilities or remote field site worldwide locations, including ship-based testing and foreign countries; NAWCWD Point Mugu (approximately 14 trips per year); VAFB (approximately ten trips per year); WSMR (approximately nine trips per year); PMRF (approximately six 30-day trips per year); RTS (approximately five 30-day trips per year); Huntsville, Alabama (approximately 15 trips per year); Naval Air Station Whidbey Island (approximately two 30-day trips per year); Colorado Springs, Colorado (approximately 11 trips per year); Washington, DC (approximately five trips per year); Portland, Oregon (approximately nine trips per year); CENTCOM region (approximately one 30-day trip per year); and others at locations TBD (approximately six 30-day deployment trips per year).

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SECTION D PACKAGING AND MARKING

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

Items 4001, and 7001-7004 - Packaging and marking are not applicable to these items.

Items 6001, 9001-9004 - Packaging and marking shall be in accordance with best commercial practice.

Items 4011, 7011, 7012, 7013, and 7014 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List(CDRL).

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

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

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCLUDED BY REFERENCE

52.246-5 **Inspection of Services - Cost Reimbursement** **April**
1984

Items 4001, and 7001-7004 - Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment 2, Quality Assurance Surveillance Plan (QASP).

Items 6001, and 9001-9004 - Inspection and acceptance shall be at destination by Government.

Items 4011, 7011-7014 - Inspection and acceptance shall be in accordance with the Exhibit (A) DD Form 1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4001	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7004	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government
9003	Destination	Government	Destination	Government
9004	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
7011	Destination	Government	Destination	Government
7012	Destination	Government	Destination	Government
7013	Destination	Government	Destination	Government
7014	Destination	Government	Destination	Government

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

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entitled [insert title of attachment, e.g., NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form].
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:

4001	12/12/2013 - 12/11/2014
6001	12/12/2013 - 12/11/2014
7001	12/12/2014 - 12/11/2015
7002	12/12/2015 - 12/11/2016
9001	12/12/2014 - 12/11/2015
9002	12/12/2015 - 12/11/2016

CLIN - DELIVERIES OR PERFORMANCE

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

4001	████████████████████
6001	████████████████████
7001	████████████████████
7002	████████████████████
9001	████████████████████
9002	████████████████████

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

7003	████████████████████
7004	████████████████████
9003	████████████████████
9004	████████████████████

52.242-15 STOP-WORK ORDER (AUG 1989)

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

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

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

(1) PCO, Code 254330D.

(2) ACO, Refer to Block 24 of the Basic Task Order

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: See Exhibit (A) Contract Data Requirements List (CDRL) (DD1423)

52000ME: 575 S. I. Street
 Building 0053A
 Floor 1, Room 113
 Point Mugu, CA 93042-5000

254330D: 429 E Bowen Rd
 Mail Stop 4015
 China Lake, CA 93555-6106

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

The services to be performed herein shall be performed at MDA and Department of Defense (DOD) Major Range Test Facility Base (MRTFB). It is anticipated that the majority of the work performed under this task order will be performed at multiple sites located away from the contractor facility; such as geographically remote sites where the fixed and/or mobile Range Instrumentation Systems are located including ship and airborne based range instrumentation

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systems. This includes DOD ranges, U.S. Government owned facilities, commercial facilities; or other Government designated test sites and installations in the U.S., U.S. Territories, any of the Unified Combatant Commands such as United States Pacific Command (USPACOM) and United States Central Command (USCENTCOM), and worldwide.

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

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

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

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

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

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

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

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

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

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

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

Select Cost Voucher

(Contracting Officer: Insert applicable document type(s).)

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

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

N/A

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	Block 15
Issue By DoDAAC	Block 6
Admin DoDAAC	Block 7
Inspect By DoDAAC	N68936
Ship To Code	52000ME
Ship From Code	N/A
Mark For Code	52000ME
Service Approver (DoDAAC)	N68936
Service Acceptor (DoDAAC)	N68936
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HQ0338
Other DoDAAC(s)	N/A

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

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

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

jeffrey.collom@navy.mil AND _____

Roxanne.diaz@navy.mil

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

(g) *WAWF point of contact.*

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

_____ N/A _____

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE (COR)(NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated [Jeffrey Collom, code 52300ME, and telephone 805-989-9787](#) as the authorized Contracting Officer’s Representative (COR) to perform the following functions, duties, and/or responsibilities:[see attacehd](#)

(b) The duties of the COR are to be in accordance with accepted COR nomination letter and PCO COR appointment letter to be issued at time of award.

