

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
42

3. EFFECTIVE DATE
24-Apr-2016

4. REQUISITION/PURCHASE REQ. NO.
1300557332

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

6. ISSUED BY CODE

N68936

7. ADMINISTERED BY (If other than Item 6)

CODE

S0512A

NAVAIR Weapons Division China Lake
429 E Bowen Road - Stop 4015
China Lake CA 93555-6108
carly.breitberg@navy.mil 760-939-3964

DCMA LOS ANGELES
16111 Plummer Street, Building 10, 2nd Floor
North Hills CA 91343-2036

SCD: C

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

Synectic Solutions
1701 Pacific Avenue Suite 260
Oxnard CA 93033-1887

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4130-GM01

10B. DATED (SEE ITEM 13)

27-Jun-2011

CAGE CODE 09WL9

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [X] D. OTHER (Specify type of modification and authority)
52.232-22 LIMITATION OF FUNDS

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

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

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

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

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)

24-Apr-2016

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to correct the ACRN "BW" on CLIN/SLIN 700203 to "XX". The LOA will remain the same (with the exception of the ACRN). Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

700203:

From: BW 97X4930 NH2C 251 77777 0 050120 2F 000000 A00003333822

To: BX 97X4930 NH2C 251 77777 0 050120 2F 000000 A00003333822

The total amount of funds obligated to the task is hereby increased from \$3,447,327.10 by \$0.00 to \$3,447,327.10.

The total value of the order is hereby increased from \$6,970,445.91 by \$0.00 to \$6,970,445.91.

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

CLIN/SLIN	From	To
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CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 1 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	R424	Base (RDT&E)	1.0	LO			
400101	R424	PR: 1300211063 \$230,000 ACRN AA (RDT&E)					
400102	R424	PR: 1300212405 \$125,000 ACRN AB (RDT&E)					
400103	R424	PR: 1300212269 \$35,000 ACRN AC (RDT&E)					
400104	R424	PR: 1300215233 \$90,000 ACRN AD (RDT&E)					
400105	R424	PR: 1300215233 \$65,000 ACRN AE (RDT&E)					
400106	R424	PR: 1300220848 \$35,000 ACRN AG (Fund Type - OTHER)					
400107	R424	PR: 1300235522 \$43,000 ACRN AJ (RDT&E)					
400108	R424	PR: 1300235135 \$70,000 ACRN AK (RDT&E)					
400109	R424	PR: 1300235137 \$180,000 ACRN AL (RDT&E)					
400110	R424	PR: 1300235137 -\$50,000(DEOB) \$39,700 ACRN AN (RDT&E)					
4002	R424	Option 1 (RDT&E)	1.0	LO			
400201	R424	PR: 1300277346 \$60,000 ACRN AP (RDT&E)					
400202	R424	PR: 1300278927 \$30,000 ACRN AQ (RDT&E)					
400203	R424	PR: 1300279241 \$114,000 ACRN AR (RDT&E)					
400204	R424	PR: 1300281681 \$259,000 ACRN AR (RDT&E)					
400205	R424	PR: 1300330135 \$56,205 ACRN AT (RDT&E)					
400206	R424	PR: 1300330137 \$19,972.10 ACRN AU (RDT&E)					
400207	R424	PR: 1300330493 \$10,000 ACRN AV (RDT&E)					
400208	R424	PR: 1300331139 \$42,000 ACRN AW (RDT&E)					
4003	R424	Option 2 (RDT&E)	1.0	LO			
400301	R424	PR: 1300358078 \$25,000 ACRN AY (RDT&E)					
400302	R424	PR: 1300358549 \$175,000 ACRN AZ (RDT&E)					
400303	R424	PR: 1300362260 \$37,500 ACRN BA (Fund Type - OTHER)					
400304	R424	PR: 1300358078-0001 \$30,000 ACRN AY (RDT&E)					
400305	R424	PR: 1300362260-0001 \$26,500 ACRN BB (RDT&E)					

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 2 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400306	R424	PR: 1300374941 \$10,000 ACRN BC (Fund Type - OTHER)					
400307	R424	PR: 1300401268 \$70,000 ACRN BF (RDT&E)					
400308	R424	PR: 1300401268-0001 \$10,000 ACRN BF (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
6001	R424	Base NTE the estimated cost. (RDT&E)	1.0	LO	\$340,261.02		
600101	R424	PR: 1300211063 \$30,000 ACRN AA (RDT&E)					
600102	R424	PR: 1300212405 \$25,000 ACRN AB (RDT&E)					
600103	R424	PR: 1300212269 \$20,000 ACRN AC (RDT&E)					
600104	R424	PR: 1300217335 \$70,000 ACRN AF (RDT&E)					
600105	R424	PR: 1300215233 \$23,000 ACRN AH (RDT&E)					
600106	R424	PR: 1300235137 -\$40,000(DEOB) \$30,000 ACRN AM (RDT&E)					
600107	R424	PR: 1300235137 -\$10,000(DEOB) ACRN AN (RDT&E)					
6002	R424	Option 1 NTE the estimated cost. (RDT&E)	1.0	LO	\$350,468.85		
600201	R424	PR: 1300277346 \$10,000 ACRN AP (RDT&E)					
600202	R424	PR: 1300278927 \$45,000 ACRN AQ (RDT&E)					
600203	R424	PR: 1300281681-0001 \$50,000 ACRN AS (RDT&E)					
600204	R424	PR: 1300351403 \$18,750 ACRN AX (O&MN,N)					
6003	R424	Option 2 NTE the estimated cost. (RDT&E)	1.0	LO	\$360,982.92		
600301	R424	PR: 1300358078 \$5,000.00 ACRN AY (RDT&E)					
600302	R424	PR: 1300358549 \$48,000.00 ACRN AZ (RDT&E)					
600303	R424	PR: 1300379600 \$66,000.00 ACRN BD (RDT&E)					
600304	R424	PR: 1300383573 \$56,100.00 ACRN BE (RDT&E)					
600305	R424	PR: 1300401267 \$20,000.00 ACRN BG (RDT&E)					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R424	Option 3 (RDT&E)	1.0	LO			
700101	R424	PR:1300427654 \$240,000 ACRN BH (RDT&E)					
700102	R424	PR:1300427655 \$68,000 ACRN BJ (RDT&E)					

