

|  |                                  |  |                          |                                       |  |
|--|----------------------------------|--|--------------------------|---------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                  |  | 1. CONTRACT ID CODE<br>U | PAGE OF PAGES<br>1 3                  |  |
| 2. AMENDMENT/MODIFICATION NO.<br>P00016  | 3. EFFECTIVE DATE<br>06-Feb-2019 | 4. REQUISITION/PURCHASE REQ. NO.<br>1300764952                 |                          | 5. PROJECT NO. (If applicable)<br>N/A |  |
| 6. ISSUED BY<br>CODE   | N00421                           | 7. ADMINISTERED BY (If other than Item 6)<br>CODE              |                          | S3101A                                |  |
| NAVAIR Aircraft Division Pax River<br>21983 BUNDY ROAD, Bldg 441<br>Patuxent River MD 20670<br>sonya.carpenter@navy.mil 301-757-1343 |                                  | DCMA Springfield<br>Bldg 93<br>Picatinny Arsenal NJ 07806-5000 |                          | SCD: C                                |  |

|   |               |   |
|---|---------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)<br>BOOZ ALLEN HAMILTON INC<br>8283 Greensboro Drive<br>McLean VA 22102 |               | 9A. AMENDMENT OF SOLICITATION NO.   |
|   |               | 9B. DATED (SEE ITEM 11)   |
| [X]   |               | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>N00178-04-D-4024 / N0042118F3006 |
|   |               | 10B. DATED (SEE ITEM 13)<br>12-Jun-2018                                     |
| CAGE CODE<br>17038  | FACILITY CODE |   |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 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)<br>Contract Administrator                |                                 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Tiffany Crayle, Contracting Officer |                                 |
| 15B. CONTRACTOR/OFFEROR<br>/s/ [Signature]<br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>06-Feb-2019 | 16B. UNITED STATES OF AMERICA<br>BY /s/Tiffany Crayle<br>(Signature of Contracting Officer)       | 16C. DATE SIGNED<br>06-Feb-2019 |

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

|                                  |                                     |                                      |                |       |
|----------------------------------|-------------------------------------|--------------------------------------|----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4024 | DELIVERY ORDER NO.<br>N0042118F3006 | AMENDMENT/MODIFICATION NO.<br>P00016 | PAGE<br>2 of 3 | FINAL |
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## GENERAL INFORMATION

The purpose of this modification is to:

- 1) Establish CLIN 7125;
- 2) Realign Labor Ceiling as follows:

FROM: CLIN 7000

|       | Current Ceiling | Realignment to<br>Various CLINs | Adjusted Ceiling |
|-------|-----------------|---------------------------------|------------------|
| Cost  | \$ [REDACTED]   | (\$ [REDACTED])                 | \$ [REDACTED]    |
| Fee   | \$ [REDACTED]   | (\$ [REDACTED])                 | \$ [REDACTED]    |
| Total | \$12,023,379.46 | (\$50,854.34)                   | \$11,972,525.12  |

TO: CLIN 7025

|       | Current Ceiling | Realignment<br>from CLIN 7000 | Adjusted Ceiling |
|-------|-----------------|-------------------------------|------------------|
| Cost  | \$ [REDACTED]   | \$ [REDACTED]                 | \$ [REDACTED]    |
| Fee   | \$ [REDACTED]   | \$ [REDACTED]                 | \$ [REDACTED]    |
| Total | \$40,000.00     | \$40,000.00                   | \$80,000.00      |

TO: CLIN 7125

|       | Current Ceiling | Realignment<br>from CLIN 7000 | Adjusted Ceiling |
|-------|-----------------|-------------------------------|------------------|
| Cost  | \$0.00          | \$ [REDACTED]                 | \$ [REDACTED]    |
| Fee   | \$0.00          | \$ [REDACTED]                 | \$ [REDACTED]    |
| Total | \$0.00          | \$10,854.34                   | \$10,854.34      |

- 3) Update description on CLIN 7025 to include additional hours.
- 4) Incrementally fund CLINs 7025 and 7125.
- 5) Update Section J, Attachment 12, Allotment of Funds clause 5252.232-9104.

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:

|                                  |                                     |                                      |                |       |
|----------------------------------|-------------------------------------|--------------------------------------|----------------|-------|
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The total amount of funds obligated to the task is hereby increased from \$17,292,419.48 by \$50,854.34 to \$17,343,273.82.

| CLIN/SLIN | Type Of Fund         | From (\$) | By (\$)   | To (\$)   |
|-----------|----------------------|-----------|-----------|-----------|
| 702502    | PMC                  | 0.00      | 40,000.00 | 40,000.00 |
| 712501    | Fund Type -<br>OTHER | 0.00      | 10,854.34 | 10,854.34 |

The total value of the order is hereby increased from \$22,875,537.71 by \$0.00 to \$22,875,537.71.

| CLIN/SLIN | From (\$)     | By (\$)     | To (\$)       |
|-----------|---------------|-------------|---------------|
| 7000      | 12,023,379.46 | (50,854.34) | 11,972,525.12 |
| 7025      | 40,000.00     | 40,000.00   | 80,000.00     |
| 7125      | 0.00          | 10,854.34   | 10,854.34     |

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

| CLIN/SLIN | From | To                   |
|-----------|------|----------------------|
| 7125      |      | 8/1/2018 - 7/31/2019 |

|                                  |                                     |                                      |                  |       |
|----------------------------------|-------------------------------------|--------------------------------------|------------------|-------|
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost     | Fixed Fee     | CPFF            |
|--------|------|---|-----|------|---------------|---------------|-----------------|
| 7000   | R425 | NAVY WCF SCC Base Year Labor IAW Section C Paragraphs 3.1 - 3.5. Billing Element: 80A4KSD018 P00015: \$ [REDACTED] Cost; \$ [REDACTED] Fee; and [REDACTED] hours ceilings realigned from OPT IV, CLIN 7900. P00016: Realigned \$ [REDACTED] cost ceiling; \$ [REDACTED] fee ceiling to various labor CLINs. (Fund Type - TBD) | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$11,972,525.12 |
| 700001 | R425 | Funding in support of CLIN 7000. (WCF)  |     |      |               |               |                 |
| 700002 | R425 | Funding in support of CLIN 7000. (WCF)  |     |      |               |               |                 |
| 700003 | R425 | Funding in support of CLIN 7000. (WCF)  |     |      |               |               |                 |
| 700004 | R425 | Funding in support of CLIN 7000. (WCF)  |     |      |               |               |                 |
| 700005 | R425 | Funding in support of CLIN 7000. (WCF)  |     |      |               |               |                 |
| 7001   | R425 | Base Year Ceiling Pool (Fund Type - TBD)<br><br>Option  | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00          |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                     | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|---------------------------------------|-----|------|-----------|-----------|------|
| 7002 |     | Base Year Data- Not Separately Priced | 1.0 | LO   |           |           | NSP  |

For Cost Type Items:

| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost | Fixed Fee | CPFF   |
|--------|------|--|-----|------|-----------|-----------|--------|
| 7003   |      | Base Year Option CLINs   |     |      |           |           | \$0.00 |
| 7003AA | R425 | Base Year Option Labor CLIN I. Exercised on Modification P00001 and \$ [REDACTED] in COST Ceiling and \$ [REDACTED] in FEE | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |

|                                  |                                     |                                      |                  |       |
|----------------------------------|-------------------------------------|--------------------------------------|------------------|-------|
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| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF   |
|--------|------|---|-----|------|-----------|-----------|--------|
|        |      | Ceiling realigned to various labor CLINs (Fund Type - OTHER)  |     |      |           |           |        |
| 7003AB | R425 | Base Year Option Labor CLIN II. Exercised on Modification P00001. Realigned Cost Ceiling of \$ [REDACTED] and Fee Ceiling of \$ [REDACTED] to various Labor CLINs. (Fund Type - OTHER)  | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |
| 7003AC | R425 | Base Year Option Labor CLIN III. Exercised on Modification P00001. Realigned Cost Ceiling of \$ [REDACTED] and Fee Ceiling of \$ [REDACTED] to various Labor CLINs. (Fund Type - OTHER)   | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |
| 7003AD | R425 | Base Year Option Labor CLIN IV. Exercised on Modification P00001. Realigned Cost Ceiling of \$ [REDACTED] and Fee Ceiling of \$ [REDACTED] to various Labor CLINs. (Fund Type - OTHER)  | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |
| 7003AE | R425 | Base Year Option Labor CLIN V. Exercised on Modification P00001. Realigned Cost Ceiling of \$ [REDACTED] and Fee Ceiling of \$ [REDACTED] to various Labor CLINs. (Fund Type - OTHER)   | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |
| 7003AF | R425 | Base Year Option Labor CLIN VI. Exercised on Modification P00001. Realigned Cost Ceiling of \$ [REDACTED] and Fee Ceiling of \$ [REDACTED] to various Labor CLINs. Additionally, the remaining \$ [REDACTED] of Cost Ceiling and \$ [REDACTED] of Fee Ceiling was realigned to CLIN 7000. (Fund Type - OTHER) | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |
| 7003AG | R425 | Base Year Option Labor CLIN VII. Exercised on P00002. Realigned Cost Ceiling of \$ [REDACTED] and Fee Ceiling of \$ [REDACTED] to various Labor CLINs on P00002. (Fund Type - OTHER)  | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |

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| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost     | Fixed Fee     | CPFF           |
|--------|------|---|-----|------|---------------|---------------|----------------|
| 7003AH | R425 | Base Year Option Labor CLIN VIII. Exercised on P00002. Realigned Cost Ceiling of \$ [REDACTED] and Fee Ceiling of \$ [REDACTED] to various Labor CLINs on P00002. (Fund Type - OTHER)   | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00         |
| 7003AJ | R425 | Base Year Option Labor CLIN IX. Exercised on P00002. Realigned Cost Ceiling of \$ [REDACTED] and Fee Ceiling of \$ [REDACTED] to various Labor CLINs on P00002. (Fund Type - OTHER)   | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00         |
| 7003AK | R425 | Base Year Option Labor CLIN X. Exercised on P00002. Realigned \$ [REDACTED] in Cost Ceiling and \$ [REDACTED] in Fee Ceiling to various Labor CLINs on P00002. Additionally, the remaining \$ [REDACTED] in Cost Ceiling and \$ [REDACTED] in Fee Ceiling was realigned to CLIN 7000 on P00002. (Fund Type - OTHER)       | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00         |
| 7003AL | R425 | Base Year Option Labor CLIN XI. Exercised on P00003. Realigned \$ [REDACTED] in Cost Ceiling and \$ [REDACTED] in Fee Ceiling to various Labor CLINs on P00003. Additionally, the remaining \$ [REDACTED] in Cost Ceiling and \$ [REDACTED] in Fee Ceiling was realigned to CLIN 7000 on P00003. (Fund Type - OTHER)      | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00         |
| 7003AM | R425 | Base Year Option Labor CLIN XII. Exercised on P00004. \$ [REDACTED] Cost Ceiling transferred to various Labor CLINs. Remaining \$ [REDACTED] transferred to Labor CLIN 7000. \$ [REDACTED] of Fee Ceiling transferred to various Labor CLINs. Remaining \$ [REDACTED] transferred to Labor CLIN 7000. (Fund Type - OTHER) | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00         |
| 7004   | R425 | CMCS NGB J39 Program Support Billing Element: DR-450216.SUST22 Labor Hours: [REDACTED] (WCF)  | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$1,158,819.24 |
| 700401 | R425 | Funding in support of Labor CLIN 7004. (WCF)  |     |      |               |               |                |

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| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF         |
|--------|------|---|-----|------|-----------|-----------|--------------|
| 700402 | R425 | Funding in support of Labor<br>CLIN 7004. (WCF)   |     |      |           |           |              |
| 7005   | R425 | CMCS CBRNE Program Support<br>Billing Element:<br>DR-450216.UCSB231 Labor<br>Hours: (WCF)     | 1.0 | LO   | \$        | \$        | \$169,023.41 |
| 700501 | R425 | Funding in support of Labor<br>CLIN 7005. (WCF)   |     |      |           |           |              |
| 700502 | R425 | Funding in support of Labor<br>CLIN 7005. (WCF)   |     |      |           |           |              |
| 7006   | R425 | C4NAV NATO SOF HQ<br>Support Billing Element:<br>DR-411415.SE178 Labor<br>Hours: (WCF)        | 1.0 | LO   | \$        | \$        | \$259,000.00 |
| 700601 | R425 | Funding in support of Labor<br>CLIN 7006. (WCF)   |     |      |           |           |              |
| 7007   | R425 | STRATCOM PM SUPPORT Billing<br>Element: DR-411402.SE62<br>Labor Hours: (WCF)                  | 1.0 | LO   | \$        | \$        | \$5,024.00   |
| 700701 | R425 | Funding in support of Labor<br>CLIN 7007. (WCF)   |     |      |           |           |              |
| 7008   | R425 | CYBERCOM PM SUPPORT Billing<br>Element: DR-411403.SE23<br>Labor Hours: (Fund<br>Type - OTHER) | 1.0 | LO   | \$        | \$        | \$80,000.00  |
| 700801 | R425 | Funding in support of Labor<br>CLIN 7008. (Fund Type -<br>OTHER)                              |     |      |           |           |              |
| 700802 | R425 | Funding in support of Labor<br>CLIN 7008. (Fund Type -<br>OTHER)                              |     |      |           |           |              |
| 700803 | R425 | Funding in support of Labor<br>CLIN 7008. (Fund Type -<br>OTHER)                              |     |      |           |           |              |
| 7009   | R425 | AFCENT PM SUPPORT Billing<br>Element: DR-411441.SE48<br>Labor Hours: (Fund<br>Type - OTHER)   | 1.0 | LO   | \$        | \$        | \$81,808.00  |
| 700901 | R425 | Funding in support of Labor<br>CLIN 7009. (Fund Type -<br>OTHER)                              |     |      |           |           |              |
| 700902 | R425 | Funding in support of Labor<br>CLIN 7009. (Fund Type -<br>OTHER)                              |     |      |           |           |              |
| 7010   | R425 | MC JPED PM SUPPORT Billing<br>Element: DR-411430.SE57<br>Labor Hours: (Fund<br>Type - OTHER)  | 1.0 | LO   | \$        | \$        | \$203,333.88 |