5252.215-9512 SAVINGS CLAUSE (NAVAIR)(JUN 2012)

(a) Maximum Subcontractor Pass-Through Rates

The Contracting Officer has determined the following pass through rate limitations apply to subcontractors:

(1) Contract Line Items (CLINs) for Other Direct Costs (ODCs)- No profit/fee shall be paid

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on any invoice submitted under CLINs for ODCs. Indirect cost elements such as General and Administrative Expense (G&A) and material handling may be applied but may not include a profit/fee.

(2) CLINs for Labor - The maximum pass-through rate against any Labor CLIN shall not exceed 8%. Pass-through rates greater than 8% are unallowable and, therefore, will make the offer unawardable.

"Pass-through rate" is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor. Other than the two element, no additional costs, charges, indirect rates, or profit/fees may be proposed or applied to prime or subcontract costs.

(i) any and all indirect costs and applicable profit/fee applied to the subcontractor's proposed cost by the prime contractor, including, but not limited to, program management, subcontract management, invoice processing, quality assurance, overhead, material handling charges, G&A, burdens and mark-ups, (fill-in to identify any other costs _____); and

(ii) any and all prime contractor fee applied to the subcontractor's proposed labor.*

*For purpose of this calculation, determine the amount of fee applied by the prime contractor to prime contractor labor separate form the amount of profit/fee applied by the prime contractor to subcontractor's labor. The maximum fee applied by the prime contractor labor is discussed in Part (b) of this clause, "Maximum Fee Rate For Prime Contractor." Fee means target fee in Cost Plus Incentive Fee type contracts (CPIF), base fee (cognizant of further limitations on base fee at DFARS 216.405-2(3)(iii)) in Cost Plus Award Fee type contracts (CPAF), of fixed fee in Cost Plus Fixed Fee type contracts (CPFF).

(3) After award, the maximum subcontractor pass-through on any invoice shall not exceed the lesser of 8% or the rate indicated in the fill-in below. Subcontractor pass-through charges above those indicated below will be considered unallowable as unreasonable per se.

CLIN(s) 8%

Maximum pass-through rate 8%

(4) Any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all profit/fee must be provided at the prime contractor level subject to the limitations specified in this contract.

(b) Maximum Fee Rate For Prime Contractor

(1) CLINs for ODCs - No fee shall be paid on any invoice submitted under CLINs for ODCs. Indirect cost elements such as G&A and material handling may be applied but may not include fee.

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(2) CLINs for Labor - The maximum fee rate proposed on the prime contractor's work shall not exceed 8%. A fee rate greater than 8% is unallowable and, therefore, will make the offer unawardable.

(3) After award, the maximum fee rate applied on any invoice shall not exceed the lesser of 8% or the rate indicated in the fill-in below. Charges above those indicated below will be considered unallowable as unreasonable per se.

CLIN(s) _____ (at contract award fill-in the Labor CLIN(s))

Fee rate applied to prime contractor's labor 8%

(4) This clause shall flow down to all subcontractors/consultants included as part of the prime contractor proposal.

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

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

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

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A007. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A007. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment [insert appropriate contract attachment number] shall be utilized as required herein and attached to the report.

(a) Incurred Costs:

(1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment A007.

(2) Labor: Incurred costs for labor shall be reported by completing the "invoiced labor" tab,

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and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment A007. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) Other Direct Costs (ODCs), including Travel and Material: Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment A007. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Saving Clause."

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

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are not being designated at this time. However, future changes in administration functions will be as delineated by Procuring Contracting Officer (PCO) correspondence.

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

G-01 SPECIAL PAYMENT INSTRUCTIONS

In accordance with DFARS PGI 204.7108(d)(12), none of the standard payment instructions identified in (d)1 through (11) are applicable for this task order. As such, the payment office shall make payment by CLIN and ACRN as outlined on the Contractor's payment request submitted through WAWF.

The Range Instrumentation RDT&E for the Missile Defense Agency has several missions supporting multiple customers with funding coming from multiple sources. The task order is

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-TXT-16 MATERIAL AND PURCHASING

The contractor shall manage material and consumable supplies at levels to meet mission requirements. The contractor must obtain prior approval from the COR for any purchases valued over \$500. All COR-approved purchases shall be submitted to the Contracting Officer for post action review within 3-5 business days. The contractor must obtain prior approval from the Contracting Officer for any purchases valued over \$20,000. To receive approval for the purchases, the contractor shall submit a consent package providing a description, price, evidence of adequate price competition, or if unavailable, a justification for use of a single source and a determination that the price is fair and reasonable. These requirements apply to all contractor purchases.

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.