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 3 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700103	R424	PR:130041528-0001 De-Ob (\$420,000-\$156,000) ACRN BQ (O&MN,N)					
700104	R424	PR:1300496351 \$45,000 ACRN BR (RDT&E)					
7002	R424	Option 4 (RDT&E)	1.0	LO			
700201	R424	PR: 1300505473 \$25,000.00 ACRN: BS (RDT&E)					
700202	R424	PR: 1300504832 \$103,000.00 ACRN: BT (RDT&E)					
700203	R424	PR: 1300557332 \$25,000.00 ACRN: BX (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R424	Option 3 NTE the estimated cost. (RDT&E)	1.0	LO	\$371,746.51
900101	R424	PR: 1300427654 \$40,000 ACRN BH (RDT&E)			
900102	R424	PR: 1300427655 \$10,000 ACRN BJ (RDT&E)			
900103	R424	PR: 1300442532-0002 De-Ob (\$87,000-\$12,000) ACRN BK (RDT&E)			
900104	R424	PR: 13001300427654-0001 \$20,000 ACRN BH (RDT&E)			
900105	R424	PR: 1300442532-0001 \$10,000 ACRN BL (RDT&E)			
900106	R424	PR: 1300458529 \$3,000.00 ACRN BM (RDT&E)			
900107	R424	PR: 1300459087 \$25,000.00 ACRN BN (RDT&E)			
900108	R424	PR: 1300459692 \$1,800.00 ACRN BP (RDT&E)			
900109	R424	PR: 1300459692-0001 \$2,000.00 ACRN BP (RDT&E)			
900110	R424	PR: 130048152 \$800.00 ACRN BQ (O&MN,N)			
9002	R424	Option 4 NTE the estimated cost. (RDT&E)	1.0	LO	\$382,966.77
900201	R424	PR: 1300504832 \$15,000.00 ACRN: BT (RDT&E)			
900202	R424	PR: 1300505474 \$15,000.00 ACRN: BU (RDT&E)			
900203	R424	PR: 1300524532 \$5,000.00 ACRN: BV (RDT&E)			
900204	R424	PR: 1300504832-0001 \$50,000.00 ACRN:BW (RDT&E)			

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

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 4 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

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

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract 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 fee 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.

(e) Fee(s) will not be paid on material or travel.

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 [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **0 man-hours** are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of **40 hours** per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 5 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

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

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

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

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

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the 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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 6 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 7 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

This Statement of Work Addendum does not apply to any line items funded by Foreign Military Sales (FMS).

The following Statement of Work Addendum is hereby added to the existing Statement of Work and takes precedence over 5252.211-9502:

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense a revised normal work week will be established. During the civilian furlough period, unless as otherwise authorized by the contracting officer, the Government Installation Work Schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the Government Installation Work Schedule.

(b) The contractor is not required to remain on standby and should take every effort to minimize its overhead costs during the reduction.

(c) At the conclusion of the civilian furlough period, the work schedule will revert to the prior established schedule.

In reference to paragraph (a) above, the contractor is authorized to vary from the Government Installation Work Schedule, such as 4-10 hour days, Monday through Thursday, provided there are no additional costs to the Government. Additional authorization by the PCO is required prior to work being performed on the Government Installation on Fridays.

PERFORMANCE BASED STATEMENT OF WORK (PBSOW)

JC4ISR Interoperability Test & Evaluation Capability (InterTEC)

Science & Technology Test Technology Areas (TTA)/ Net-Centric System Test (NST)

10 May 2011

1 SCOPE

The scope of this task is to provide technical expertise and management support for the integration, and test tasks associated with the delivery of InterTEC products developed by Joint Interoperability Test Command (JITC), NAVAIR- Point Mugu and Army Test and Evaluation Capability(ATEC)T&E/S&T TTAs technology research projects, and unique T&E-specific range systems.

An understanding of the future state of the art for interoperability and net-centric testing is required to ensure InterTEC and NST continue to provide the advanced technology capability resulting in the high fidelity joint C4ISR test environments and populate, control and instrument the test environment such that meaningful data is collected. Additionally, knowledge of the current InterTEC and NST technologies is required to ensure that InterTEC and NST continue to provide the technology and tools to effectively analyze and assess the interoperability performance of the Sea Range Interoperability T&E Center (ITEC) and Networked Systems Under Test (NSUTs) to facilitate the joint interoperability and net readiness certification of the NSUTs. This capability will be provided from a distributed network of NSUT reference implementations, distributed instrumentation, and synthetic battlespace environments with nodes located at Army, Navy, Air Force, and Department of Defense (DoD) agency locations. Furthermore, engineering support is required to test/integrate InterTEC Products at ITEC to ensure NSUTs have the correct software tools for successful data collection and analysis and that the hardware is configured to specification. Project management support to include the identification and scheduling of resources and process engineering support are required to

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 8 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

ensure that these capabilities will be available for the interoperability and net readiness elements of developmental tests, operational tests, and joint interoperability certification tests. Engineering support focusing on the requirements for the future testing of Range Data Systems will be performed under this task order for Sea Range Tactical Data Link, Range Data Systems (RDS), and Range Timing and Data Infrastructure Reengineering (RTDIR) activities.

Contractor support will provide DoD the subject matter expertise required to successfully meet the sponsor's mission to advance technology developments that further the science and capabilities of testing network-centric requirements, environments, systems, system of systems, Information Assurance (IA), Computer Network Defense (CND) Cyber, and end-to-end mission threads. Under the T&E/S&T program, the support provided by this task order will assist the government in identifying and overcoming technology and infrastructure shortfalls. This is accomplished by having a thorough understanding of the TRMC Strategic Plan, the Quadrennial Defense Review (QDR), the NST Reference Architecture, and NST Roadmap. This will allow the government to make timely investments, maintain an effective portfolio of research projects so that the technologies required to create, manage, instrument, stimulate and measure an operationally relevant Network-Centric Test Environment will be available in the earliest practical timeframe.

1.1 BACKGROUND

The Joint Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (JC4ISR) Interoperability Test and Evaluation Capability (InterTEC) is an integrated, scalable, and extensible test capability for the joint interoperability testing and evaluation of Command, Control, Communications, Computers, Intelligence, Surveillance, Reconnaissance (C4ISR) systems. InterTEC, with both live and simulated entities, will be positioned to be the principal mechanism for performing distributed C4ISR interoperability and net readiness certification testing to include Information Assurance (IA) and Computer Network Defense (CND) Cyber testing.

The Test and Evaluation (T&E)/Science and Technology (S&T) program manages seven Test Technology Areas (TTA) – Net-Centric System Test (NST) is one of those TTAs. NST is funded to mature and advance high-payoff enabling technologies that support current T&E capabilities such as InterTEC and address T&E shortfalls identified two to fifteen years in the future. NST invests in advanced research that matures technologies from the Technology Readiness Level (TRL) 3 through TRL 6. NST investments serve to enhance critical enabling test technologies that can eventually be transitioned to DoD test facilities for follow-on engineering development. NST was established by the Office of the Secretary of Defense (OSD) Test Resource Management Center (TRMC) project office in January 2006.

2 APPLICABLE DOCUMENTS

2.1 General. The Contractor shall not purchase any Information Technology (IT) equipment on behalf of NAVAIR in support of this contract without a NAVAIR CIO signed "IT" approval.

It is the Government's responsibility to ensure that any IT procurements (hardware/hardware maintenance or software/software maintenance, support services or telecommunications) procured by the Contractor under the scope of each CIO-approved individual TO that contains "IT" that will be associated with this Basic Contract meet the following requirements.

The following paragraphs are for information only.