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| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost     | Fixed Fee     | CPFF         |
|--------|------|--|-----|------|---------------|---------------|--------------|
| 701001 | R425 | Funding in support of Labor<br>CLIN 7010. (Fund Type -<br>OTHER)   |     |      |               |               |              |
| 701002 | R425 | Funding in support of Labor<br>CLIN 7010 (Fund Type -<br>OTHER)  |     |      |               |               |              |
| 7011   | R425 | 480TH ISRW PM SUPPORT<br>Billing Element:<br>DR-411423.SE76 Labor Hours:<br>[REDACTED] (WCF)                       | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$5,000.00   |
| 701101 | R425 | Funding in support of Labor<br>CLIN 7011. (WCF)  |     |      |               |               |              |
| 7012   | R425 | ONI OMNIBUS PM SUPPORT<br>Billing Element:<br>DR-411427.SE49 Labor Hour:<br>[REDACTED] (WCF)                       | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$10,000.00  |
| 701201 | R425 | Funding in support of Labor<br>CLIN 7012. (WCF)  |     |      |               |               |              |
| 7013   | R425 | ONI ACCESS CONTROL PM<br>SUPPORT Billing Element:<br>DR-411427.SE51 Labor Hours:<br>[REDACTED] (WCF)               | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$5,000.00   |
| 701301 | R425 | Funding in support of Labor<br>CLIN 7013. (WCF)  |     |      |               |               |              |
| 7014   | R425 | RRSVS TRC-214 Sustaining<br>Engineering Support Billing<br>Element: DR-411419.SE8<br>Labor Hours: [REDACTED] (WCF) | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$40,000.00  |
| 701401 | R425 | Funding in support of Labor<br>CLIN 7014. (WCF)  |     |      |               |               |              |
| 7015   | R425 | RRSVS TRC-213 Sustaining<br>Support Billing Element:<br>DR-411419.SE7 Labor Hours:<br>[REDACTED] (WCF)             | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$40,000.00  |
| 701501 | R425 | Funding in support of Labor<br>CLIN 7015. (WCF)  |     |      |               |               |              |
| 7016   | R425 | CMCS NGB Support (O&M)<br>Billing Element:<br>DR-450216.SUST47 Labor<br>Hours: [REDACTED] (WCF)                    | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$111,500.00 |
| 701601 | R425 | Funding in support of Labor<br>CLIN 7016. (WCF)  |     |      |               |               |              |
| 701602 | R425 | Funding in support of Labor<br>CLIN 7016. (WCF)  |     |      |               |               |              |
| 7017   | R425 | USMC TACNET PM Support<br>Billing Element:<br>DR-411430.SE70 Labor Hours:<br>[REDACTED] (WCF)                      | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$20,000.00  |



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| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF         |
|--------|------|---|-----|------|-----------|-----------|--------------|
| 701701 | R425 | Funding in support of Labor<br>CLIN 7017. (WCF)   |     |      |           |           |              |
| 7018   | R425 | NGB PM SUPPORT Billing<br>Element: DR-411453.SE1<br>Labor Hours: (WCF)                                    | 1.0 | LO   | \$        | \$        | \$35,000.00  |
| 701801 | R425 | Funding in support of Labor<br>CLIN 7018. (WCF)   |     |      |           |           |              |
| 701802 | R425 | Funding in support of Labor<br>CLIN 7018. (WCF)   |     |      |           |           |              |
| 7019   | R425 | JSOC ENGINEERING AND<br>INTEGRATION PM SUPPORT<br>Billing Element:<br>DR-411438.SE5 Labor Hours:<br>(WCF) | 1.0 | LO   | \$        | \$        | \$18,946.18  |
| 701901 | R425 | Funding in support of Labor<br>CLIN 7019. (WCF)   |     |      |           |           |              |
| 701902 | R425 | Funding in support of Labor<br>CLIN 7019. (WCF)   |     |      |           |           |              |
| 7020   | R425 | SCR INTEGRATION FACILITY<br>Billing Element:<br>DR-271006.SE13 Labor Hours:<br>(WCF)                      | 1.0 | LO   | \$        | \$        | \$175,000.00 |
| 702001 | R425 | Funding in support of Labor<br>CLIN 7020. (WCF)   |     |      |           |           |              |
| 7021   | R425 | FOSOV ENGINEERING SUPPORT<br>Billing Element:<br>DR-411416.SE117 Labor<br>Hours: (Fund Type -<br>OTHER)   | 1.0 | LO   | \$        | \$        | \$152,000.00 |
| 702101 | R425 | Funding in support of Labor<br>CLIN 7021. (Fund Type -<br>OTHER)  |     |      |           |           |              |
| 7022   | R425 | FOSOV ENGINEERING SUPPORT<br>Billing Element:<br>DR-411416.SE121 Labor<br>Hours: (Fund Type -<br>OTHER)   | 1.0 | LO   | \$        | \$        | \$392,721.63 |
| 702201 | R425 | Funding in support of Labor<br>CLIN 7022. (Fund Type -<br>OTHER)  |     |      |           |           |              |
| 702202 | R425 | Funding in support of Labor<br>CLIN 7022. (Fund Type -<br>OTHER)  |     |      |           |           |              |
| 7023   | R425 | NGA INTEL PM SUPPORT<br>Billing Element:<br>DR-411427.SE45 Labor Hours:<br>(Fund Type - OTHER)            | 1.0 | LO   | \$        | \$        | \$16,000.00  |
| 702301 | R425 | Funding in support of Labor<br>CLIN 7023. (Fund Type -<br>OTHER)  |     |      |           |           |              |

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| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost     | Fixed Fee     | CPFF         |
|--------|------|---|-----|------|---------------|---------------|--------------|
| 7024   | R425 | RIS FOS PRODUCTION PM<br>SUPPORT Billing Element:<br>DR-411413.SE19 Labor Hours:<br>[REDACTED] (WCF)                      | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$40,000.00  |
| 702401 | R425 | Funding in support of Labor<br>CLIN 7024. (WCF)   |     |      |               |               |              |
| 7025   | R425 | CEMOES PM SUPPORT Billing<br>Element: DR-411430.SE81<br>Labor Hours: [REDACTED] (PMC)                                     | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$80,000.00  |
| 702501 | R425 | Funding in support of Labor<br>CLIN 7025. (PMC)   |     |      |               |               |              |
| 702502 | R425 | Funding in support of Labor<br>CLIN 7025. (PMC)   |     |      |               |               |              |
| 7026   | R425 | MCDL PM SUPPORT Billing<br>Element: DR-411428.SE12<br>Labor Hours: [REDACTED] (WCF)                                       | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$200,446.22 |
| 702601 | R425 | Funding in support of Labor<br>CLIN 7026. (WCF)   |     |      |               |               |              |
| 702602 | R425 | Funding in support of Labor<br>CLIN 7026. (WCF)   |     |      |               |               |              |
| 7027   | R425 | C4NAV Ft Bragg Program<br>Support (OMDW) Billing<br>Element: DR-411417.SE171<br>Labor Hours: [REDACTED] (WCF)             | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$50,000.00  |
| 702701 | R425 | Funding in support of Labor<br>CLIN 7027. (WCF)   |     |      |               |               |              |
| 7028   | R425 | C4NAV MARSOC West Coast<br>Program Support (OMDW)<br>Billing Element:<br>DR-411417.SE166 Labor<br>Hours: [REDACTED] (WCF) | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$5,000.00   |
| 702801 | R425 | Funding in support of Labor<br>CLIN 7028. (WCF)   |     |      |               |               |              |
| 7029   | R425 | C4NAV MARSOC Academic<br>Program Support (OMDW)<br>Billing Element:<br>DR-411417.SE168 Labor<br>Hours: [REDACTED] (WCF)   | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$5,000.00   |
| 702901 | R425 | Funding in support of Labor<br>CLIN 7029. (WCF)   |     |      |               |               |              |
| 7030   | R425 | MARSOC RR610 PROGRAM<br>SUPPORT (OMMC) Billing<br>Element: DR-411417.SE153<br>Labor Hours: [REDACTED] (WCF)               | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$70,000.00  |
| 703001 | R425 | Funding in support of Labor<br>CLIN 7030. (WCF)   |     |      |               |               |              |
| 703002 | R425 | Funding in support of Labor<br>CLIN 7030. (WCF)   |     |      |               |               |              |

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| 7031   | R425 | C4NAV NAVFAC Program<br>Support (DODWCF) Billing<br>Element: DR-411426.SE13<br>Labor Hours: (WCF)                                   | 1.0 | LO   | \$        | \$        | \$65,043.00 |
| 703101 | R425 | Funding in support of Labor<br>CLIN 7031. (WCF)   |     |      |           |           |             |
| 7032   | R425 | C4NAV USSOCOM Program<br>Support (PDW) Billing<br>Element: DR-411424.SE14<br>Labor Hours: (WCF)                                     | 1.0 | LO   | \$        | \$        | \$70,000.00 |
| 703201 | R425 | Funding in support of Labor<br>CLIN 7032. (WCF)   |     |      |           |           |             |
| 7033   | R425 | CMCS Army National Guard<br>Program Support (J39)<br>Billing Element:<br>DR-450216.SUST24A Labor<br>Hours: (Fund Type -<br>OTHER)   | 1.0 | LO   | \$        | \$        | \$15,000.00 |
| 703301 | R425 | Funding in support of Labor<br>CLIN 7033. (Fund Type -<br>OTHER)  |     |      |           |           |             |
| 7034   | R425 | CMCS Army National Guard<br>Program Support (TOCB2)<br>Billing Element:<br>DR-450216.TOCB24A Labor<br>Hours: (Fund Type -<br>OTHER) | 1.0 | LO   | \$        | \$        | \$65,000.00 |
| 703401 | R425 | Funding in support of Labor<br>CLIN 7034. (Fund Type -<br>OTHER)  |     |      |           |           |             |
| 703402 | R425 | Funding in support of Labor<br>CLIN 7034. (Fund Type -<br>OTHER)  |     |      |           |           |             |
| 7035   | R425 | CMCS CBRNE Program Support<br>(773rd) Billing Element:<br>DR-450216.SUST25 Labor<br>Hours: (WCF)                                    | 1.0 | LO   | \$        | \$        | \$5,000.00  |
| 703501 | R425 | Funding in support of Labor<br>CLIN 7035. (WCF)   |     |      |           |           |             |
| 7036   | R425 | CMCS CBRNE Program Support<br>(OPA) Billing Element:<br>DR-450216.UCSB224 Labor<br>Hours: (WCF)                                     | 1.0 | LO   | \$        | \$        | \$20,647.13 |
| 703601 | R425 | Funding in support of Labor<br>CLIN 7036. (WCF)   |     |      |           |           |             |
| 7037   | R425 | CMCS Ft Wood Program<br>Support (O&M) Billing<br>Element: DR-450216.SUST68<br>Labor Hours: (WCF)                                    | 1.0 | LO   | \$        | \$        | \$5,000.00  |
| 703701 | R425 | Funding in support of Labor<br>CLIN 7037. (WCF)   |     |      |           |           |             |

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| 7038   | R425 | CMCS MARCORSYSCOM Program Support (O&M) Billing<br>Element: DR-450216.SUST59<br>Hours: (WCF)                        | 1.0 | LO   | \$        | \$        | \$64,500.00  |
| 703801 | R425 | Labor Funding in Support of CLIN 7038. (WCF)  |     |      |           |           |              |
| 703802 | R425 | Labor Funding in Support of CLIN 7038. (WCF)  |     |      |           |           |              |
| 7039   | R425 | CMCS Army National Guard Program Support (NGRED)<br>Billing Element:<br>DR-450216.JISCC22 Labor<br>Hours: (WCF)     | 1.0 | LO   | \$        | \$        | \$115,000.00 |
| 703901 | R425 | Funding in support of Labor CLIN 7039 (WCF)   |     |      |           |           |              |
| 7040   | R425 | CMCS Army National Guard Program Support<br>(Procurement) Billing<br>Element: DR-450216.CIMS2<br>Labor Hours: (WCF) | 1.0 | LO   | \$        | \$        | \$162,500.00 |
| 704001 | R425 | Funding in support of Labor CLIN 7040. (WCF)  |     |      |           |           |              |
| 7041   | R425 | EXECUTIVE SUPPORT C-E<br>SYSTEMS WHCA NON-SVD<br>Billing Element:<br>DR-411410.SE27 Labor Hours:<br>(WCF)           | 1.0 | LO   | \$        | \$        | \$36,328.86  |
| 704101 | R425 | Funding in support of Labor CLIN 7041. (WCF)  |     |      |           |           |              |
| 704102 | R425 | Funding in support of Labor CLIN 7041. (WCF)  |     |      |           |           |              |
| 7042   | R425 | EXECUTIVE CE SYSTEMS WHCA<br>SVD PM SUPPORT Billing<br>Element: DR-411410.SE28<br>Labor Hours: (WCF)                | 1.0 | LO   | \$        | \$        | \$16,992.30  |
| 704201 | R425 | Funding in support of Labor CLIN 7042. (WCF)  |     |      |           |           |              |
| 704202 | R425 | Funding in support of Labor CLIN 7042. (WCF)  |     |      |           |           |              |
| 7043   | R425 | ATR PM SUPPORT Billing<br>Element: DR-520018.TE1241<br>Labor Hours: (WCF)   | 1.0 | LO   | \$        | \$        | \$5,060.00   |
| 704301 | R425 | Funding in support of Labor CLIN 7043. (WCF)  |     |      |           |           |              |
| 7044   | R425 | TBMCS PM SUPPORT Billing<br>Element: DR-411430.SE65<br>Labor Hours: (WCF)   | 1.0 | LO   | \$        | \$        | \$40,000.86  |
| 704401 | R425 | Funding in support of Labor CLIN 7044. (WCF)  |     |      |           |           |              |