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 Section C herein. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel

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

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

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

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

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

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

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

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

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

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

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

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

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

(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

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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 insert the period of prohibition 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 insert the period of prohibition 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 insert the period of prohibition 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

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

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

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

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

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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) (FEB 2013)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://dodssp.daps.dla.mil/assist.htm>. 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.

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 393,900 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.

The estimated composition of the total man-hours of direct labor by classification are as follows:

Labor Category	Hours- Base Period	Hours- Option Period 1	Hours- Option Period 2	Hours- Option Period 3	Hours- Option Period 4
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Estimated Level of Effort	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(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,

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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 1515 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

5252.222-9502 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (CENTCOM Contracting Command (C3) 952.222-0001)(AUG 2011)

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the

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existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

5252.223-9503 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (CENTCOM Contracting Command (C3) 952.223-0001) (JUL 2010)

Contractors shall notify the Contracting Officer as soon as practicable, whenever employee kidnapping, serious injuries or deaths occur:

Report the following information:

Contract Number: Contract Description & Location, Company Name

Reporting party: Name, Phone number, E-mail address

Victim: Name, Gender (Male/Female), Age, Nationality, Country of permanent residence

Incident: Description, Location, Date and time

Other Pertinent Information

5252.225-9510 COMPLIANCE WITH LAWS AND REGULATIONS (CENTCOM Contracting Command (C3) 952.225-0004)(DEC 2011)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan - Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq - Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

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(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander in the country (Afghanistan).

5252.225-9515 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN) (CENTCOM Contracting Command (C3) 952.225-0003)(DEC 2011)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level

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III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html>.

5252.225-9516 MONTHLY CONTRACTOR CENSUS REPORTING (CENTCOM Contracting Command (C3) 952.225-0005)(AUG 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

5252.225-9526 CONTRATOR DEMOBILIZATION (IRAQ) (CENTCOM Contracting Command (C3) 952.225-0017)(AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Iraq Combined Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of

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theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, as returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If the prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon redeployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not be properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part if included in the contract. Prime contractor who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than

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the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of the said abandoned property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Iraq CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is complete or their employment is terminated for any reason. On a case-by-case basis, contracting officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on a USG contract) to another USG prime contractor or USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employee's termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-18 (NAVAIR 5252.225-9527). The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USG

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expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with USG, anywhere in the world.

**5252.225-9527 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (IRAQ)
(CENTCOM Contracting Command (C3) 952-225-0018) (AUG 2011)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Iraq for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USF-I Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USF-I PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0017 entitled "Contractor Demobilization (Iraq)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the contracting officer.

**5252.225-9529 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY
(AFGHANISTAN)(CENTCOM Contracting Command (C3) 952.225-9520) (AUG 2011)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel; it is the expectation of the USG that any contractor brought into Afghanistan for the sole purpose of Performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division,

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and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends and associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952-225-0016 (NAVAIR Clause 5252.225-9525) entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED ITEM(s)

CLIN 4001 (Labor)

ALLOTED TO COST: [REDACTED]

ALLOTED TO FEE: [REDACTED]

PERFORMANCE:

12/12/2013 - 12/11/2014

CLIN 7001 (Labor)

ALLOTED TO COST: [REDACTED]

ALLOTED TO FEE: [REDACTED]

PERIOD OF PERFORMANCE:

12/12/2014 - 12/11/2015

CLIN 7002 (Labor)

ALLOTED TO COST: [REDACTED]

ALLOTED TO FEE: [REDACTED]

PERIOD OF PERFORMANCE:

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CLIN 7003 (Labor)

ALLOTTED TO COST: _____

ALLOTTED TO FEE: _____

PERIOD OF PERFORMANCE:

CLIN 7004 (Labor)

ALLOTTED TO COST: _____

ALLOTTED TO FEE: _____

PERIOD OF PERFORMANCE:

CLIN 6001 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE:

12/12/2013 - 12/11/2014

CLIN 9001 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE:

12/12/2014 - 12/11/2015

CLIN 9002 (ODC)

ALLOTTED TO COST: [REDACTED]

PERIOD OF PERFORMANCE:

CLIN 9003 (ODC)

ALLOTTED TO COST: _____

PERIOD OF PERFORMANCE:

CLIN 9004 (ODC)

ALLOTTED TO COST: _____

PERIOD OF PERFORMANCE:

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

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

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

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FUNDING PROFILE

It is estimated that these incremental funds will provide for [REDACTED] hours for the entire work effort.

The following details funding to date:

Total Contract CPEFF: [REDACTED]

Funds this Action: [REDACTED]

Previous Funding: [REDACTED]

Funds available: [REDACTED]

Balance Unfunded: [REDACTED]

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

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

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

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

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

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

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

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

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(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 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

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of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

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

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

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

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

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personnel shall be made except in accordance with this clause.