2.2 Clinger-Cohen Act: This Clause Is Required In All IT Procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

2.3 System Software / Application Compliance:

"All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 9 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Management Modernization Program (BMMP)), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates."

2.4 Information Assurance (IA): This is required on all DON Contracts

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

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

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

§ National Industrial Security Operating Manual (NISPOM)

§ CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003

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

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

§ DoDD 8500.1E--Information Assurance

§ DoDI 8500.2--Information Assurance Implementation

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

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

§ CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"

2.5 For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA POC is available via the NAVAIR portal at <https://air74.navair.navy.mil>

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

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

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

A. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DOD Contracts. The contractor shall be responsible for the remediation of any equipment that fails

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 10 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

these audits prior to the connection of the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;

B. Extent of Validation Scanning. To prevent scanning of “corporate” assets, all such networks, equipment and connections shall be physically segregated from any government/contractor “corporate” networks that are not in direct support of DoD contracts;

C. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6212.11B;

D. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;

E. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

2.6 Enterprise Architecture:

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

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

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

IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

3 REQUIREMENTS

The contractor will provide full time, technical support with the expertise to perform the full range of functions described in the following paragraphs.

3.1 Strategic Planning

The contractor shall:

3.1.1 Perform strategic planning, management and control functions for the InterTEC Project.

3.1.1.1 Provide project planning support for InterTEC products pursuant to TRMC’s Strategic Planning Guide.

3.1.1.2 Provide an analysis of the portfolio of T&E/S&T Technology research projects, including NST to ensure the investments are effectively addressing future T&E requirements as defined in the TRMC Strategic Plan, the NST Reference Architecture, and the NST Roadmap. **CDRL A003**

3.1.1.3 Develop and provide required updates to the InterTEC Program Management Plan and other project plans per TRMC’s Program Execution Guide (PEG). **CDRL A004**

3.1.1.4 Coordinate the development and required updates to the various NST Project Execution Plans (PEPs) with each NST project by providing the TRMC approved template and process for PEP to

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 11 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

each project Principle Investigator (PI). **CDRL A004**

3.1.1.5 Receive budget requirements from each of the InterTEC sites and integrate the budgets and plans to effectively link IT functions, activities, and resources with mission objectives.

3.1.1.6 Provide budgetary project support including, Project Fiscal Year Obligation and Expenditure Plans, Work Breakdown Structures and monthly reporting to TRMC. **CDRL A001 and A002**

3.1.1.7 Develop and maintain a monthly reporting process for all NSUTs. Note – This is a simple email to the development team identified in paragraph 1 to provide us with their true expenditure, vs relying on NAVAIR Reporting system. **CDRL A005**. For the CDRL: This will be a onetime submission, due 60 DAC, and then as required after that. Contractor format is acceptable.

3.1.1.8 Review and analyze all NST project monthly reports submitted by each PI to ensure proper formatting and input to the TRMC T-E Web based monthly reporting system.

3.1.1.9 Support InterTEC software certification and accreditation processes based on Agency-specific information assurance requirements (i.e., Navy, Air Force, Army, etc.).

3.2 Requirements Definition and Development

The contractor shall:

3.2.1 During the site surveys (paragraph 3.2.3), requirements for hardware and software are identified and based on the type of testing to be performed the contractor shall ensure that the correct suite of InterTEC tools are installed and integrated. Prior to conducting formal test, the contractor shall confirm with each site that they have the correct hardware configuration with the latest InterTEC Suite (software) installed. If there are discrepancies, the contractor will analyze and evaluate and provide a recommended corrective action. **CDRL A003**

3.2.2 Assess alternatives and identify advantages and disadvantages of each alternative in terms of program objectives, cost, and technical information requirements. **CDRL A003**

3.2.3 Conduct site surveys at new InterTEC sites as required for InterTEC and Tactical Data Link Upgrades. These surveys will assess the support requirements prior to the introduction of systems and equipment at selected T&E sites, training sites, and operational sites. **CDRL A003**

3.2.3.1 Evaluate existing hardware at ITEC and InterTEC sites to ensure compatibility and high performance with the InterTEC suite of tools. See Attachment 1 for the map of all 25 sites.

3.2.3.2 Evaluate facility capabilities, intended use, and physical constraints and recommend solutions and alternatives including variable software and hardware configurations to meet the needs of individual sites.

3.2.4 Identify variances from documented plans, recommend corrective actions, and track implementation to meet site/unit activation planning milestones.

3.2.5 Provide technical expertise associated with security and Information Assurance requirements needed in support of ITEC and each site in design of future infrastructure based on requirements of users and sponsors. Note – this is a case by case – some site IAO/IAM may need info on meeting their individual services and agencies IA needs.

3.2.6 Provide Subject Matter Expert (SME) with a complete understanding in all RDS systems and their interface requirements between Range Tactical Data Link and InterTEC.

3.2.7 Provide SME with a complete understanding in all of the NAWCWD Range Data Systems Group and who could support RTDIR re-engineering. This re-engineering will include development of requirements specifications, hardware specifications, software development, and IT approval.

3.2.8 Work with the RDS program managers and lead engineers at the NAWCWD Sea Range at Point Mugu, and the NAWCWD Land and Echo Ranges at China Lake to gather and document requirements for range data systems in support of Improvement and Modernization (I&M) projects like Common Display System (CDS) and RTDIR.

3.2.9 Work with RDS program managers and lead engineers at NAWCWD Sea and Land Ranges to

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 12 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

develop test strategies, test plans and test procedures to meet defined project requirements. This effort will include providing a review of all Range events to ensure compliance with all range requirements and to ensure availability of resources required to support each test event.

3.2.10 Work with RDS program managers and lead engineers to produce an assessment of implementation alternatives as well as the development of infrastructure implementation and transition plans.

3.2.11 Work with RDS program managers and lead engineers to transition existing customers to new infrastructure such as CDS and RTDIR. This includes functioning as the technical lead, maintaining engineering support for existing legacy real-time systems until they are replaced and maintaining technical lead for new system to include test plans/procedures, test strategies and development of technical documentation.

3.2.12 Support concept exploration and development of Information Assurance (IA) test tools needed and integration of new and existing IA test tools such as those available at Integrated Threat Information Operations Lab (ITIO) at Redstone Arsenal, AL, the Air Force Information War Center at Lackland AFB, and other similar organizations. To the maximum extent possible, ensure that these IA test tools are compatible with the Joint Mission Environment Test Capability (JMETC) and Test and Training Enabling Architecture (TENA).

3.3 Installation and Testing

The contractor shall:

3.3.1 Provide a SME with the knowledge, understanding and ability to support the installation of the InterTEC suite of tools at each site. Technical expertise includes understanding of each site's infrastructure requirements/constraints, site-specific network capabilities and limitations, applicable regulations and Agency-specific security regulations, site-related business rules, and hardware/software interfaces at each site.