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| 7045   | R425 | NCR PROGRAM PM SUPPORT<br>Billing Element:<br>DR-411411.SE45 Labor Hours:<br>[REDACTED] (WCF)  | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$6,000.00   |
| 704501 | R425 | Funding in support of Labor<br>CLIN 7045. (WCF)  |     |      |               |               |              |
| 7046   | R425 | CNIC PROGRAM PM SUPPORT<br>Billing Element:<br>DR-411425.SE120 Labor<br>Hours: [REDACTED] (WCF)  | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$160,000.00 |
| 704601 | R425 | Funding in support of Labor<br>CLIN 7046. (WCF)  |     |      |               |               |              |
| 7047   | R425 | CSEL PM SUPPORT Billing<br>Element: DR-053636.PJM33<br>Labor Hours: [REDACTED] (WCF)   | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$40,001.48  |
| 704701 | R425 | Funding in support of Labor<br>CLIN 7047. (WCF)  |     |      |               |               |              |
| 704702 | R425 | Funding in support of Labor<br>CLIN 7047. (WCF)  |     |      |               |               |              |
| 7048   | R425 | PMA-273 HUD CAMERA UPGRADE<br>Billing Element:<br>DR-411445.SE46 Labor Hours:<br>[REDACTED] (WCF)  | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$33,000.00  |
| 704801 | R425 | Funding in support of Labor<br>CLIN 7048. (WCF)  |     |      |               |               |              |
| 704802 | R425 | Funding in support of Labor<br>CLIN 7048. (WCF)  |     |      |               |               |              |
| 7049   | R425 | CCPMO PM SUPPORT Billing<br>Element: DR-411402.SE71<br>Labor Hours: [REDACTED] (WCF)   | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$52,000.00  |
| 704901 | R425 | Funding in support of Labor<br>CLIN 7049. (WCF)  |     |      |               |               |              |
| 7050   | R425 | FTU EUROPE PM SUPPORT<br>Billing Element:<br>DR-411402.SE71 Labor Hours:<br>[REDACTED] (Fund Type - OTHER)   | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$15,000.00  |
| 705001 | R425 | Funding in support of Labor<br>CLIN 7050. (Fund Type -<br>OTHER)   |     |      |               |               |              |
| 7051   | R425 | RIS CONFIGURATION<br>MANAGEMENT SUPPORT RIS<br>PROGRAM SUPPORT RIS<br>LOGISTICS ENGINEERING<br>SUPPORT Billing Element:<br>DR-411413.SE26 Labor Hours:<br>[REDACTED] (Fund Type - OTHER) | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$166,000.00 |
| 705101 | R425 | Funding in support of Labor<br>CLIN 7051. (Fund Type -<br>OTHER)   |     |      |               |               |              |

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|--------|------|---|-----|------|-----------|-----------|--------------|
| 705102 | R425 | Funding in support of Labor<br>CLIN 7051. (Fund Type -<br>OTHER)                                |     |      |           |           |              |
| 7052   | R425 | R&D SPECIAL PROJECTS PM<br>SUPPORT Billing Element:<br>DR-411416.SE108 Labor<br>Hours: (WCF)    | 1.0 | LO   | \$        | \$        | \$30,000.00  |
| 705201 | R425 | Funding in support of Labor<br>CLIN 7052. (WCF)   |     |      |           |           |              |
| 7053   | R425 | NSW Mobility PM Support<br>Billing Element:<br>DR-411417.SE141 Labor<br>Hours: (WCF)            | 1.0 | LO   | \$        | \$        | \$23,416.50  |
| 705301 | R425 | Funding in support of Labor<br>CLIN 7053. (WCF)   |     |      |           |           |              |
| 705302 | R425 | Funding in support of Labor<br>CLIN 7053 (WCF)  |     |      |           |           |              |
| 7054   | R425 | SCMS West Billing Element:<br>DR-411425.SE168 Labor<br>Hours: (WCF)                             | 1.0 | LO   | \$        | \$        | \$27,000.00  |
| 705401 | R425 | Funding in support of Labor<br>CLIN 7054. (WCF)   |     |      |           |           |              |
| 705402 | R425 | Funding in support of Labor<br>CLIN 7054. (WCF)   |     |      |           |           |              |
| 7055   | R425 | DTRA PM SUPPORT Billing<br>Element: DR-411428.SE14<br>Labor Hours: (WCF)                        | 1.0 | LO   | \$        | \$        | \$40,000.00  |
| 705501 | R425 | Funding in support of Labor<br>CLIN 7055. (WCF)   |     |      |           |           |              |
| 7056   | R425 | LCSM FTU NSW Support<br>Billing Element:<br>DR-411444.SE15 Labor Hours:<br>(WCF)                | 1.0 | LO   | \$        | \$        | \$20,000.00  |
| 705601 | R425 | Funding in support of Labor<br>CLIN 7056 (WCF)  |     |      |           |           |              |
| 7057   | R425 | DOS JWICS PM SUPPORT<br>Billing Element:<br>DR-411414.SE156 Labor<br>Hours: (WCF)               | 1.0 | LO   | \$        | \$        | \$100,000.00 |
| 705701 | R425 | Funding in support of Labor<br>CLIN 7057. (WCF)   |     |      |           |           |              |
| 7058   | R425 | C4NAV NAVCENT Program<br>Support (OPN) Billing<br>Element: DR-411444.SE11<br>Labor Hours: (WCF) | 1.0 | LO   | \$        | \$        | \$68,530.77  |
| 705801 | R425 | Funding in support of Labor<br>CLIN 7058. (WCF)   |     |      |           |           |              |

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| 7059   | R425 | NAS LEMOORE PAR FIBER<br>INSTALL Labor Hours: <span style="background-color: black; color: black;">          </span><br>(Fund Type - OTHER)  | 1.0 | LO   | \$ <span style="background-color: black; color: black;">          </span> | \$ <span style="background-color: black; color: black;">          </span> | \$10,000.00  |
| 705901 | R425 | Funding in support of labor<br>CLIN 7059. (Fund Type -<br>OTHER)   |     |      |   |   |              |
| 7060   | R425 | NSWC-PD PM SUPPORT Billing<br>Element: DR-411417.SE178<br>Labor Hours: <span style="background-color: black; color: black;">          </span> (Fund<br>Type - OTHER)                         | 1.0 | LO   | \$ <span style="background-color: black; color: black;">          </span> | \$ <span style="background-color: black; color: black;">          </span> | \$3,500.00   |
| 706001 | R425 | Funding in support of Labor<br>CLIN 7060. (Fund Type -<br>OTHER)   |     |      |   |   |              |
| 7061   | R425 | AIRWORKS C-27J SUPPORT<br>Billing Element:<br>DR-049924.PJM23 Labor<br>Hours: <span style="background-color: black; color: black;">          </span> (WCF)                                   | 1.0 | LO   | \$ <span style="background-color: black; color: black;">          </span> | \$ <span style="background-color: black; color: black;">          </span> | \$15,000.00  |
| 706101 | R425 | Funding in support of Labor<br>CLIN 7061. (WCF)  |     |      |   |   |              |
| 7062   | R425 | PMA-271 Program Support<br>Billing Element:<br>DR-271012.SE14 Labor Hours:<br><span style="background-color: black; color: black;">          </span> (WCF)                                   | 1.0 | LO   | \$ <span style="background-color: black; color: black;">          </span> | \$ <span style="background-color: black; color: black;">          </span> | \$170,000.00 |
| 706201 | R425 | Funding in support of Labor<br>CLIN 7062. (WCF)  |     |      |   |   |              |
| 7063   | R425 | C4NAV USAFRICOM WIDS<br>Program Support (OMA)<br>Billing Element:<br>DR-411402.SE67 Labor Hours:<br><span style="background-color: black; color: black;">          </span> (WCF)             | 1.0 | LO   | \$ <span style="background-color: black; color: black;">          </span> | \$ <span style="background-color: black; color: black;">          </span> | \$6,890.22   |
| 706301 | R425 | Funding in support of Labor<br>CLIN 7063. (WCF)  |     |      |   |   |              |
| 7064   | R425 | C4NAV USAFRICOM TR Program<br>Support (OMA) Billing<br>Element: DR-411402.SE80<br>Labor Hours: <span style="background-color: black; color: black;">          </span> (Fund<br>Type - OTHER) | 1.0 | LO   | \$ <span style="background-color: black; color: black;">          </span> | \$ <span style="background-color: black; color: black;">          </span> | \$150,635.20 |
| 706401 | R425 | Funding in support of Labor<br>CLIN 7064. (Fund Type -<br>OTHER)   |     |      |   |   |              |
| 7065   | R425 | LCSM FTU JTFN Support<br>Billing Element:<br>DR-411402.SE83 Labor Hours:<br><span style="background-color: black; color: black;">          </span> (Fund Type - OTHER)                       | 1.0 | LO   | \$ <span style="background-color: black; color: black;">          </span> | \$ <span style="background-color: black; color: black;">          </span> | \$50,000.00  |
| 706501 | R425 | Funding in support of Labor<br>CLIN 7065. (Fund Type -<br>OTHER)   |     |      |   |   |              |
| 7066   | R425 | GAPO PM SUPPORT Billing<br>Element: DR-411409.SE23<br>Labor Hours: <span style="background-color: black; color: black;">          </span> (Fund<br>Type - OTHER)                             | 1.0 | LO   | \$ <span style="background-color: black; color: black;">          </span> | \$ <span style="background-color: black; color: black;">          </span> | \$5,000.00   |

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| 706601 | R425 | Funding in support of Labor<br>CLIN 7066. (Fund Type -<br>OTHER)   |     |      |               |               |              |
| 7067   | R425 | JFHQ PROJECT SUPPORT<br>Billing Element:<br>DR-411411.SE41 Labor Hours:<br>[REDACTED] (WCF)                        | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$5,012.82   |
| 706701 | R425 | Funding in support of Labor<br>CLIN 7067. (WCF)  |     |      |               |               |              |
| 7068   | R425 | CENTCOM JWICS PM SUPPORT<br>Billing Element:<br>DR-411414.SE152 Labor<br>Hours: [REDACTED] (WCF)                   | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$30,000.00  |
| 706801 | R425 | Funding in support of Labor<br>CLIN 7068. (WCF)  |     |      |               |               |              |
| 7069   | R425 | NSW MFP-11 PM Support<br>Billing Element:<br>DR-411417.SE152 Labor<br>Hours: [REDACTED] (Fund Type -<br>OTHER)     | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$23,183.83  |
| 706901 | R425 | Funding in support of Labor<br>CLIN 7069. (Fund Type -<br>OTHER)   |     |      |               |               |              |
| 7070   | R425 | C4NAV MARSOC WIDS Program<br>Support (OMDW) Billing<br>Element: DR-411417.SE177<br>Labor Hours: [REDACTED] (WCF)   | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$6,759.36   |
| 707001 | R425 | Funding in support of Labor<br>CLIN 7070. (WCF)  |     |      |               |               |              |
| 7071   | R425 | NAVAIR COMFRC PROJECT<br>SUPPORT Billing Element:<br>DR-411422.SE16 Labor Hours:<br>[REDACTED] (WCF)               | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$10,000.08  |
| 707101 | R425 | Funding in support of Labor<br>CLIN 7071. (WCF)  |     |      |               |               |              |
| 7072   | R425 | SOCOM SPECIAL PROJECT<br>SUPPORT Billing Element:<br>DR-411422.SE19 Labor Hours:<br>[REDACTED] (Fund Type - OTHER) | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$8,000.00   |
| 707201 | R425 | Funding in support of Labor<br>CLIN 7072. (Fund Type -<br>OTHER)   |     |      |               |               |              |
| 7073   | R425 | CNIC OVERALL N61 PM Billing<br>Element: DR-411425.SE170<br>Labor Hours: [REDACTED] (WCF)                           | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$172,952.18 |
| 707301 | R425 | Funding in support of Labor<br>CLIN 7073. (WCF)  |     |      |               |               |              |
| 7074   | R425 | NAVFAC & REGION BDS AV VTC<br>Billing Element:<br>DR-411425.SE179 Labor  | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$15,000.00  |



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|        |      | Hours: [REDACTED] (WCF)   |     |      |               |               |              |
| 707401 | R425 | Funding in support of Labor<br>CLIN 7074. (WCF)   |     |      |               |               |              |
| 7075   | R425 | CNRSE REGION Billing<br>Element: DR-411425.SE191<br>Labor Hours: [REDACTED] (Fund<br>Type - OTHER)                  | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$15,000.00  |
| 707501 | R425 | Funding in support of Labor<br>CLIN 7075. (Fund Type -<br>OTHER)  |     |      |               |               |              |
| 7076   | R425 | CNIC NAVFAC ATPF Billing<br>Element: DR-411425.SE208<br>Labor Hours: [REDACTED] (WCF)                               | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$156,144.85 |
| 707601 | R425 | Funding in support of Labor<br>CLIN 7076. (WCF)   |     |      |               |               |              |
| 707602 | R425 | Funding in support of Labor<br>CLIN 7076. (WCF)   |     |      |               |               |              |
| 7077   | R425 | SOCEUR Billing Element:<br>DR-411425.SE218 Labor<br>Hours: [REDACTED] (Fund Type -<br>OTHER)                        | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$20,000.00  |
| 707701 | R425 | Funding in support of Labor<br>CLIN 7077. (Fund Type -<br>OTHER)  |     |      |               |               |              |
| 7078   | R425 | ONI ACAS HBSS PM SUPPORT<br>Billing Element:<br>DR-411427.SE44 Labor Hours:<br>[REDACTED] (WCF)                     | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$45,000.00  |
| 707801 | R425 | Funding in support of Labor<br>CLIN 7078. (WCF)   |     |      |               |               |              |
| 7079   | R425 | USMC Combat Network PM<br>Support Billing Element:<br>DR-411430.SE74 Labor Hours:<br>[REDACTED] (PMC)               | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$46,837.98  |
| 707901 | R425 | Funding in support of Labor<br>CLIN 7079. (PMC)   |     |      |               |               |              |
| 7080   | R425 | C4NAV Task Force 51<br>Support Billing<br>Element: DR-411430.SE90<br>Labor Hours: [REDACTED] (Fund<br>Type - OTHER) | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$120,498.76 |
| 708001 | R425 | Funding in support of Labor<br>CLIN 7080. (Fund Type -<br>OTHER)  |     |      |               |               |              |
| 708002 | R425 | Funding in support of Labor<br>CLIN 7080. (Fund Type -<br>OTHER)  |     |      |               |               |              |
| 7081   | R425 | RESERVED; P00006<br>deobligated funding from  | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00       |