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

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

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

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

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

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

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate

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remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

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: [Kim Matsunaga Phone: \(760\) 939-7084 E-mail: kim.matsunaga@navy.mil](mailto:Kim.Matsunaga@navy.mil)

Note: for the purpose of this clause included in a task order under a multiple award contract the team "PCO" refers to the "Task Order PCO."

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SECTION I CONTRACT CLAUSES

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

(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 this 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.

52.216-8 -- FIXED FEE (JUN 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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 six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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

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

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

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

As prescribed in [204.7304](#)(b), use the following clause:

LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations,

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international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

252.204-7010 Requirement for Contractor to Notify DoD if the Contractor’s Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol.

As prescribed in [204.470-3](#), use the following clause:

REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR’S ACTIVITIES ARE
SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY
ADDITIONAL PROTOCOL (JAN 2009)

(a) If the Contractor is required to report any of its activities in accordance with Department of Commerce regulations (15 CFR Part 781 *et seq.*) or Nuclear Regulatory Commission regulations (10 CFR Part 75) in order to implement the declarations required by the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the Contractor shall—

(1) Immediately provide written notification to the following DoD Program Manager:

[Contracting Officer to insert Program Manager’s name, mailing address, e-mail address, telephone number, and facsimile number];

(2) Include in the notification—

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(i) Where DoD contract activities or information are located relative to the activities or information to be declared to the Department of Commerce or the Nuclear Regulatory Commission; and

(ii) If or when any current or former DoD contract activities and the activities to be declared to the Department of Commerce or the Nuclear Regulatory Commission have been or will be co-located or located near enough to one another to result in disclosure of the DoD activities during an IAEA inspection or visit; and

(3) Provide a copy of the notification to the Contracting Officer.

(b) After receipt of a notification submitted in accordance with paragraph (a) of this clause, the DoD Program Manager will—

(1) Conduct a security assessment to determine if and by what means access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for a national security exclusion, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America. DoD will notify the Contractor if a national security exclusion is applied at the Contractor's location to prohibit access by the IAEA.

(c) If the DoD Program Manager determines that a security assessment is required—

(1) DoD will, at a minimum—

(i) Notify the Contractor that DoD officials intend to conduct an assessment of vulnerabilities to IAEA inspections or visits;

(ii) Notify the Contractor of the time at which the assessment will be conducted, at least 30 days prior to the assessment;

(iii) Provide the Contractor with advance notice of the credentials of the DoD officials who will conduct the assessment; and

(iv) To the maximum extent practicable, conduct the assessment in a manner that does not impede or delay operations at the Contractor's facility; and

(2) The Contractor shall provide access to the site and shall cooperate with DoD officials in the assessment of vulnerabilities to IAEA inspections or visits.

(d) Following a security assessment of the Contractor's facility, DoD officials will notify the Contractor as to—

(1) Whether the Contractor's facility has any vulnerabilities where potentially declarable activities under the U.S.-IAEA AP are taking place;

(2) Whether additional security measures are needed; and

(3) Whether DoD will apply a national security exclusion.

(e) If DoD applies a national security exclusion, the Contractor shall not grant access to IAEA inspectors.

(f) If DoD does not apply a national security exclusion, the Contractor shall apply managed access to prevent disclosure of program activities, locations, or information in the U.S. declaration.

(g) The Contractor shall not delay submission of any reports required by the Department of Commerce or the Nuclear Regulatory Commission while awaiting a DoD response to a notification provided in accordance with this clause.

(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

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As prescribed in [204.7304\(c\)](#), use the following clause:

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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

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

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

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

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“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

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

(c) *Cyber incident reporting requirement.*

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(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the

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program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties;

and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support.

As prescribed in [204.7403](#)(c), use the following clause:

NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

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

“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.

“Litigation support” means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

“Litigation support contractor” means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at [252.204-7014](#), Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

“Sensitive information” means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

“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.

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(b) *Notice of authorized disclosures.* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) *Flowdown.* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS.

As prescribed in [227.7103-3\(b\)](#), [227.7104\(e\)\(2\)](#), or [227.7203-3\(a\)](#), use the following provision:

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 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 _____
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.

(End of provision)

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252.251-7000 Ordering From Government Supply Sources.

As prescribed in [251.107](#), use the following clause:

ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the

Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

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(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Security Classification Specification (DD254)

Attachment 2 - Quality Assurance Surveillance Plan

Attachment 4 - DD254 Annex

Exhibit A - Contract Data Requirements Lists (CDRL) (DD1423)