3.3.2 Assist each site to set up and run parameters of the InterTEC suite of tools.

3.3.3 Provide a SME with technical and engineering expertise and knowledge on the functionality of the InterTEC tools to evaluate and assess results and recommend solutions to problems that arise as a result of interoperability testing between:

- Operating systems software and security required software
- Various InterTEC tools and operating systems software
- Various InterTEC tools and security required software
- Various InterTEC tools and customer/potential customer software

3.3.4 Maintain and operate the Interoperability T&E Center (ITEC) laboratory which is the InterTEC development and integration site as well as InterTEC operational test control center at the NAWCWD Sea and Land Ranges.

3.3.5 Perform testing and troubleshooting in laboratory environment prior to conducting testing on-site.

3.3.6 Evaluate, document, and analyze site-related technical issues and potential degradation of data resulting from site-specific network and infrastructure limitations; constraints posed by regulations, security, or business rules, and software/hardware interface issues. **CDRL A003**

3.3.7 Provide real-time support for test events. Real-time support may require the ability to dynamically re-configure the InterTEC suite of tools to meet evolving test requirements and unexpected conditions.

3.4 Training

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 13 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The contractor shall:

3.4.1 Plan, coordinate and prepare an InterTEC Configuration Items system level hands-on training program for all InterTEC products for both; a) remote NSUT locations, and b) Central Test Control Center locations.

3.4.2 Provide training and user support at sites during initial installation and on-going as InterTEC suite of tools is updated and revised.

3.5 Operational Support

The contractor shall:

3.5.1 Use the InterTEC tools suite to perform interoperability data analysis.

3.5.2 Set up the InterTEC tool suite for each event as required, collect data, analyze the data and provide a summary report. CDRL A003

3.5.3 Customize data analysis to meet the network-centric testing needs of various users.

3.5.4 Perform process engineering and troubleshooting and recommend solutions based on technical expertise in all aspects of InterTEC operation including an understanding of all interfaces and site-unique configurations, capabilities, and constraints.

3.5.5 Support the update of the Tactical Data Link for operational support exercises.

3.6 Life Cycle Support

The contractor shall:

3.6.1 Provide sustainment support for all hardware and software to include research and planning for replacement parts and design development, analysis of strategy for hardware/software integration/testing.

3.6.2 Perform legacy system maintenance for Tactical Data Link and RDS software.

3.6.3 Provide support for RDS including legacy software support and software development, maintenance, and upgrades for existing systems.

3.6.4 Perform all aspects of supply management including determining requirements, obtaining approvals, procuring, maintaining, repairing, replacing and disposing of equipment. Specifically, the contractor shall provide procurement support to InterTEC NSUT site surveys, accreditation processes, and distributed test events. In support of this effort, the contractor shall procure necessary materials with prior written approval from the Government. The Contracting Officer's Representative (COR) may approve purchases up to \$3,000 for supplies and \$2,500 for services. For purchases above this amount the Contractor must obtain prior written approval from the Contracting Officer. Disposal of all property shall be coordinated with the Government Property Administrator.

3.6.5 Provide technology refresh which may include but is not limited to software upgrades and hardware replacements as directed by the Task Order Manager.

3.6.6 Maintain the extensive tracking system and inventory database of hardware and software provided to all InterTEC test sites / NSUTs since the inception of the project. CDRL A003

3.6.7 Support process management activities and shall develop and maintain a Lessons Learned database for each InterTEC Build and each T&E/S&T technology research project, including NST. CDRL A003

3.6.8 Identify supportability problem areas and recommend solutions.

3.6.9 Participate in Configuration Control Board (CCB) activities including Change Request (CR) review and recommendations.

3.7 Meeting Support

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 14 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The contractor shall:

3.7.1 Assist in the development of InterTEC User Support Group and project procedures; coordinate periodic reviews and provide required documentation. CDRL A003

3.7.2 Coordinate all program reviews, Summits and Technical Exchange Meetings for InterTEC and T&E/S&T projects including preparation of agendas, minutes of meetings and coordination of locations. This will include monthly project conferences and interfacing with project team members for action item updates. CDRL A003

3.8 Work Schedule

The Government's primary operations are conducted on a compressed 80-hour/9-day schedule except Federal holidays or any other day(s) designated by Federal Statute, Executive Order, or Presidential Proclamation. The ten Federal holidays include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas Day. The contractor shall be available to support the same schedule as Government personnel without incurring overtime charges.

3.9 Place of Performance

The Government anticipates the primary place of performance for this task order will be at Point Mugu, California. The contractor is required to maintain a separate facility within 45 miles of Point Mugu which is capable of supporting off-site meetings for up to 40 people.

3.10 Travel

All remote travel will require the approval of the Task Order Manager and will be conducted in accordance with the Joint Travel Regulations in force during the term of this task. The contractor shall develop and provide a trip report at the completion of each trip. CDRL A003

3.11 Deliverables

CDRL Number	Deliverable	Frequency	SOW Paragraph References
A001	Monthly Progress and Status Report	Monthly	3.1.1.5
A002	Contract Funds Status Report	Monthly	3.1.1.5
A003	Technical Report	As Required	3.1.1.2, 3.2.1, 3.2.2, 3.2.3, 3.3.6, 3.5.2, 3.6.6, 3.6.7, 3.7.1, 3.7.2, 3.10
A004	Revisions to Existing Government Documents	As Required	3.1.1.3, 3.1.1.4
A005	Funds and Man-Hour Expenditure Report	As Required	3.1.1.7

3.12 Special Considerations

3.12.1 Contractor Facilities

The contractor must submit evidence of a Top Secret Cleared Facility within 45 miles of the primary work location. The contractor facility must accommodate meetings for up to 40 people.

3.12.2 Security

This effort involves the contractor having access to FOUO, Confidential and classified

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 15 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

information/material. The contractor shall provide personnel with eligibility for clearances up to the TOP SECRET level for some tasks which are identified and SECRET for all others.

3.12.3 Personnel

3.12.3.1 The Government desires a balanced team to ensure management and operational support continues to be readily available to successfully support the technical aspects of the InterTEC, T&E/S&T, RDS, and RTDIR programs without any interruption due to lack of available qualified personnel. The contractor shall propose appropriate labor categories to perform the work described. Personnel must sign a letter of intent stating that they are available to start immediately upon task order award and that their primary place of employment will be no more than 15 miles from the primary place of performance identified above.

3.12.3.2 The contractor shall certify that all personnel assigned to this task order are capable of working independently and with the demonstrated knowledge, skills and expertise in their respective areas that is necessary to perform all assigned duties beginning immediately at task order award.