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| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost    | Fixed Fee    | CPFF         |
|--------|------|--|-----|------|--------------|--------------|--------------|
|        |      | SLIN 708101 and realigned<br>\$[REDACTED] in Cost Ceiling<br>to CLIN 7000 and \$[REDACTED]<br>in Fee Ceiling to CLIN<br>7000. P00002: FY19 SCMS<br>FINANCIAL RECONCILIATION<br>SUPPORT FY19 SCMS STRATEGIC<br>FINANCIAL SUPPORT Billing<br>Element: DR-411441.SE53<br>Labor Hours: [REDACTED] (Fund<br>Type - OTHER) |     |      |              |              |              |
| 708101 | R425 | Funding in support of Labor<br>CLIN 7081. (Fund Type -<br>OTHER)   |     |      |              |              |              |
| 7082   | R425 | AFCENT OMAF Project Support<br>Billing Element:<br>DR-411441.SE55 Labor Hours:<br>[REDACTED] (Fund Type - OTHER)   | 1.0 | LO   | \$[REDACTED] | \$[REDACTED] | \$588,344.00 |
| 708201 | R425 | Funding in support of Labor<br>CLIN 7082. (Fund Type -<br>OTHER)   |     |      |              |              |              |
| 7083   | R425 | SECRETARY OF AIR FORCE PM<br>SUPPORT Billing Element:<br>DR-411441.SE56 Labor Hours:<br>[REDACTED] (Fund Type - OTHER)   | 1.0 | LO   | \$[REDACTED] | \$[REDACTED] | \$32,296.16  |
| 708301 | R425 | Funding in support of Labor<br>CLIN 7083. (Fund Type -<br>OTHER)   |     |      |              |              |              |
| 7084   | R425 | CMCS Air NG Program Support<br>Billing Element:<br>DR-450216.SUST46A Labor<br>Hours: [REDACTED] (Fund Type -<br>OTHER)   | 1.0 | LO   | \$[REDACTED] | \$[REDACTED] | \$571,959.76 |
| 708401 | R425 | Funding in support of Labor<br>CLIN 7084. (Fund Type -<br>OTHER)   |     |      |              |              |              |
| 708402 | R425 | Funding in support of Labor<br>CLIN 7084. (Fund Type -<br>OTHER)   |     |      |              |              |              |
| 7085   | R425 | NGA PM SUPPORT Billing<br>Element: DR-411451.SE4<br>Labor Hours: [REDACTED] (Fund<br>Type - OTHER)   | 1.0 | LO   | \$[REDACTED] | \$[REDACTED] | \$75,000.00  |
| 708501 | R425 | Funding in support of Labor<br>CLIN 7085. (Fund Type -<br>OTHER)   |     |      |              |              |              |
| 7086   | R425 | FTU PM Support Billing<br>Element: DR-411402.SE91<br>Labor Hours: [REDACTED] (Fund<br>Type - OTHER)  | 1.0 | LO   | \$[REDACTED] | \$[REDACTED] | \$68,003.00  |
| 708601 | R425 | Funding in support of Labor<br>CLIN 7086. (Fund Type -   |     |      |              |              |              |

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| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost | Fixed Fee | CPFF         |
|--------|------|--|-----|------|-----------|-----------|--------------|
|        |      | OTHER)   |     |      |           |           |              |
| 7087   | R425 | DTRA PM SUPPORT Billing<br>Element: DR-411406.SE12<br>Labor Hours: (Fund<br>Type - OTHER)  | 1.0 | LO   | \$        | \$        | \$37,843.51  |
| 708701 | R425 | Funding in support of Labor<br>CLIN 7087. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7088   | R425 | FOSOV NSCV Support Billing<br>Element: DR-411416.SE128<br>Labor Hours: (Fund<br>Type - OTHER)  | 1.0 | LO   | \$        | \$        | \$399,432.80 |
| 708801 | R425 | Funding in support of Labor<br>CLIN 7088. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7089   | R425 | NSW MSV SUSTAINMENT PM<br>SUPPORT Billing Element:<br>DR-411417.SE182 Labor<br>Hours: (Fund Type -<br>OTHER)                         | 1.0 | LO   | \$        | \$        | \$60,000.00  |
| 708901 | R425 | Funding in support of Labor<br>CLIN 7089. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7090   | R425 | CNIC PSNET PM SUPPORT<br>Billing Element:<br>DR-411425.SE215 Labor<br>Hours: (Fund Type -<br>OTHER)                                  | 1.0 | LO   | \$        | \$        | \$60,000.00  |
| 709001 | R425 | Funding in support of Labor<br>CLIN 7090. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7091   | R425 | JSC JSSO PM SUPPORT Billing<br>Element: DR-411425.SE233<br>Labor Hours: (Fund<br>Type - OTHER)                                       | 1.0 | LO   | \$        | \$        | \$30,200.00  |
| 709101 | R425 | Funding in support of Labor<br>CLIN 7091. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7092   | R425 | NRSW FINANCIAL SYSTEMS DATA<br>INTEGRITY VERIFICATION<br>Business Element:<br>DR-411425.SE244 Labor<br>Hours: (Fund Type -<br>OTHER) | 1.0 | LO   | \$        | \$        | \$205,000.00 |
| 709201 | R425 | Funding in support of Labor<br>CLIN 7092. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 709202 | R425 | Funding in support of Labor<br>CLIN 7092 (Fund Type -<br>OTHER)  |     |      |           |           |              |

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| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost | Fixed Fee | CPFF         |
|--------|------|--|-----|------|-----------|-----------|--------------|
| 7093   | R425 | C4NAV FT DETRICK PROGRAM<br>SUPPORT (OPA) Billing<br>Element: DR-411439.SE11<br>Labor Hours: (Fund<br>Type - OTHER)                                    | 1.0 | LO   | \$        | \$        | \$50,000.00  |
| 709301 | R425 | Funding in support of Labor<br>CLIN 7093. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7094   | R425 | NAVCENT BDS Billing<br>Element: DR-411444.SE19<br>Labor Hours: (OPN)   | 1.0 | LO   | \$        | \$        | \$50,000.00  |
| 709401 | R425 | Funding in support of Labor<br>CLIN 7094. (OPN)  |     |      |           |           |              |
| 7095   | R425 | LCSM MFP-2 FTU SUSTAINMENT<br>SUPPORT Billing Element:<br>DR-411445.SE64 Labor Hours:<br>(Fund Type - OTHER)   | 1.0 | LO   | \$        | \$        | \$80,000.00  |
| 709501 | R425 | Funding in support of labor<br>CLIN 7095. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7096   | R425 | CMCS PROGRAM SUPPORT CYBER<br>TABLETOP (RDTEDW) Billing<br>Element: DR-450216.UCS31<br>Labor Hours: (Fund<br>Type - OTHER)                             | 1.0 | LO   | \$        | \$        | \$65,798.08  |
| 709601 | R425 | Funding in support of labor<br>CLIN 7096. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 709602 | R425 | Funding in support of labor<br>CLIN 7096. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7097   | R425 | CMCS CBRNE PROGRAM SUPPORT<br>(OPN); CMCS CBRNE PROGRAM<br>SUPPORT (OPN) Billing<br>Element: DR-450216.UCSB224A<br>Labor Hours: (Fund Type<br>- OTHER) | 1.0 | LO   | \$        | \$        | \$99,500.00  |
| 709701 | R425 | Funding in support of Labor<br>CLIN 7097. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7098   | R425 | CMCS CBRNE PROGRAM SUPPORT<br>(OPA); CMCS CBRNE PROGRAM<br>SUPPORT (OPA) Billing<br>Element: DR-450216.UCSB232A<br>Labor Hours: (Fund<br>Type - OTHER) | 1.0 | LO   | \$        | \$        | \$299,500.00 |
| 709801 | R425 | Funding in support of Labor<br>CLIN 7098. (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7099   | R425 | CMCS MARCORSYSCOM PROGRAM<br>SUPPORT (PMC) Billing   | 1.0 | LO   | \$        | \$        | \$69,500.00  |

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|--------|------|---|-----|------|-----------|-----------|--------------|
|        |      | Element: DR-450216.UCSB233<br>Labor Hours: (Fund<br>Type - OTHER)   |     |      |           |           |              |
| 709901 | R425 | Funding in support of labor<br>CLIN 7099. (Fund Type -<br>OTHER)  |     |      |           |           |              |
| 7100   | R425 | FOSOV NSCV SUPPLY SUPPORT<br>Billing Element:<br>DR-411416.SE120 Hours:<br>(Fund Type - OTHER)                | 1.0 | LO   | \$        | \$        | \$352,560.00 |
| 710001 | R425 | Funding in support of Labor<br>CLIN 7100 (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7101   | R425 | JFHQ PROJECT SUPPORT<br>Billing Element:<br>DR-411411.SE59 Labor Hours:<br>(Fund Type - OTHER)                | 1.0 | LO   | \$        | \$        | \$5,000.00   |
| 710101 | R425 | Funding in support of Labor<br>CLIN 7101. (Fund Type -<br>OTHER)  |     |      |           |           |              |
| 7102   | R425 | NRSW GAF IT PM SUPPORT<br>Billing Element:<br>DR-411425.SE245 Labor<br>Hours: (Fund Type -<br>OTHER)          | 1.0 | LO   | \$        | \$        | \$246,622.00 |
| 710201 | R425 | Funding in support of Labor<br>CLIN 7102 (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7103   | R425 | FOSOV MRAP SUPPLY SUPPORT<br>Billing Element:<br>DR-411416.SE140 Hours:<br>(Fund Type - OTHER)                | 1.0 | LO   | \$        | \$        | \$201,240.00 |
| 710301 | R425 | Funding in support of Labor<br>CLIN 7103. (Fund Type -<br>OTHER)  |     |      |           |           |              |
| 7104   | R425 | C4NAV FT BRAGG PROGRAM<br>SUPPORT (OMDW) Billing<br>Element: DR-411417.SE172<br>Hours: (Fund Type -<br>OTHER) | 1.0 | LO   | \$        | \$        | \$50,000.00  |
| 710401 | R425 | Funding in support of Labor<br>CLIN 7104 (Fund Type -<br>OTHER)   |     |      |           |           |              |
| 7105   | R425 | CCPMO PM SUPPORT Billing<br>Element: DR-411418.SE109<br>Hours: (Fund Type -<br>OTHER)                         | 1.0 | LO   | \$        | \$        | \$102,796.01 |
| 710501 | R425 | Funding in support of Labor<br>CLIN 7105. (Fund Type -<br>OTHER)  |     |      |           |           |              |

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| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost     | Fixed Fee     | CPFF         |
|--------|------|--|-----|------|---------------|---------------|--------------|
| 710502 | R425 | Funding in support of Labor<br>CLIN 7105. (Fund Type -<br>OTHER)   |     |      |               |               |              |
| 7106   | R425 | 480TH SUPPLY SUPPORT<br>Billing Element:<br>DR-411423.SE99 Hours:<br>[REDACTED] (Fund Type - OTHER)                            | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$100,000.00 |
| 710601 | R425 | Funding in support of Labor<br>CLIN 7106. (Fund Type -<br>OTHER)   |     |      |               |               |              |
| 7107   | R425 | SEC OF AIR FORCE JWICS PM<br>SUPPORT Billing Element:<br>DR-411414.SE184 Hours:<br>[REDACTED] (Fund Type - OTHER)              | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$77,906.98  |
| 710701 | R425 | Funding in support of Labor<br>CLIN 7107 (Fund Type -<br>OTHER)  |     |      |               |               |              |
| 7108   | R425 | NRSW GAF DESIGN ENGINEERING<br>PM SUPPORT Billing Element:<br>DR-411425.SE243 Hours:<br>[REDACTED] (O&MN,N)                    | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$14,494.00  |
| 710801 | R425 | Funding in support of Labor<br>CLIN 7108. (O&MN,N)   |     |      |               |               |              |
| 7109   | R425 | CIWT PM SUPPORT Billing<br>Element: DR-411425.SE249<br>Hours: [REDACTED] (O&MN,N)  | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$10,107.97  |
| 710901 | R425 | Funding in support of Labor<br>CLIN 7109. (O&MN,N)   |     |      |               |               |              |
| 7110   | R425 | NAVFAC SW AWEMS PM SUPPORT<br>Billing Element:<br>DR-411426.SE37 Hours:<br>[REDACTED] (O&MN,N)                                 | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$50,000.00  |
| 711001 | R425 | Funding in support of Labor<br>CLIN 7110. (O&MN,N)   |     |      |               |               |              |
| 7111   | R425 | JPED SUPPLY SUPPORT Billing<br>Element: DR-411430.SE80<br>Labor Hours: [REDACTED] (WCF)  | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$250,035.25 |
| 711101 | R425 | Funding in support of Labor<br>CLIN 7111. (WCF)  |     |      |               |               |              |
| 7112   | R425 | 4.11 FUNDING ACCEPTANCE<br>TIMELINE REDUCTION SUPPORT<br>Billing Element:<br>OG-000001.051301 Labor<br>Hours: [REDACTED] (WCF) | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$10,000.00  |
| 711201 | R425 | Funding in support of Labor<br>CLIN 7112. (WCF)  |     |      |               |               |              |
| 7113   | R425 | C4NAV FT BELVOIR PROGRAM<br>SUPPORT Billing Element:<br>DR-411417.CE149 Hours:<br>[REDACTED] (WCF)                             | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$25,000.00  |

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| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost | Fixed Fee | CPFF        |
|--------|------|--|-----|------|-----------|-----------|-------------|
| 711301 | R425 | Funding in Support of Labor<br>CLIN 7113 (WCF)   |     |      |           |           |             |
| 7114   | R425 | SMC PM SUPPORT Billing<br>Element: DR-411441.SE73<br>Hours: (Fund Type -<br>OTHER)                 | 1.0 | LO   | \$        | \$        | \$13,000.00 |
| 711401 | R425 | Funding in support of labor<br>CLIN 7114 (Fund Type -<br>OTHER)                                    |     |      |           |           |             |
| 7115   | R425 | SCR INTEGRATION FACILITY<br>Billing Element:<br>DR-264107.APN5BTKIT18<br>Hours: (WCF)              | 1.0 | LO   | \$        | \$        | \$86,269.99 |
| 711501 | R425 | Funding in support of labor<br>CLIN 7115. (WCF)  |     |      |           |           |             |
| 7116   | R425 | NSW MSV C51 SUSTAINMENT<br>SUPPORT Billing Element:<br>DR-411417.SE208 Hours:<br>(WCF)             | 1.0 | LO   | \$        | \$        | \$10,000.00 |
| 711601 | R425 | Funding in Support of Labor<br>CLIN 7116 (WCF)   |     |      |           |           |             |
| 7117   | R425 | FTU JCSE SUSTAINMENT<br>SUPPORT Billing Element:<br>DR-411435.SE40 Hours:<br>(WCF)                 | 1.0 | LO   | \$        | \$        | \$10,000.00 |
| 711701 | R425 | Funding in Support of Labor<br>CLIN 7117 (WCF)   |     |      |           |           |             |
| 7118   | R425 | R&D SPECIAL PROJECTS<br>SUPPORT Billing Element:<br>DR-411413.SE29 Hours:<br>(WCF)                 | 1.0 | LO   | \$        | \$        | \$13,000.00 |
| 711801 | R425 | Funding in Support of Labor<br>CLIN 7118 (Fund Type -<br>OTHER)                                    |     |      |           |           |             |
| 7119   | R425 | JPED PM SUPPORT Billing<br>Element: DR-411430.SE67<br>Hours: (PMC)                                 | 1.0 | LO   | \$        | \$        | \$30,000.00 |
| 711901 | R425 | Funding in Support of Labor<br>CLIN 7119 (PMC)   |     |      |           |           |             |
| 7120   | R425 | USSOCOM NAVAIR PROJECT<br>SUPPORT Billing Element:<br>DR-411422.SE22 Hours:<br>(Fund Type - OTHER) | 1.0 | LO   | \$        | \$        | \$32,000.00 |
| 712001 | R425 | Funding in Support of Labor<br>CLIN 7120 (Fund Type -<br>OTHER)                                    |     |      |           |           |             |
| 7121   | R425 | JFHQ PROJECT SUPPORT<br>Billing Element:<br>DR-4114411.SE64 Hours:<br>(WCF)                        | 1.0 | LO   | \$        | \$        | \$4,200.00  |

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| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF            |
|--------|------|---|-----|------|-----------|-----------|-----------------|
| 712101 | R425 | Funding in Support of Labor<br>CLIN 7121 (WCF)  |     |      |           |           |                 |
| 7122   | R425 | AIRWORKS C-27 PROJECT AND<br>ACQUISITION SUPPORT Billing<br>Element: DR-053636.PJM39<br>Hours: (WCF)  | 1.0 | LO   | \$        | \$        | \$10,000.00     |
| 712201 | R425 | Funding in Support of Labor<br>CLIN 7122 (WCF)  |     |      |           |           |                 |
| 7123   | R425 | MARFOR EC PM SUPPORT<br>Billing Element:<br>DR-411403.SE32 Hours:<br>(WCF)  | 1.0 | LO   | \$        | \$        | \$20,000.00     |
| 712301 | R425 | Funding in Support of Labor<br>CLIN 7123 (WCF)  |     |      |           |           |                 |
| 7124   | R425 | LCSM FTU NSW MFP-2 SUPPORT<br>Billing Element:<br>DR-411444.SE23 Hours:<br>(WCF)  | 1.0 | LO   | \$        | \$        | \$15,000.00     |
| 712401 | R425 | Funding in Support of Labor<br>CLIN 7124 (WCF)  |     |      |           |           |                 |
| 7125   | R425 | RIS FOS PRODUCTION PM<br>SUPPORT Billing Element:<br>DR-411413.SE20 Hours:<br>(Fund Type - OTHER)   | 1.0 | LO   | \$        | \$        | \$10,854.34     |
| 712501 | R425 | Funding in support of CLIN<br>7125 (Fund Type - OTHER)  |     |      |           |           |                 |
| 7200   | R425 | Base Year Labor IAW Section<br>C Paragraph 3.1-3.5. (Fund<br>Type - TBD)<br><br>Option  | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00          |
| 7201   | R425 | Option Year I Labor Ceiling<br>Pool. The Government will<br>realign and reallocate<br>ceiling based on funding<br>availability at option<br>exercise. (Fund Type - TBD)<br><br>Option                       | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00          |
| 7300   | R425 | Option Year I Labor IAW<br>Section C Paragraph<br>3.1-3.5. The Government<br>will realign and reallocate<br>ceiling based on funding<br>availability at option<br>exercise. (Fund Type - TBD)<br><br>Option | 1.0 | LO   | \$        | \$        | \$18,267,380.42 |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|-------------------|-----|------|-----------|-----------|------|
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| Item | PSC | Supplies/Services                             | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|---|-----|------|-----------|-----------|------|
| 7302 |     | Option Year I Data CLIN-Not Separately Priced | 1.0 | LO   |           |           | NSP  |

For Cost Type Items:

| Item | PSC  | Supplies/Services  | Qty | Unit | Est. Cost     | Fixed Fee     | CPFF            |
|------|------|--|-----|------|---------------|---------------|-----------------|
| 7400 | R425 | Option Year I Labor IAW<br>Section C Paragraph 3.1-3.5.<br>(Fund Type - TBD)<br><br>Option   | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00          |
| 7401 | R425 | Option Year II Labor Ceiling<br>Pool. The Government will<br>realign and reallocate<br>ceiling based on funding<br>availability at option<br>exercise. (Fund Type - TBD)<br><br>Option                       | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00          |
| 7500 | R425 | Option Year II Labor IAW<br>Section C Paragraph 3.1-3.5.<br>The Government will realign<br>and reallocate ceiling based<br>on funding availability at<br>option exercise. (Fund Type -<br>TBD)<br><br>Option | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$19,399,569.07 |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                              | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|--|-----|------|-----------|-----------|------|
| 7502 |     | Option Year II Data CLIN-Not Separately Priced | 1.0 | LO   |           |           | NSP  |

For Cost Type Items:

| Item | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF   |
|------|------|---|-----|------|-----------|-----------|--------|
| 7600 | R425 | Option Year II Labor IAW<br>Section C Paragraph 3.1-3.5.<br>(Fund Type - TBD)<br><br>Option   | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |
| 7601 | R425 | Option Year III Labor Ceiling<br>Pool. The Government will<br>realign and reallocate<br>ceiling based on funding<br>availability at option<br>exercise. (Fund Type - TBD)<br><br>Option | 1.0 | LO   | \$0.00    | \$0.00    | \$0.00 |

|                                  |                                     |                                      |                   |       |
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| Item | PSC  | Supplies/Services   | Qty | Unit | Est. Cost     | Fixed Fee     | CPFF            |
|------|------|---|-----|------|---------------|---------------|-----------------|
| 7700 | R425 | Option Year III Labor IAW<br>Section C Paragraph 3.1-3.5.<br>The Government will realign<br>and reallocate ceiling based<br>on funding availability at<br>option exercise. (Fund Type -<br>TBD)<br><br>Option | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$20,662,720.93 |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                               | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|---|-----|------|-----------|-----------|------|
| 7702 |     | Option Year III Data CLIN-Not Separately Priced | 1.0 | LO   |           |           | NSP  |

For Cost Type Items:

| Item | PSC  | Supplies/Services  | Qty | Unit | Est. Cost     | Fixed Fee     | CPFF            |
|------|------|--|-----|------|---------------|---------------|-----------------|
| 7800 | R425 | Option Year III Labor IAW<br>Section C Paragraph 3.1-3.5.<br>(Fund Type - TBD)<br><br>Option   | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00          |
| 7801 | R425 | Option Year IV Labor IAW<br>Section C Paragraph 3.1-3.5.<br>The Government will realign<br>and reallocate ceiling based<br>on funding availability at<br>option exercise. (Fund Type -<br>TBD)<br><br>Option   | 1.0 | LO   | \$0.00        | \$0.00        | \$0.00          |
| 7900 | R425 | Option Year IV Labor IAW<br>Section C Paragraph 3.1-3.5.<br>The Government will realign<br>and reallocate ceiling based<br>on funding availability at<br>option exercise. P00015:<br>Realigned \$ [REDACTED] Cost<br>Ceiling; \$ [REDACTED] Fee<br>Ceiling; and [REDACTED] Hours<br>to Base Year, CLIN 7000. Fee<br>Per Hour of \$ [REDACTED] adjusted to<br>\$ [REDACTED] (Fund Type - TBD)<br><br>Option | 1.0 | LO   | \$ [REDACTED] | \$ [REDACTED] | \$16,663,713.64 |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                              | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|--|-----|------|-----------|-----------|------|
| 7902 |     | Option Year IV Data CLIN-Not Separately Priced | 1.0 | LO   |           |           | NSP  |

|                                  |                                     |                                      |                   |       |
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For ODC Items:

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost    |
|--------|------|---|-----|------|--------------|
| 9000   | R425 | NAVY WCF SCC Base Year ODCs in Support of CLIN 7000. P00013: Cost ceiling of \$15,000 realigned to CLIN 9119. (Fund Type - OTHER)   | 1.0 | LO   | \$146,301.10 |
| 900001 | R425 | Funding in support of CLIN 9000. (WCF)  |     |      |              |
| 900002 | R425 | Funding in support of CLIN 9000. (WCF)  |     |      |              |
| 900003 | R425 | Funding in support of CLIN 9000. (WCF)  |     |      |              |
| 9001   | R425 | Base Year ODC Ceiling Pool (Fund Type - TBD)  | 1.0 | LO   | \$0.00       |
| 9003   |      |   |     |      | \$0.00       |
| 9003AA | R425 | ODC in support of CLIN 7003. Exercised on Modification P00001. Cost Ceiling of \$24,957.50 was realigned to various ODC CLINs. (Fund Type - OTHER)  | 1.0 | LO   | \$0.00       |
| 9003AB | R425 | ODC in support of CLIN 7003. Exercised on Modification P00001. Cost Ceiling of \$11,184.18 was realigned to various ODC CLINs. Additionally, \$13,773.32 in Cost Ceiling was realigned to CLIN 9000. (Fund Type - OTHER)    | 1.0 | LO   | \$0.00       |
| 9003AC | R425 | ODC in support of CLIN 7003. Exercised on Modification P00002. Cost Ceiling of \$24,957.50 was realigned to various ODC CLINs. (Fund Type - OTHER)  | 1.0 | LO   | \$0.00       |
| 9003AD | R425 | ODC in support of CLIN 7003. Exercised on Modification P00002. Cost Ceiling of \$4,042.50 was realigned to various ODC CLINs. The remaining Cost Ceiling of \$20,915.00 was realigned to ODC CLIN 9000. (Fund Type - OTHER) | 1.0 | LO   | \$0.00       |
| 9003AE | R425 | ODC in support of CLIN 7003. Exercised on Modification P00003. Cost Ceiling of \$15,000.00 was realigned to various ODC CLINs. The remaining Cost Ceiling of \$9,957.50 was realigned to ODC CLIN 9000. (Fund Type - OTHER) | 1.0 | LO   | \$0.00       |
| 9003AF | R425 | ODC in support of CLIN 7003. Exercised on Modification P00004. \$1,000.00 Cost Ceiling realigned to various ODC CLINs. \$23,957.50 Cost Ceiling realigned to ODC CLIN 9000. \$23,957.50 (Fund Type - OTHER)                 | 1.0 | LO   | \$0.00       |
| 9003AG | R425 | ODC in support of CLIN 7003. Exercised on Modification P00007. Cost Ceiling of \$24,957.50 was realigned to various ODC CLINs. (Fund Type - OTHER)  | 1.0 | LO   | \$0.00       |
| 9003AH | R425 | ODC in support of CLIN 7003. Exercised on Modification P00007. (Fund Type - OTHER)  | 1.0 | LO   | \$0.00       |
| 9003AJ | R425 | ODC in support of CLIN 7003. Exercised on Modification P00007. Cost Ceiling of \$10,132.72 was realigned to various ODC CLINs. The remaining ceiling of \$14,825.28 was realigned to CLIN 9000. (Fund Type - OTHER)         | 1.0 | LO   | \$0.00       |
| 9003AK | R425 | ODC in support of CLIN 7003. Exercised on Modification P00008. Cost Ceiling of \$15,000.00 was realigned to various ODC CLINs. The remaining ceiling of \$9,957.50 was realigned to CLIN 9000. (Fund Type - OTHER)          | 1.0 | LO   | \$0.00       |
| 9003AL | R425 | Exercised in the amount of \$24,957.50 on P00009. \$500.00 transferred to CLIN 9016. \$24,457.50 transferred to CLIN 9000. (Fund Type - OTHER)  | 1.0 | LO   | \$0.00       |