3.12.3.3 The Government considers the following functional labor categories to be key:

3.12.3.3.1 Project Manager:

- a. Bachelor's degree and over 15 years experience managing large support programs and specifically over 5 years managing large IT support programs for the DoD.**
- b. Over 15 years experience with developing strategic plans and achieving successful outcomes through those plans.**
- c. Over 15 years experience with process improvement methodologies and their practical implementation in the Federal business sector.**
- d. Over 15 years experience with communicating complex approaches and strategies to all levels of the support team.**
- e. Over 15 years experience aligning staffing levels with support requirements.**
- f. Over five years experience with Service Level Agreements.**
- g. Over five years experience with TRMC project requirements, budgetary reporting and costing estimates.**
- h. Over five years project management experience with TRMC's Test & Evaluation/ Science & Technology projects.**
- i. Over five years project management experience with the TRMC CTEIP projects, InterTEC, T&E/S&T projects, NST, and their sites of operation.**

3.12.3.3.2 Management Analyst:

- a. Minimum four years experience with TRMC T&E/S&T project requirements, budgetary reporting and costing estimates.**
- b. Minimum of four years experience and knowledge of the T&E/S&T Broad Agency Announcement (BAA) Process and the basic structure of the BAA.**
- c. Minimum of four years experience and knowledge and understanding of the PEO STRI contracting organization and their processes as they apply to the BAA. Specifically, ability to develop draft documents in support of the NST BAA process.**
- d. Minimum of four years experience and knowledge and ability in the use of the Defense Connect Online (DCO) to support several project monthly meetings and milestone events to ensure compliance with TRMC Program Execution Guidelines (PEG).**

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 16 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

e. Minimum of four years experience in support of TRMC T&E/S&T TTA mid-year reviews (MYR), end-of-year reviews (EOY), and Annual Technical Reviews (ATR). Specifically, over 2 years experience supporting NST in developing and publishing briefing material for MYR, EOY, and ATR reviews.

f. Minimum of four years experience and knowledge of all NST projects in order to effectively capture and monitor all project action items.

g. Must have the ability to travel a minimum of one week per month to various locations in the domestic US in support of the NST TTA.

h. Minimum of four years experience communicating with senior scientists and advanced technical contacts in support of all NST projects.

3.12.3.3.3 Principle Software Engineer:

a. Bachelor's degree in engineering or a related discipline and a minimum of 15 years demonstrated experience supporting software development and maintenance efforts.

b. Minimum of 15 years experience and expert knowledge of NAWCWD RDS including complete understanding of the relationship between legacy systems and future technologies and infrastructure design.

c. Expert knowledge and demonstrated experience with Sea Range Tactical Data Link and predecessor systems including experience with Link 11 and Link 16 implementation and operation as well as the interface between Range Tactical Data Link and InterTEC.

d. Minimum of four years demonstrated experience supporting RTDIR software development and technical documentation efforts.

3.12.3.3.4 Principle Network Engineer:

a. Bachelor's degree and a minimum of 10 years experience in Information Assurance working as an Information Assurance Officer (IAO) within Navy Test Control Center laboratories.

b. Minimum of 10 years experience in analysis, design, development, and documentation of software and hardware systems required to support Range data analysis and display systems.

c. Minimum of 15 years experience and expert knowledge of NAWCWD RDS including complete understanding of the relationship between legacy systems and future technologies and infrastructure design.

d. Minimum of three years experience in programming network system interfaces to RDS real-time production environment, experience with Range distributed test events, and experience developing hardware and network requirements and design in support of comprehensive Joint Service testing events.

e. Demonstrated expertise and experience installing the InterTEC suite of tools including understanding of the relationship between InterTEC and infrastructure requirements/constraints, site-specific network capabilities and limitations, applicable regulations and Agency-specific security regulations, site-related business rules, and hardware/software interfaces at each site.

f. Demonstrated expertise and experience in all aspects of InterTEC operation including an understanding of all interfaces and site-unique configurations, capabilities, and constraints.

3.12.3.3.5 Senior Software Engineer:

a. Bachelor's degree plus 15 years Interoperability Test and Evaluation experience including a minimum of 4 years experience developing hardware and software solutions for joint testing and integration of Network Systems Under Test (NSUT), including InterTEC.

b. Minimum of 10 years of experience with installation and upgrades to software and hardware; operator training in computer, software, and testing applications; and experience as a Test Conductor for end-to-end testing involving multiple sites for programs like InterTEC.

c. Minimum of 15 years of experience with System Administration in a lab environment.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 17 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

d. Demonstrated experience installing the InterTEC suite of tools including understanding of the relationship between InterTEC and infrastructure requirements/constraints, site-specific network capabilities and limitations, applicable regulations and Agency-specific security regulations, site-related business rules, and hardware/software interfaces at each site.

e. Demonstrated expertise and experience in all aspects of InterTEC operation including an understanding of all interfaces and site-unique configurations, capabilities, and constraints.

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Base Ventura County (NBVC) Point Mugu. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to 575 I Ave, Suite 1, Bldg. 53, Rm. 314. All losses are to have the permanent badges returned to 575 I Ave, Suite 1, Bldg. 53, Rm. 314 on the last day of the individual's task requirement.

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Procuring Contracting Officer (PCO). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Task Order Manager (TOM). For purposes of this clause, reference to the TOM shall mean the PCO for contracts that do not have a designated TOM. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [DD2875 12 June 2006.pdf](#)) and coordinate with the TOM to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the TOM. The TOM will review the SAAR submitted by the contractor, and if the TOM concurs that the contractor requires the IT access designated, the TOM will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website [IT Positions Process for Contractors.doc](#).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the TOM and to NAVAIR Security in a format that is accepted by the TOM and the NAVAIR Security. The report submitted to the TOM shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 18 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 19 of 67	FINAL
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SECTION D PACKAGING AND MARKING

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

Note: All deliverables shall be delivered to the Task Order Manager (TOM) at the address noted in Section G, "Task Order Manager Appointment".

Items 4001, 4002, 4003, 7001, and 7002 - Packaging and marking are not applicable to these items.

Items 6001, 6002, 6003, 9001, and 9002 - Packaging and marking shall be in accordance with best commercial practice.

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

- (1) **Synectic Solutions, Inc.**
1701 Pacific Ave Ste #260
Oxnard CA, 93033
- (2) **N00178-04-D-4130**
- (3) **GM01**
- (4) **Gilbert Torres - Code 52710ME**
NAVAIR Weapons Division
575 I Ave, Suite 1
Bldg. 53, Rm. 314
Point Mugu, CA 93042

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

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 20 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

Items 4001, 4002, 4003, 7001, and 7002 - 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, Quality Assurance Surveillance Plan (QASP).

Items 6001, 6002, 6003, 9001, and 9002 - Packaging and marking shall be in accordance with best commercial practice.