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| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost   |
|--------|------|---|-----|------|-------------|
| 9003AM | R425 | ODC in support of CLIN 7003. Exercised in the amount of 24957.50 on P00010. (Fund Type - OTHER) | 1.0 | LO   | \$0.00      |
| 9004   | R425 | CMCS NGB J39 Program Support Billing Element: DR-450216.SUST22 (WCF)                            | 1.0 | LO   | \$2,000.00  |
| 900401 | R425 | Funding in support of ODC CLIN 9004. (WCF)  |     |      |             |
| 9008   | R425 | CYBERCOM PM SUPPORT Billing Element: DR-411441.SE48 (Fund Type - OTHER)                         | 1.0 | LO   | \$3,000.00  |
| 900801 | R425 | Funding in support of ODC CLIN 9008. (Fund Type - OTHER)  |     |      |             |
| 9009   | R425 | AFCENT PM SUPPORT Billing Element: DR-411441.SE48 (Fund Type - OTHER)                           | 1.0 | LO   | \$20,000.00 |
| 900901 | R425 | Funding in support of ODC CLIN 9009. (Fund Type - OTHER)  |     |      |             |
| 900902 | R425 | Funding in support of ODC CLIN 9009. (Fund Type - OTHER)  |     |      |             |
| 9010   | R425 | MC JPED PM SUPPORT Billing Element: DR-411430.SE57 (Fund Type - OTHER)                          | 1.0 | LO   | \$7,395.30  |
| 901001 | R425 | Funding in support of ODC CLIN 9010 (RDT&E)   |     |      |             |
| 9016   | R425 | CMCS NGB Support (O&M) Billing Element: DR-450216.SUST47 (WCF)                                  | 1.0 | LO   | \$500.00    |
| 901601 | R425 | Funding in support of Labor CLIN 9016. (WCF)  |     |      |             |
| 9020   | R425 | Reserved (Fund Type - OTHER)  | 1.0 | LO   | \$0.00      |
| 9022   | R425 | FOSOV ENGINEERING SUPPORT Billing Element: DR-411416.SE121 (Fund Type - OTHER)                  | 1.0 | LO   | \$5,000.00  |
| 902201 | R425 | Funding in support of ODC CLIN 9022. (Fund Type - OTHER)  |     |      |             |
| 9024   | R425 | RIS FOS PRODUCTION PM SUPPORT Billing Element: DR-411413.SE19 (WCF)                             | 1.0 | LO   | \$2,000.00  |
| 902401 | R425 | Funding in support of ODC CLIN 9024. (WCF)  |     |      |             |
| 9025   | R425 | CEMOES PM SUPPORT Billing Element: DR-411430.SE81 (PMC)   | 1.0 | LO   | \$2,000.00  |
| 902501 | R425 | Funding in support of ODC CLIN 9025. (PMC)  |     |      |             |
| 9026   | R425 | MCDL PM SUPPORT Billing Element: DR-411428.SE12 (Fund Type - OTHER)                             | 1.0 | LO   | \$1,000.00  |
| 902601 | R425 | Funding in support of ODC CLIN 9026. (WCF)  |     |      |             |
| 9027   | R425 | C4NAV Ft Bragg Program Support (OMDW) Billing Element: DR-411417.SE171 (WCF)                    | 1.0 | LO   | \$2,000.00  |
| 902701 | R425 | Funding in support of ODC CLIN 9027. (WCF)  |     |      |             |
| 9030   | R425 | MARSOC RR610 PROGRAM SUPPORT (OMMC) (Reserved) (Fund Type - OTHER)                              | 1.0 | LO   | \$0.00      |
| 9032   | R425 | C4NAV USSOCOM Program Support (PDW) Billing Element: DR-411424.SE14 (WCF)                       | 1.0 | LO   | \$2,000.00  |
| 903201 | R425 | Funding in support of ODC CLIN 9032. (WCF)  |     |      |             |
| 9038   | R425 | CMCS MARCORSYSCOM Program Support (O&M) Billing Element: DR-450216.SUST59 (Fund Type - OTHER)   | 1.0 | LO   | \$500.00    |
| 903801 | R425 | Funding in support of ODC CLIN 9038. (Fund Type - OTHER)  |     |      |             |

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| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost   |
|--------|------|--|-----|------|-------------|
| 9040   | R425 | CMCS Army National Guard Program Support (Procurement)<br>Reserved (Fund Type - OTHER)   | 1.0 | LO   | \$0.00      |
| 9049   | R425 | CCPMO PM SUPPORT Billing Element: DR-411444.SE16 (WCF)   | 1.0 | LO   | \$1,641.68  |
| 904901 | R425 | Funding in support of ODC CLIN 9049. (WCF)   |     |      |             |
| 9050   | R425 | FTU EUROPE PM SUPPORT Billing Element: DR-411402.SE71 (Fund<br>Type - OTHER)   | 1.0 | LO   | \$8,000.00  |
| 905001 | R425 | Funding in support of ODC CLIN 9050. (Fund Type - OTHER)   |     |      |             |
| 9051   | R425 | RIS CONFIGURATION MANAGEMENT SUPPORT RIS PROGRAM SUPPORT RIS<br>LOGISTICS ENGINEERING SUPPORT Billing Element:<br>DR-411413.SE26 (Fund Type - OTHER) | 1.0 | LO   | \$2,098.92  |
| 905101 | R425 | Funding in support of ODC CLIN 9051. (Fund Type - OTHER)   |     |      |             |
| 9053   | R425 | NSW Mobility PM Support Billing Element: DR-411417.SE141<br>(Fund Type - OTHER)  | 1.0 | LO   | \$1,500.00  |
| 905301 | R425 | Funding in support of ODC CLIN 9053 (Fund Type - OTHER)  |     |      |             |
| 9055   | R425 | DTRA PM SUPPORT Billing Element: DR-411428.SE14 (WCF)  | 1.0 | LO   | \$1,500.00  |
| 905501 | R425 | Funding in support of ODC CLIN 9055. (WCF)   |     |      |             |
| 9057   | R425 | DOS JWICS PM SUPPORT Billing Element: DR-411414.SE156 (WCF)  | 1.0 | LO   | \$10,000.00 |
| 905701 | R425 | Funding in support of ODC CLIN 9057. (WCF)   |     |      |             |
| 9064   | R425 | C4NAV USAFRICOM TR Program Support (OMA) Billing Element:<br>DR-411402.SE80 (Fund Type - OTHER)  | 1.0 | LO   | \$20,000.00 |
| 906401 | R425 | Funding in support of ODC CLIN 9064. (Fund Type - OTHER)   |     |      |             |
| 9075   | R425 | CNRSE REGION Billing Element: DR-411425.SE191 (Fund Type -<br>OTHER)   | 1.0 | LO   | \$2,500.00  |
| 907501 | R425 | Funding in support of ODC CLIN 9075. (Fund Type - OTHER)   |     |      |             |
| 9078   | R425 | ONI ACAS HBSS PM SUPPORT Billing Element: DR-411427.SE44<br>(Fund Type - OTHER)  | 1.0 | LO   | \$200.00    |
| 907801 | R425 | Funding in support of ODC CLIN 9078 (Fund Type - OTHER)  |     |      |             |
| 9084   | R425 | CMCS Air NG Program Support Billing Element:<br>DR-450216.SUST46A (Fund Type - OTHER)  | 1.0 | LO   | \$500.00    |
| 908401 | R425 | Funding in support of ODC CLIN 9084. (Fund Type - OTHER)   |     |      |             |
| 9085   | R425 | NGA PM SUPPORT Billing Element: DR-411451.SE4 (Fund Type -<br>OTHER)   | 1.0 | LO   | \$3,500.00  |
| 908501 | R425 | Funding in support of ODC CLIN 9085. (Fund Type - OTHER)   |     |      |             |
| 9086   | R425 | FTU PM Support Billing Element: DR-411402.SE91 (Fund Type -<br>OTHER)  | 1.0 | LO   | \$20,000.00 |
| 908601 | R425 | Funding in support of ODC CLIN 9086. (Fund Type - OTHER)   |     |      |             |
| 9087   | R425 | DTRA PM SUPPORT Billing Element: DR-411406.SE12 (Fund Type -<br>OTHER)   | 1.0 | LO   | \$5,000.00  |
| 908701 | R425 | Funding in support of ODC CLIN 9087. (Fund Type - OTHER)   |     |      |             |
| 9093   | R425 | C4NAV FT DETRICK PROGRAM SUPPORT (OPA) Billing Element:<br>DR-411439.SE11 (Fund Type - OTHER)  | 1.0 | LO   | \$5,000.00  |

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| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost   |
|--------|------|--|-----|------|-------------|
| 909301 | R425 | Funding in support of ODC CLIN 9093. (Fund Type - OTHER)   |     |      |             |
| 9095   | R425 | LCSM MFP-2 FTU SUSTAINMENT SUPPORT Billing Element:<br>DR-411445.SE64 (Fund Type - OTHER)  | 1.0 | LO   | \$4,000.00  |
| 909501 | R425 | Funding in support of ODC CLIN 9095. (Fund Type - OTHER)   |     |      |             |
| 9096   | R425 | CMCS PROGRAM SUPPORT CYBER TABLETOP (RDTEDW) Billing<br>Element: DR-450216.UCS31 (Fund Type - OTHER)   | 1.0 | LO   | \$2,000.00  |
| 909601 | R425 | Funding in support of ODC CLIN 9096. (Fund Type - OTHER)   |     |      |             |
| 9097   | R425 | CMCS CBRNE PROGRAM SUPPORT (OPN); CMCS CBRNE PROGRAM SUPPORT<br>(OPN) Billing Element: DR-450216.UCSB224A (Fund Type -<br>OTHER)   | 1.0 | LO   | \$500.00    |
| 909701 | R425 | Funding in support of ODC CLIN 9097. (Fund Type - OTHER)   |     |      |             |
| 9098   | R425 | CMCS CBRNE PROGRAM SUPPORT (OPA); CMCS CBRNE PROGRAM SUPPORT<br>(OPA) Billing Element: DR-450216.UCSB232A (Fund Type -<br>OTHER)   | 1.0 | LO   | \$500.00    |
| 909801 | R425 | Funding in support of ODC CLIN 9098. (Fund Type - OTHER)   |     |      |             |
| 9099   | R425 | CMCS MARCORSYSCOM PROGRAM SUPPORT (PMC) Billing Element:<br>DR-450216.UCSB233 (Fund Type - OTHER)  | 1.0 | LO   | \$500.00    |
| 909901 | R425 | Funding in support of ODC CLIN 9099. (Fund Type - OTHER)   |     |      |             |
| 9102   | R425 | NRSW GAF IT PM SUPPORT Billing Element: DR-411425.SE245<br>(Fund Type - OTHER)   | 1.0 | LO   | \$5,353.00  |
| 910201 | R425 | Funding in support of ODC CLIN 9102 (Fund Type - OTHER)  |     |      |             |
| 9104   | R425 | C4NAV FT BRAGG PROGRAM SUPPORT (OMDW) Billing Element:<br>DR-411417.SE172 (Fund Type - OTHER)  | 1.0 | LO   | \$5,000.00  |
| 910401 | R425 | Funding in support of ODC CLIN 9104. (Fund Type - OTHER)   |     |      |             |
| 9107   | R425 | SEC OF AIR FORCE JWICS PM SUPPORT Billing Element:<br>DR-411414.SE184 (Fund Type - OTHER)  | 1.0 | LO   | \$10,000.00 |
| 910701 | R425 | Funding in support of ODC CLIN 9107. (Fund Type - OTHER)   |     |      |             |
| 9113   | R425 | C4NAV FT BELVOIR PROGRAM SUPPORT Billing Element:<br>DR-411417.SE149 (WCF)   | 1.0 | LO   | \$10,000.00 |
| 911301 | R425 | Funding in Support of ODC CLIN 9113 (WCF)  |     |      |             |
| 9114   | R425 | SMC PM SUPPORT Billing Element: DR-264107.APN5BTKIT18 (Fund<br>Type - OTHER)   | 1.0 | LO   | \$1,500.00  |
| 911401 | R425 | Funding in support of ODC CLIN 9114. (Fund Type - OTHER)   |     |      |             |
| 9119   | R425 | JPED PM SUPPORT Billing Element: DR-411430.SE67 (Fund Type -<br>OTHER)   | 1.0 | LO   | \$15,000.00 |
| 911901 | R425 | Funding in Support of ODC CLIN 9119 (Fund Type - OTHER)  |     |      |             |
| 9200   | R425 | Base Year ODCs. (Fund Type - TBD)<br><br>Option  | 1.0 | LO   | \$0.00      |
| 9201   | R425 | Option Year I ODC Ceiling Pool. The Government will realign<br>and reallocate ceiling based on funding availability at<br>option exercise. (Fund Type - TBD)<br><br>Option | 1.0 | LO   | \$0.00      |

|                                  |                                     |                                      |                   |       |
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| Item | PSC  | Supplies/Services  | Qty | Unit | Est. Cost    |
|------|------|--|-----|------|--------------|
| 9300 | R425 | Option Year I ODCs in support of CLIN 7300. The Government will realign and reallocate ceiling based on funding availability at option exercise. (Fund Type - TBD)<br><br>Option   | 1.0 | LO   | \$342,607.20 |
| 9400 | R425 | Option Year I ODCs. (Fund Type - TBD)<br><br>Option  | 1.0 | LO   | \$0.00       |
| 9401 | R425 | Option Year II ODC in support of CLIN 7400. The Government will realign and reallocate ceiling based on funding availability at option exercise (Fund Type - TBD)<br><br>Option    | 1.0 | LO   | \$0.00       |
| 9500 | R425 | Option Year II ODCs in support of CLIN 7500. The Government will realign and reallocate ceiling based on funding. (Fund Type - TBD)<br><br>Option                                  | 1.0 | LO   | \$356,246.59 |
| 9600 | R425 | Option Year II ODCs. (Fund Type - TBD)<br><br>Option   | 1.0 | LO   | \$0.00       |
| 9601 | R425 | Option Year III ODC Ceiling Pool. The Government will realign and reallocate ceiling based on funding availability at option exercise. (Fund Type - TBD)<br><br>Option             | 1.0 | LO   | \$0.00       |
| 9700 | R425 | Option Year III ODCs in support of CLIN 7700. The Government will realign and reallocate ceiling based on funding availability at option exercise. (Fund Type - TBD)<br><br>Option | 1.0 | LO   | \$370,428.74 |
| 9800 | R425 | Option Year III ODCs. (Fund Type - TBD)<br><br>Option  | 1.0 | LO   | \$0.00       |
| 9801 | R425 | Option Year IV Ceiling Pool. The Government will realign and reallocate ceiling based on funding availability at option exercise. (Fund Type - TBD)<br><br>Option                  | 1.0 | LO   | \$0.00       |
| 9900 | R425 | Option Year IV ODCs in support of CLIN 7900. The Government will realign and reallocate ceiling based on funding availability at option exercise. (Fund Type - TBD)<br><br>Option  | 1.0 | LO   | \$385,245.50 |

## B-1 REALIGNMENT OF CEILING

The Government reserves the right during execution of the task order to unilaterally realign ceiling (cost and fee) and the Level of Effort (LOE) hours between the CLINs identified herein without adjusting the total fixed fee of the task order based on the actual funding received during performance.

## B-2 EXERCISE OF OPTION SUBCLINS (CLINS 7003, 9003, 7203, 7403, 7603, 7803, 9203, 9403, 9603, & 9803)

|                                  |                                     |                                      |                   |       |
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Due to the nature of funding flows on this task order, the Government may not allocate all available LOE and/or ceiling across the established CLINs at award or option year exercise. Any remaining LOE and/or ceiling after the contract award, exercise of an option year, or execution of a post-award task order modification, will reside in an option SubCLIN (e.g., 7003AA, 9003AB) until the option SubCLIN is exercised by the Government. Upon option exercise, the contractor shall provide a plan of execution to the COR within 3 days of modification issuance.

### B-3 APPLICATION OF FUNDING

The Government will unilaterally establish CLINs by customer and appropriation (e.g., CLIN 7020 PMA-273 RDT&E), and incrementally fund the CLINs at the informational SLIN (e.g., 702001) level. The Government does not guarantee full funding of the contract level of effort.

### B-4 POTENTIAL FUNDING TYPES

The following chart lists the potential funding types and sponsor agencies anticipated to provide funding for labor in the base year. Each labor CLIN may have a corresponding ODC CLIN. This list is not all inclusive.

| Appropriation: RDT&E       |                            |                            |
|----------------------------|----------------------------|----------------------------|
| MARCORSYSCOM               | NAVAL FORCES               | NWDC                       |
| ONI                        | ARMY RAPID EQUIPPING FORCE | USAF SMC                   |
| NAVAIR/PMA-202             | NAVAIR/PMA-268             | REALTY SERVICES            |
| USSOCOM/PEO MARITIME       |                            |                            |
| Appropriation: Procurement |                            |                            |
| NAVAIR/PMA-271             | NAVAIR/PMA-290             | AIR NATIONAL GUARD         |
| ARMY NATIONAL GUARD        | CBRNE                      | ARMY RAPID EQUIPPING FORCE |
| PEO C3T                    | PM WIN-T                   | USASOC                     |
| USSOCOM/PEO C4             | 350 <sup>TH</sup> ELSW     | 435 AEW                    |
| CNIC/N6                    | NAVFAC/ATFP                | FT. BELVOIR                |
| NSA                        | TSOC/SOCAF                 | USFK/EUSA                  |
| USSOCOM/PEO SOF WARRIOR    | MARCORSYSCOM               | MCIA QUANTICO              |
| ONI                        |                            |                            |
| Appropriation: O&M         |                            |                            |
| 20 <sup>TH</sup> SPPT CMD  | 21 <sup>ST</sup> TSC       | DAMI                       |
| FT. BRAGG                  | FT. DETRICK                | FT. GORDON                 |
| MS COE                     | TSOC/SOCAF                 | TSOC/SOCCENT               |
| TSOC/SOCEUR                | UCC/USAFRICOM              | UCC/USEUCOM                |
| USARC                      | 342 <sup>ND</sup> TRS      | 45 <sup>TH</sup> WS        |
| 480 <sup>TH</sup> ISR      | 505 CCW                    | AFCENT                     |
| AFLOA                      | AFSPC                      | AFTAC                      |
| AIR COMBAT COMMAND (ACC)   | JCSE                       | JFHQ-NCR                   |
| JTF NORTH                  | LANGLEY AFB                | NAVAIR/AIR-5.0             |
| NELLIS AFB, NV             | NSA                        | SEC OF AIR FORCE           |
| AIR NATIONAL GUARD         | AFSOC                      | DIA                        |



|                                  |                                     |                                      |                   |       |
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|                               |                      |                              |
|-------------------------------|----------------------|------------------------------|
| DISA                          | DTRA                 | JCS JSSO                     |
| JSOC                          | NAT DEFENSE UNI      | NSW                          |
| NSWDG                         | SBT-20               | UCC/USCENTCOM                |
| USASOC                        | USFK/EUSA            | USSOCOM/PEO C4               |
| USSOCOM/PEO SOF WARRIOR       | WHCA                 | MARCORSYSCOM                 |
| MARFOREUR                     | MARSOC               | MCIA QUANTICO                |
| CNIC/N6                       | CNRSE                | FLEET CYBER COM              |
| NAVAL FORCES                  | NAVFAC/ATFP          | NAVSEA                       |
| ONI                           | SPAWAR               | UCC/USPACOM                  |
| ARMY NATIONAL GUARD           | NATIONAL GUARD BUR   |                              |
| <b>Appropriation: WCF</b>     |                      |                              |
| NAVAIR                        | DISA                 | NAVAIR/PMA-268               |
| NAVAIR/SCMS                   | NAVFAC/ATFP          | NAVFAC/PWD                   |
| NAWCWD                        | NSWC CRANE           | NSWC INDIAN HEAD             |
| SPAWAR                        |                      |                              |
| <b>Appropriation: Non-DoD</b> |                      |                              |
| NAVAIR/PMA-274                | NAVSEA               | Dept Homeland/Secret Service |
| Dept of Energy                | Dept Homeland/CBP    | Dept of Justice/FBI          |
| Dept Homeland/TSA             | USSOCOM/PEO Maritime |                              |

The 7000 series CLINs are Cost Plus Fixed Fee.

The 9000 series CLINs are Cost Reimbursable and Non-Fee Bearing.

CLINs 7002, 7202, 7402, 7602, and 7802 are Not Separately Priced Data CLINs.

Clauses specified in Section B of the basic SeaPort contract are incorporated into this task order, as applicable.

For purposes of this task order, the term "Task Order Manager (TOM)" is considered synonymous with the term Contracting Officer's Representative (COR).

All material requirements will be approved as stated in clause H-1.

Under SeaPort-e Task Order Competitions, the term "contract" means "task order."

The contractor will not be authorized to access any classified information until a final DD Form 254 is incorporated as an attachment to the order.

The following clauses are incorporated by reference:

**13RA HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

**13RA HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)**

|                                  |                                     |                                      |                   |       |
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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

**See Section J, Attachment 013: Statement of Work**

|                                  |                                     |                                      |                   |       |
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## SECTION D PACKAGING AND MARKING

Note: All clauses of Section D of the Seaport –Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Items 7000, 7010, 7020, 7030, 7040, 7050 and Option Items 7001, 7200, 7201, 7400, 7401, 7600, 7601, 7800, 7801: Packing and marking are not applicable to these items.

Items 9000, 9010, 9020, 9030, 9040, 9050 and Option Items 9200, 9201, 9400, 9401, 9600, 9601, 9800, and 9801: Packing and marking shall be in accordance with best commercial practices.

Items 70002, 7202, 7402, 7602, 7802: The data to be furnished hereunder shall be in accordance with Exhibit A, Contract Data Requirements List (CDRLs), packaged and marked in accordance with clause 5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005).

### **5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

### **13RA HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

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

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

|                                  |                                     |                                      |                   |       |
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## SECTION E INSPECTION AND ACCEPTANCE

Note: All clauses of Section E of the Seaport –Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Contractor performance will be inspected in accordance with the metrics provided in the Surveillance Activity Checklist (SAC), contract Attachment 1.

Labor CLINs 7000, 7001, 7010-7050 and Option Items 7200, 7201,7400, 7401, 7600, 7601, 7800 7801 will be inspected in accordance with the SAC and accepted via the Wide Area Workflow Receipt and Acceptance system specified in Section H.

ODC CLINs 9000, 9010 -9050 and Option Items 9200, 9201,9400, 9401, 9600, 9601, 9800 & 9801 will be inspected in accordance with the SAC and accepted via the Wide Area Workflow Receipt and Acceptance system specified in Section H.

Data CLINs 7002, 7202, 7402, 7602 & 7802 will be inspected in accordance with the SAC and accepted in accordance with Section J, Exhibit A.

Inspection and acceptance shall be in accordance with 5252.246-9514 Inspection and Acceptance of Technical Data.

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

| CLINs | INSPECTION AT | INSPECTION BY | ACCEPTANCE AT | ACCEPTANCE BY |
|-------|---------------|---------------|---------------|---------------|
|-------|---------------|---------------|---------------|---------------|

|      |             |            |             |            |
|------|-------------|------------|-------------|------------|
| 7010 | Destination | Government | Destination | Government |
| 7020 | Destination | Government | Destination | Government |
| 7030 | Destination | Government | Destination | Government |
| 7040 | Destination | Government | Destination | Government |
| 7050 | Destination | Government |             |            |
|      | Destination | Government |             |            |
| 7200 | Destination | Government |             |            |
|      | Destination | Government |             |            |
| 7201 | Destination | Government | Destination | Government |
| 7400 | Destination | Government | Destination | Government |
| 7401 | Destination | Government | Destination | Government |
| 7600 | Destination | Government |             |            |
|      | Destination | Government |             |            |

|                                  |                                     |                                      |                   |       |
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|      |             |            |             |            |
|------|-------------|------------|-------------|------------|
| 7601 | Destination | Government | Destination | Government |
| 7800 | Destination | Government | Destination | Government |
| 7801 | Destination | Government | Destination | Government |
| 9010 | Destination | Government | Destination | Government |
| 9020 | Destination | Government | Destination | Government |
| 9030 | Destination | Government | Destination | Government |
| 9040 | Destination | Government | Destination | Government |
| 9050 | Destination | Government |             |            |
| 9200 | Destination | Government | Destination | Government |
| 9201 | Destination | Government | Destination | Government |
| 9400 | Destination | Government | Destination | Government |
| 9401 | Destination | Government | Destination | Government |
| 9600 | Destination | Government |             |            |

|             |            |
|-------------|------------|
| Destination | Government |
|-------------|------------|

|      |             |            |             |            |
|------|-------------|------------|-------------|------------|
| 9601 | Destination | Government | Destination | Government |
| 9800 | Destination | Government | Destination | Government |
| 9801 | Destination | Government | Destination | Government |

## **CLAUSES INCORPORATED BY REFERENCE**

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

#### **5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Contracting Officer Representative (COR).

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in

|                                  |                                     |                                      |                   |       |
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the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO\* on the attachment to this contract entitled Data Transmittal Form (Attachment 03) The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

\*The PCO refers to the Task Order PCO.

|                                  |                                     |                                      |                   |       |
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## SECTION F DELIVERABLES OR PERFORMANCE

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

|        |                      |
|--------|----------------------|
| 7000   | 8/1/2018 - 7/31/2019 |
| 7003AA | 8/1/2018 - 7/31/2019 |
| 7003AB | 8/1/2018 - 7/31/2019 |
| 7003AC | 8/1/2018 - 7/31/2019 |
| 7003AD | 8/1/2018 - 7/31/2019 |
| 7003AE | 8/1/2018 - 7/31/2019 |
| 7003AF | 8/1/2018 - 7/31/2019 |
| 7003AG | 8/1/2018 - 7/31/2019 |
| 7003AH | 8/1/2018 - 7/31/2019 |
| 7003AJ | 8/1/2018 - 7/31/2019 |
| 7003AK | 8/1/2018 - 7/31/2019 |
| 7003AL | 8/1/2018 - 7/31/2019 |
| 7003AM | 8/1/2018 - 7/31/2019 |
| 7004   | 8/1/2018 - 7/31/2019 |
| 7005   | 8/1/2018 - 7/31/2019 |
| 7006   | 8/1/2018 - 7/31/2019 |
| 7007   | 8/1/2018 - 7/31/2019 |
| 7008   | 8/1/2018 - 7/31/2019 |
| 7009   | 8/1/2018 - 7/31/2019 |
| 7010   | 8/1/2018 - 7/31/2019 |
| 7011   | 8/1/2018 - 7/31/2019 |
| 7012   | 8/1/2018 - 7/31/2019 |
| 7013   | 8/1/2018 - 7/31/2019 |
| 7014   | 8/1/2018 - 7/31/2019 |
| 7015   | 8/1/2018 - 7/31/2019 |
| 7016   | 8/1/2018 - 7/31/2019 |
| 7017   | 8/1/2018 - 7/31/2019 |
| 7018   | 8/1/2018 - 7/31/2019 |
| 7019   | 8/1/2018 - 7/31/2019 |
| 7020   | 8/1/2018 - 7/31/2019 |
| 7021   | 8/1/2018 - 7/31/2019 |
| 7022   | 8/1/2018 - 7/31/2019 |
| 7023   | 8/1/2018 - 7/31/2019 |
| 7024   | 8/1/2018 - 7/31/2019 |
| 7025   | 8/1/2018 - 7/31/2019 |
| 7026   | 8/1/2018 - 7/31/2019 |
| 7027   | 8/1/2018 - 7/31/2019 |
| 7028   | 8/1/2018 - 7/31/2019 |
| 7029   | 8/1/2018 - 7/31/2019 |