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government

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

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: Gilbert Torres Code 52710ME
Activity: NAVAIR Weapons Division
Address: 575 I Ave, Suite 1
Bldg. 53, Rm 314
Point Mugu, CA 93042-5049
Phone: (805) 989-9521

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 21 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4001	6/27/2011 - 6/26/2012
4002	6/27/2012 - 6/26/2013
4003	6/27/2013 - 6/26/2014
6001	6/27/2011 - 6/26/2012
6002	6/27/2012 - 6/26/2013
6003	6/27/2013 - 6/26/2014
7001	6/27/2014 - 6/26/2015
7002	6/27/2015 - 6/26/2016
9001	6/27/2014 - 6/26/2015
9002	6/27/2015 - 6/26/2016

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

<u>CLINs</u>	<u>Period of Performance</u>
4001	06/27/2011 - 06/26/2012
6001	06/27/2011 - 06/26/2012

The period of performance for the following options items are from date of option exercise through 12 months thereafter, estimated at:

Services

4002	06/27/2012 - 06/26/2013
4003	06/27/2013 - 06/26/2014
7001	06/27/2014 - 06/26/2015
7002	06/27/2015 - 06/26/2016

ODCs

6002	06/27/2012 - 06/26/2013
6003	06/27/2013 - 06/26/2014
9001	06/27/2014 - 06/26/2015
9002	06/27/2015 - 06/26/2016

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 22 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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, attached hereto, and the following:

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

(1) PCO, John J Faria NAWCWD Code 254240D
Attn: J. Faria
429 E. Bowen Rd. Mail Stop 4015
China Lake, CA 93555-6108
(760) 939-3728
john.faria@navy.mil

(2) ACO, DCMA Van Nuys
4111 San Pedro Street, Suite 1, Bldg. 1443
Port Hueneme, CA 93043-4410
Alice Heftye
(805) 504-7762
(805) 504-7799 (Fax)
Alice.Heftye@dcma.mil

(1) CS, Eric M. Price NAWCWD Code 254240D
Attn: E. Price
429 E. Bowen Rd. Mail Stop 4015
China Lake, CA 93555-6108
(760) 939-4616
eric.m.price@navy.mil

(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.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 23 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 Address:

Attn: G. Torres
Code 52710ME
575 I Ave, Suite 1
Bldg. 53, Rm. 314
Point Mugu, CA 93042-5049

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

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

The services to be performed herein shall be performed at [Point Mugu, California](#).

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 24 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

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

CONTRACTOR CENTRAL REGISTRATION - The Contractor must be registered with the Contractor Central Registration in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. **PAYMENT** will not be made to the contractor if the Contractor's registration lapses.

PAYMENT ---- Progress payments are authorized for interim payments for any task orders, where the contractor so requests and has been granted approval.

5252.201-9501 DESIGNATION OF Task Order Manager (TOM) (NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated Gilbert Torres, 575 I Ave. Suite 1, Point Mugu, CA 93042-5049, Code 52710ME, (805) 989-9521 as the authorized Task Order Manager (TOM) for this contract.

(b) The duties of the TOM are limited to the following: See attachment.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

(d) The contractor shall use the following document types, DODAAC codes and inspection and

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 25 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

acceptance locations when submitting invoices in WAWF:

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

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

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

- Issue DODAAC *Block 6 of TO cover
- Admin DODAAC *Block 7 of TO cover
- Pay Office DODAAC *Block 15 of TO cover
- Inspector
DODAAC _____
- Service Acceptor
DODAAC _____
- Service Approver
DODAAC _____
- Ship To DODAAC See Section
F _____
- DCAA Auditor
DODAAC _____
- LPO
DODAAC _____
- Inspection Location See Section E

- Acceptance Location See Section E

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 26 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

Send Additional Email Notification To:

eric.m.price@navy.mil

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

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 27 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

ALLOTTED TO COST: [REDACTED]

ALLOTTED TO FEE: [REDACTED]

PERIOD OF PERFORMANCE: 06/27/2011 - 06/26/2012

CLIN 4002

ALLOTTED TO COST [REDACTED]

ALLOTTED TO FEE [REDACTED]

PERIOD OF PERFORMANCE 06/27/2012 - 06/26/2013

CLIN 4003

ALLOTTED TO COST [REDACTED]

ALLOTTED TO FEE [REDACTED]

PERIOD OF PERFORMANCE 06/27/2013 - 06/26/2014

CLIN 7001

ALLOTTED TO COST [REDACTED]

ALLOTTED TO FEE [REDACTED]

PERIOD OF PERFORMANCE 06/27/2014 - 06/26/2015

CLIN 7002

ALLOTTED TO COST [REDACTED]

ALLOTTED TO FEE [REDACTED]

PERIOD OF PERFORMANCE 06/27/2015 - 06/26/2016

CLIN 6001 (ODC)

ALLOTTED TO COST: \$198,000.00

PERIOD OF PERFORMANCE 06/27/2011 - 06/26/2012

CLIN 6002 (ODC)

ALLOTTED TO COST: \$123,750.00

PERIOD OF PERFORMANCE 06/27/2012 - 06/26/2013

CLIN 6003 (ODC)

ALLOTTED TO COST: \$195,100.00

PERIOD OF PERFORMANCE 06/27/2013 - 06/26/2014

CLIN 9001 (ODC)

ALLOTTED TO COST: \$ 187,600.00

PERIOD OF PERFORMANCE 06/27/2014 - 06/26/2015

CLIN 9002 (ODC)

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 28 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ALLOTTED TO COST: \$85,000.00

PERIOD OF PERFORMANCE 06/27/2015 - 06/26/2016

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

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

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for [REDACTED] hours for the entire work effort. The following details funding to date:

Total Contract CPFF: \$35,483,061.08

Funds this Action: \$25,000.00

Previous Funding: \$3,422,327.10

Funds Available: \$3,447,327.10

Balance Unfunded: \$32,035,733.98

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

(a) Contract Administration Office.

(1) Contract administration functions as stipulated in FAR 42.302(a) (1)-(70) and 42.302(b)(4) and (b)(6) are assigned to DCMA Van Nuys.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: 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>.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 29 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

Accounting Data

SLINID	PR Number	Amount
400101	130021106300001	230000.00
LLA :		
AA 97X4930 NH2C 255 77777 0 050120 2F 000000 A00000788413		

600101	130021106300001	30000.00
LLA :		
AA 97X4930 NH2C 255 77777 0 050120 2F 000000 A00000788413		

BASE Funding 260000.00
Cumulative Funding 260000.00

MOD 01

400102	130021240500001	125000.00
LLA :		
AB 9710400 4HGA 255 00019 0 050120 2D 000000 A00000795996		

400103	130021226900001	35000.00
LLA :		
AC 9710400 4HGB 255 00019 0 050120 2D 000000 A00000795681		

600102	130021240500001	25000.00
LLA :		
AB 9710400 4HGA 255 00019 0 050120 2D 000000 A00000795996		

600103	130021226900001	20000.00
LLA :		
AC 9710400 4HGB 255 00019 0 050120 2D 000000 A00000795681		

MOD 01 Funding 205000.00
Cumulative Funding 465000.00

MOD 02

400104	130021523300001	90000.00
LLA :		
AD 97X4930 NH2C 255 77777 0 050120 2F 000000 A00000811475		

400105	130021523300002	65000.00
LLA :		
AE 97X4930 NH2C 255 77777 0 050120 2F 000000 A10000811475		

MOD 02 Funding 155000.00
Cumulative Funding 620000.00

MOD 03

400106	130022084800001	35000.00
LLA :		
AG 97X4930 NH2C 255 77777 0 050120 2F 000000 A00000842690		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4130	GM01	42	30 of 67	

600104 130021733500001 70000.00
 LLA :
 AF 9710400 4HGB 255 00019 0 050120 2D 000000 A00000822827

MOD 03 Funding 105000.00
 Cumulative Funding 725000.00

MOD 04

600105 130021523300003 23000.00
 LLA :
 AH 97X4930 NH2C 255 77777 0 050120 2F 000000 A20000811475

MOD 04 Funding 23000.00
 Cumulative Funding 748000.00

MOD 05

400107 130023552200001 43000.00
 LLA :
 AJ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00000943872

400108 130023513500001 70000.00
 LLA :
 AK 9720400 4HGB 255 00019 0 050120 2D 000000 A00000941442

400109 130023513700001 180000.00
 LLA :
 AL 9720400 4HGA 255 00019 0 050120 2D 000000 A00000941488

600106 130023513700001 70000.00
 LLA :
 AM 9720400 4HGA 255 00019 0 050120 2D 000000 A00000941488

MOD 05 Funding 363000.00
 Cumulative Funding 1111000.00

MOD 06

400110 130023513700002 89700.00
 LLA :
 AN 9720400 4HGA 255 00019 0 050120 2D 000000 A00000941488

600107 130023513700002 10000.00
 LLA :
 AN 9720400 4HGA 255 00019 0 050120 2D 000000 A00000941488

MOD 06 Funding 99700.00
 Cumulative Funding 1210700.00

MOD 07

400201 60000.00
 LLA :
 AP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001245052

600201 130027734600001 10000.00
 LLA :
 AP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001245052

MOD 07 Funding 70000.00
 Cumulative Funding 1280700.00

MOD 08

400202 130027892700001 30000.00

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 31 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
AQ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001255281

600202 130027892700001 45000.00

LLA :
AQ 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001255281

MOD 08 Funding 75000.00
Cumulative Funding 1355700.00

MOD 09

400203 1300279241 114000.00

LLA :
AR 9720400 4HGB 255 00019 0 050120 2D 000000 A00000941442

MOD 09 Funding 114000.00
Cumulative Funding 1469700.00

MOD 10

400204 1300281681 259000.00

LLA :
AS 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001272413

MOD 10 Funding 259000.00
Cumulative Funding 1728700.00

MOD 11

600203 1300281681-0001 50000.00

LLA :
AS 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001272413

MOD 11 Funding 50000.00
Cumulative Funding 1778700.00

MOD 12

400110 130023513700002 (50000.00)

LLA :
AN 9720400 4HGA 255 00019 0 050120 2D 000000 A00000941488

600106 130023513700001 (40000.00)

LLA :
AM 9720400 4HGA 255 00019 0 050120 2D 000000 A00000941488

600107 130023513700002 (10000.00)

LLA :
AN 9720400 4HGA 255 00019 0 050120 2D 000000 A00000941488

MOD 12 Funding -100000.00
Cumulative Funding 1678700.00

MOD 13

400205 130033013500001 56205.00

LLA :
AT 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001582974

400206 130033013700001 32973.00

LLA :
AU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001583021

MOD 13 Funding 89178.00
Cumulative Funding 1767878.00

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 32 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 14

400207 130033049300001 10000.00
LLA :
AV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001585328

400208 130033113900001 42000.00
LLA :
AW 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001589380

MOD 14 Funding 52000.00
Cumulative Funding 1819878.00

MOD 15

600204 130035140300001 23750.00
LLA :
AX 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001735007

MOD 15 Funding 23750.00
Cumulative Funding 1843628.00

MOD 16

400301 130035807800001 25000.00
LLA :
AY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001781097
WCD:09/30/2013

400302 130035854900001 175000.00
LLA :
AZ 9730400 4HGB 255 00019 0 050120 2D 000000 A00001784117
WCD:09/30/2014

600301 130035807800001 5000.00
LLA :
AY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001781097
WCD:09/30/2013

600302 130035854900001 48000.00
LLA :
AZ 9730400 4HGB 255 00019 0 050120 2D 000000 A00001784117
WCD:09/30/2014

MOD 16 Funding 253000.00
Cumulative Funding 2096628.00

MOD 17 Funding 0.00
Cumulative Funding 2096628.00

MOD 18

400303 13003622600001 37500.00
LLA :
BA 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001807368

MOD 18 Funding 37500.00
Cumulative Funding 2134128.00

MOD 19

400304 130035807800002 30000.00
LLA :
AY 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001781097
WCD:093013

400305 1300362260-000100002 26500.00

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 33 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
BB 97X4930 NH2C 255 77777 0 050120 2F 000000 A10001807368
WCD:093013

MOD 19 Funding 56500.00
Cumulative Funding 2190628.00

MOD 20

400306 130037494100001 10000.00
LLA :
BC 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001880375
WCD:093013

MOD 20 Funding 10000.00
Cumulative Funding 2200628.00

MOD 21

600303 130037960000001 66000.00
LLA :
BD 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001920756
WCD: 093013

MOD 21 Funding 66000.00
Cumulative Funding 2266628.00

MOD 22

600304 130038357300001 56100.00
LLA :
BE 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001968299
WCD: 11/30/13

MOD 22 Funding 56100.00
Cumulative Funding 2322728.00

MOD 23

400307 1300401268 70000.00
LLA :
BF 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002105796
WCD: 113014

600305 1300401267 20000.00
LLA :
BG 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002105795
WCD:093014

MOD 23 Funding 90000.00
Cumulative Funding 2412728.00

MOD 24

400206 130033013700001 (13000.90)
LLA :
AU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001583021

MOD 24 Funding -13000.90
Cumulative Funding 2399727.10

MOD 25

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4130	GM01	42	34 of 67	

400308 13004012680001 10000.00
 LLA :
 BF 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002105796
 WCD: 11/30/14

MOD 25 Funding 10000.00
 Cumulative Funding 2409727.10

MOD 26

700101 1300427654 260000.00
 LLA :
 BH 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42033 049447
 WCD: 09/30/14

900101 1300427654 40000.00
 LLA :
 BH 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42033 049447
 WCD: 09/30/14

MOD 26 Funding 300000.00
 Cumulative Funding 2709727.10

MOD 27

600204 130035140300001 (5000.00)
 LLA :
 AX 97X4930 NH2C 255 77777 0 050120 2F 000000 A00001735007

700101 1300427654 (20000.00)
 LLA :
 BH 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42033 049447
 WCD: 09/30/14

700102 1300427655 68000.00
 LLA :
 BJ 9740400 4HGB 255 00019 0 050120 2D 000000 A00002310187
 WCD:

900102 1300427655 10000.00
 LLA :
 BJ 9740400 4HGB 255 00019 0 050120 2D 000000 A00002310187
 WCD:

900103 1300442532 87000.00
 LLA :
 BK 97X4930 NH2C 255 77777 0 050120 2F 000000 A200002412193
 WCD:

900104 1300427654-0001 20000.00
 LLA :
 BH 9740400 3838 063 4P494 0 255Y04 94 47WAFF RMAM42033 049447
 WCD:09/30/14

MOD 27 Funding 160000.00
 Cumulative Funding 2869727.10

MOD 28

900105 1300442532-0001 10000.00
 LLA :
 BL 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002412193
 09-30-2015

MOD 28 Funding 10000.00
 Cumulative Funding 2879727.10

MOD 29

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4130	GM01	42	35 of 67	

900106 1300458529 3000.00
 LLA :
 BM 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002551957
 11-30-2014

MOD 29 Funding 3000.00
 Cumulative Funding 2882727.10

MOD 30

900107 1300459087 75000.00
 LLA :
 BN 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002557926
 11-30-2014

900108 1300459692 1800.00
 LLA :
 BP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002565056
 11-30-2014

MOD 30 Funding 76800.00
 Cumulative Funding 2959527.10

MOD 31

900109 1300459692-0001 2000.00
 LLA :
 BP 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002565056
 WCD 11-30-2014

MOD 31 Funding 2000.00
 Cumulative Funding 2961527.10

MOD 32

700103 1300481528 420000.00
 LLA :
 BQ 1751804 KG1F 253 62583 1 068732 2D XPAA04 625835J0115Q
 WCD: 09/30/2015

900110 1300481528 800.00
 LLA :
 BQ 1751804 KG1F 253 62583 1 068732 2D XPAA04 625835J0115Q
 WCD: 09/30/2015

MOD 32 Funding 420800.00
 Cumulative Funding 3382327.10

MOD 33

700104 1300496351 45000.00
 LLA :
 BR 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002857782
 WCD 11/30/15

900107 1300459087 (50000.00)
 LLA :
 BN 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002557926
 11-30-2014

MOD 33 Funding -5000.00
 Cumulative Funding 3377327.10

MOD 34 Funding 0.00
 Cumulative Funding 3377327.10

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 36 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 35

700103 1300481528 (156000.00)
 LLA :
 BQ 1751804 KG1F 253 62583 1 068732 2D XPAA04 625835J0115Q
 WCD: 09/30/2015

MOD 35 Funding -156000.00
 Cumulative Funding 3221327.10

MOD 36

700201 1300505473 25000.00
 LLA :
 BS 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002920908
 11-30-2015

700202 1300504832 103000.00
 LLA :
 BT 9750400 4HGB 251 00019 0 050120 2D 000000 A00002916899
 09-30-2016

900201 1300504832 15000.00
 LLA :
 BT 9750400 4HGB 251 00019 0 050120 2D 000000 A00002916899
 09-30-2016

900202 1300505474 15000.00
 LLA :
 BU 97X4930 NH2C 255 77777 0 050120 2F 000000 A00002920909
 9-30-2016

MOD 36 Funding 158000.00
 Cumulative Funding 3379327.10

MOD 37

900103 1300442532 (12000.00)
 LLA :
 BK 97X4930 NH2C 255 77777 0 050120 2F 000000 A200002412193
 WCD:

MOD 37 Funding -12000.00
 Cumulative Funding 3367327.10

MOD 38

900203 1300524532 5000.00
 LLA :
 BV 97X4930 NH2C 255 77777 0 050120 2F 000000 A00003047285
 WCD 11/30/15

MOD 38 Funding 5000.00
 Cumulative Funding 3372327.10

MOD 39

900204 1300504832-0001 50000.00
 LLA :
 BW 9750400 4HGB 251 00019 0 050120 2D 000000 A00002916899
 Fund Expiration Date/Work Completion Date: 20160930

MOD 39 Funding 50000.00
 Cumulative Funding 3422327.10

MOD 40 Funding 0.00
 Cumulative Funding 3422327.10

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 37 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 41

700203 1300557332 25000.00

LLA :

BX 97X4930 NH2C 251 77777 0 050120 2F 000000 A00003333822

Fund Expiration Date/Work Completion Date: 20161130

MOD 41 Funding 25000.00

Cumulative Funding 3447327.10

MOD 42 Funding 0.00

Cumulative Funding 3447327.10

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 38 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

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://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

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

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

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

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

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

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information,

technical data or specifications in this contract.

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

under this contract.

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

(a) During the performance of this contract, the Government may use an independent services

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 39 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 40 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 TOM in writing.

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

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

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

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the TOM. 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 TOM, 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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 41 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 TOM. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 42 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 43 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) In support of this effort, the contractor shall procure necessary materials with prior written approval from the Government. The TOM/COR may approve purchases up to \$3,000 for supplies and \$2,500 for services. For purchases above this amount the Contractor must obtain prior written approval from the Contracting Officer.

(c) If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the TOM's acceptance of the contractor's proposal shall constitute written approval of those purchases.

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

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

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition. In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

(a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:

(1) The services being acquired are highly unique or specialized;

(2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or

(3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.

(d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 44 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

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

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

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

52.216-7 Allowable Cost and Payment (Dec 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 45 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 46 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d) (5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 47 of 67	FINAL
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securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

52.216-8 Fixed Fee (Mar 1997)

(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 after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the 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.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.219-6 Notice of Total Small Business Set-Aside (June 2003)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 48 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

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

52.232-22 Limitation of Funds (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 49 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

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

(a) Definitions. As used in this clause:

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

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 50 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

capable of causing a computer to perform a specific operation or series of operations.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 51 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
- (ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.
- (13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is—
- (i) Necessary for emergency repair and overhaul; or
- (ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;
- (iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
- (iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.
- (14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.
- (15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
- (b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):
- (1) Unlimited rights. The Government shall have unlimited rights in technical data that are—
- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 52 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

manufacturing or process data);

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 53 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through

(b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

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

(f) of this clause; or

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

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

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

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 54 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

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

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

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

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

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

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

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

Date 6/23/11

Printed Name and Title Earnie E. Leonard, Director of Contracts

Signature Signature on File

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 55 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

LIMITED RIGHTS

Contract No.

Contractor Name

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 56 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 57 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 58 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

(6) "Developed" means that—

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

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or (iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

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

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

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

(8) "Developed exclusively with government funds" means development was not accomplished

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 59 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

exclusively or partially at private expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 60 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

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

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

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

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

(vi) Computer software or computer software documentation furnished to the Government, under this

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 61 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

or any other Government contract or subcontract thereunder with—

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

or

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

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

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been n

egotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

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

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

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

(3) Restricted rights.

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

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

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data-- Noncommercial Items clause of this contract.

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 62 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 63 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

computer software should be restricted:

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

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

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

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

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

Date 6/23/11

Printed Name and Title Earnie E. Leonard, Director of Contracts

Signature Signature on File

(End of identification and assertion)

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 64 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 65 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 66 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

CONTRACT NO. N00178-04-D-4130	DELIVERY ORDER NO. GM01	AMENDMENT/MODIFICATION NO. 42	PAGE 67 of 67	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

SAAR Form

Map

Quality Assurance Surveillance Plan

DD Form 254 Contract Security Classification Specification

DD Form 1423-1 Contract Data Requirement Lists