|                                  |                                     |                                      |                   |       |
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|      |                      |
|------|----------------------|
| 7030 | 8/1/2018 - 7/31/2019 |
| 7031 | 8/1/2018 - 7/31/2019 |
| 7032 | 8/1/2018 - 7/31/2019 |
| 7033 | 8/1/2018 - 7/31/2019 |
| 7034 | 8/1/2018 - 7/31/2019 |
| 7035 | 8/1/2018 - 7/31/2019 |
| 7036 | 8/1/2018 - 7/31/2019 |
| 7037 | 8/1/2018 - 7/31/2019 |
| 7038 | 8/1/2018 - 7/31/2019 |
| 7039 | 8/1/2018 - 7/31/2019 |
| 7040 | 8/1/2018 - 7/31/2019 |
| 7041 | 8/1/2018 - 7/31/2019 |
| 7042 | 8/1/2018 - 7/31/2019 |
| 7043 | 8/1/2018 - 7/31/2019 |
| 7044 | 8/1/2018 - 7/31/2019 |
| 7045 | 8/1/2018 - 7/31/2019 |
| 7046 | 8/1/2018 - 7/31/2019 |
| 7047 | 8/1/2018 - 7/31/2019 |
| 7048 | 8/1/2018 - 7/31/2019 |
| 7049 | 8/1/2018 - 7/31/2019 |
| 7050 | 8/1/2018 - 7/31/2019 |
| 7051 | 8/1/2018 - 7/31/2019 |
| 7052 | 8/1/2018 - 7/31/2019 |
| 7053 | 8/1/2018 - 7/31/2019 |
| 7054 | 8/1/2018 - 7/31/2019 |
| 7055 | 8/1/2018 - 7/31/2019 |
| 7056 | 8/1/2018 - 7/31/2019 |
| 7057 | 8/1/2018 - 7/31/2019 |
| 7058 | 8/1/2018 - 7/31/2019 |
| 7059 | 8/1/2018 - 7/31/2019 |
| 7060 | 8/1/2018 - 7/31/2019 |
| 7061 | 8/1/2018 - 7/31/2019 |
| 7062 | 8/1/2018 - 7/31/2019 |
| 7063 | 8/1/2018 - 7/31/2019 |
| 7064 | 8/1/2018 - 7/31/2019 |
| 7065 | 8/1/2018 - 7/31/2019 |
| 7066 | 8/1/2018 - 7/31/2019 |
| 7067 | 8/1/2018 - 7/31/2019 |
| 7068 | 8/1/2018 - 7/31/2019 |
| 7069 | 8/1/2018 - 5/31/2019 |
| 7070 | 8/1/2018 - 7/31/2019 |
| 7071 | 8/1/2018 - 7/31/2019 |
| 7072 | 8/1/2018 - 7/31/2019 |



|                                  |                                     |                                      |                   |       |
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|      |                      |
|------|----------------------|
| 7073 | 8/1/2018 - 7/31/2019 |
| 7074 | 8/1/2018 - 7/31/2019 |
| 7075 | 8/1/2018 - 7/31/2019 |
| 7076 | 8/1/2018 - 7/31/2019 |
| 7077 | 8/1/2018 - 7/31/2019 |
| 7078 | 8/1/2018 - 7/31/2019 |
| 7079 | 8/1/2018 - 7/31/2019 |
| 7080 | 8/1/2018 - 7/31/2019 |
| 7081 | 8/1/2018 - 7/31/2019 |
| 7082 | 8/1/2018 - 7/31/2019 |
| 7083 | 8/1/2018 - 7/31/2019 |
| 7084 | 8/1/2018 - 7/31/2019 |
| 7085 | 8/1/2018 - 7/31/2019 |
| 7086 | 8/1/2018 - 7/31/2019 |
| 7087 | 8/1/2018 - 7/31/2019 |
| 7088 | 8/1/2018 - 7/31/2019 |
| 7089 | 8/1/2018 - 7/31/2019 |
| 7090 | 8/1/2018 - 7/31/2019 |
| 7091 | 8/1/2018 - 7/31/2019 |
| 7092 | 8/1/2018 - 7/31/2019 |
| 7093 | 8/1/2018 - 7/31/2019 |
| 7094 | 8/1/2018 - 7/31/2019 |
| 7095 | 8/1/2018 - 7/31/2019 |
| 7096 | 8/1/2018 - 7/31/2019 |
| 7097 | 8/1/2018 - 7/31/2019 |
| 7098 | 8/1/2018 - 7/31/2019 |
| 7099 | 8/1/2018 - 7/31/2019 |
| 7100 | 8/1/2018 - 7/31/2019 |
| 7101 | 8/1/2018 - 7/31/2019 |
| 7102 | 8/1/2018 - 7/31/2019 |
| 7103 | 8/1/2018 - 7/31/2019 |
| 7104 | 8/1/2018 - 7/31/2019 |
| 7105 | 8/1/2018 - 7/31/2019 |
| 7106 | 8/1/2018 - 7/31/2019 |
| 7107 | 8/1/2018 - 7/31/2019 |
| 7108 | 8/1/2018 - 7/31/2019 |
| 7109 | 8/1/2018 - 7/31/2019 |
| 7110 | 8/1/2018 - 7/31/2019 |
| 7111 | 8/1/2018 - 7/31/2019 |
| 7112 | 8/1/2018 - 7/31/2019 |
| 7113 | 8/1/2018 - 7/31/2019 |
| 7114 | 8/1/2018 - 7/31/2019 |
| 7115 | 8/1/2018 - 7/31/2019 |

|                                  |                                     |                                      |                   |       |
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|        |                      |
|--------|----------------------|
| 7116   | 8/1/2018 - 7/31/2019 |
| 7117   | 8/1/2018 - 7/31/2019 |
| 7118   | 8/1/2018 - 7/31/2019 |
| 7119   | 8/1/2018 - 7/31/2019 |
| 7120   | 8/1/2018 - 7/31/2019 |
| 7121   | 8/1/2018 - 7/31/2019 |
| 7122   | 8/1/2018 - 7/31/2019 |
| 7123   | 8/1/2018 - 7/31/2019 |
| 7124   | 8/1/2018 - 7/31/2019 |
| 7125   | 8/1/2018 - 7/31/2019 |
| 9000   | 8/1/2018 - 7/31/2019 |
| 9001   | 8/1/2018 - 7/31/2019 |
| 9003AA | 8/1/2018 - 7/31/2019 |
| 9003AB | 8/1/2018 - 7/31/2019 |
| 9003AC | 8/1/2018 - 7/31/2019 |
| 9003AD | 8/1/2018 - 7/31/2019 |
| 9003AE | 8/1/2018 - 7/31/2019 |
| 9003AF | 8/1/2018 - 7/31/2019 |
| 9003AG | 8/1/2018 - 7/31/2019 |
| 9003AH | 8/1/2018 - 7/31/2019 |
| 9003AJ | 8/1/2018 - 7/31/2019 |
| 9003AK | 8/1/2018 - 7/31/2019 |
| 9003AL | 8/1/2018 - 7/31/2019 |
| 9003AM | 8/1/2018 - 7/31/2019 |
| 9004   | 8/1/2018 - 7/31/2019 |
| 9008   | 8/1/2018 - 7/31/2019 |
| 9009   | 8/1/2018 - 7/31/2019 |
| 9010   | 8/1/2018 - 7/31/2019 |
| 9016   | 8/1/2018 - 7/31/2019 |
| 9020   | 8/1/2018 - 7/31/2019 |
| 9022   | 8/1/2018 - 7/31/2019 |
| 9024   | 8/1/2018 - 7/31/2019 |
| 9025   | 8/1/2018 - 7/31/2019 |
| 9026   | 8/1/2018 - 7/31/2019 |
| 9027   | 8/1/2018 - 7/31/2019 |
| 9030   | 8/1/2018 - 7/31/2019 |
| 9032   | 8/1/2018 - 7/31/2019 |
| 9038   | 8/1/2018 - 7/31/2019 |
| 9040   | 8/1/2018 - 7/31/2019 |
| 9049   | 8/1/2018 - 7/31/2019 |
| 9050   | 8/1/2018 - 7/31/2019 |
| 9051   | 8/1/2018 - 7/31/2019 |
| 9053   | 8/1/2018 - 7/31/2019 |

|                                  |                                     |                                      |                   |       |
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|      |                      |
|------|----------------------|
| 9055 | 8/1/2018 - 7/31/2019 |
| 9057 | 8/1/2018 - 7/31/2019 |
| 9064 | 8/1/2018 - 7/31/2019 |
| 9075 | 8/1/2018 - 7/31/2019 |
| 9078 | 8/1/2018 - 7/31/2019 |
| 9084 | 8/1/2018 - 7/31/2019 |
| 9085 | 8/1/2018 - 7/31/2019 |
| 9086 | 8/1/2018 - 7/31/2019 |
| 9087 | 8/1/2018 - 7/31/2019 |
| 9093 | 8/1/2018 - 7/31/2019 |
| 9095 | 8/1/2018 - 7/31/2019 |
| 9096 | 8/1/2018 - 7/31/2019 |
| 9097 | 8/1/2018 - 7/31/2019 |
| 9098 | 8/1/2018 - 7/31/2019 |
| 9099 | 8/1/2018 - 7/31/2019 |
| 9102 | 8/1/2018 - 7/31/2019 |
| 9104 | 8/1/2018 - 7/31/2019 |
| 9107 | 8/1/2018 - 7/31/2019 |
| 9113 | 8/1/2018 - 7/31/2019 |
| 9114 | 8/1/2018 - 7/31/2019 |
| 9119 | 8/1/2018 - 7/31/2019 |

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

|        |                      |
|--------|----------------------|
| 7000   | 8/1/2018 - 7/31/2019 |
| 7003AA | 8/1/2018 - 7/31/2019 |
| 7003AB | 8/1/2018 - 7/31/2019 |
| 7003AC | 8/1/2018 - 7/31/2019 |
| 7003AD | 8/1/2018 - 7/31/2019 |
| 7003AE | 8/1/2018 - 7/31/2019 |
| 7003AF | 8/1/2018 - 7/31/2019 |
| 7003AG | 8/1/2018 - 7/31/2019 |
| 7003AH | 8/1/2018 - 7/31/2019 |
| 7003AJ | 8/1/2018 - 7/31/2019 |
| 7003AK | 8/1/2018 - 7/31/2019 |
| 7003AL | 8/1/2018 - 7/31/2019 |
| 7003AM | 8/1/2018 - 7/31/2019 |
| 7004   | 8/1/2018 - 7/31/2019 |
| 7005   | 8/1/2018 - 7/31/2019 |
| 7006   | 8/1/2018 - 7/31/2019 |
| 7007   | 8/1/2018 - 7/31/2019 |
| 7008   | 8/1/2018 - 7/31/2019 |

|                                  |                                     |                                      |                   |       |
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|      |                      |
|------|----------------------|
| 7009 | 8/1/2018 - 7/31/2019 |
| 7010 | 8/1/2018 - 7/31/2019 |
| 7011 | 8/1/2018 - 7/31/2019 |
| 7012 | 8/1/2018 - 7/31/2019 |
| 7013 | 8/1/2018 - 7/31/2019 |
| 7014 | 8/1/2018 - 7/31/2019 |
| 7015 | 8/1/2018 - 7/31/2019 |
| 7016 | 8/1/2018 - 7/31/2019 |
| 7017 | 8/1/2018 - 7/31/2019 |
| 7018 | 8/1/2018 - 7/31/2019 |
| 7019 | 8/1/2018 - 7/31/2019 |
| 7020 | 8/1/2018 - 7/31/2019 |
| 7021 | 8/1/2018 - 7/31/2019 |
| 7022 | 8/1/2018 - 7/31/2019 |
| 7023 | 8/1/2018 - 7/31/2019 |
| 7024 | 8/1/2018 - 7/31/2019 |
| 7025 | 8/1/2018 - 7/31/2019 |
| 7026 | 8/1/2018 - 7/31/2019 |
| 7027 | 8/1/2018 - 7/31/2019 |
| 7028 | 8/1/2018 - 7/31/2019 |
| 7029 | 8/1/2018 - 7/31/2019 |
| 7030 | 8/1/2018 - 7/31/2019 |
| 7031 | 8/1/2018 - 7/31/2019 |
| 7032 | 8/1/2018 - 7/31/2019 |
| 7033 | 8/1/2018 - 7/31/2019 |
| 7034 | 8/1/2018 - 7/31/2019 |
| 7035 | 8/1/2018 - 7/31/2019 |
| 7036 | 8/1/2018 - 7/31/2019 |
| 7037 | 8/1/2018 - 7/31/2019 |
| 7038 | 8/1/2018 - 7/31/2019 |
| 7039 | 8/1/2018 - 7/31/2019 |
| 7040 | 8/1/2018 - 7/31/2019 |
| 7041 | 8/1/2018 - 7/31/2019 |
| 7042 | 8/1/2018 - 7/31/2019 |
| 7043 | 8/1/2018 - 7/31/2019 |
| 7044 | 8/1/2018 - 7/31/2019 |
| 7045 | 8/1/2018 - 7/31/2019 |
| 7046 | 8/1/2018 - 7/31/2019 |
| 7047 | 8/1/2018 - 7/31/2019 |
| 7048 | 8/1/2018 - 7/31/2019 |
| 7049 | 8/1/2018 - 7/31/2019 |
| 7050 | 8/1/2018 - 7/31/2019 |
| 7051 | 8/1/2018 - 7/31/2019 |

|                                  |                                     |                                      |                   |       |
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|      |                      |
|------|----------------------|
| 7052 | 8/1/2018 - 7/31/2019 |
| 7053 | 8/1/2018 - 7/31/2019 |
| 7054 | 8/1/2018 - 7/31/2019 |
| 7055 | 8/1/2018 - 7/31/2019 |
| 7056 | 8/1/2018 - 7/31/2019 |
| 7057 | 8/1/2018 - 7/31/2019 |
| 7058 | 8/1/2018 - 7/31/2019 |
| 7059 | 8/1/2018 - 7/31/2019 |
| 7060 | 8/1/2018 - 7/31/2019 |
| 7061 | 8/1/2018 - 7/31/2019 |
| 7062 | 8/1/2018 - 7/31/2019 |
| 7063 | 8/1/2018 - 7/31/2019 |
| 7064 | 8/1/2018 - 7/31/2019 |
| 7065 | 8/1/2018 - 7/31/2019 |
| 7066 | 8/1/2018 - 7/31/2019 |
| 7067 | 8/1/2018 - 7/31/2019 |
| 7068 | 8/1/2018 - 7/31/2019 |
| 7069 | 8/1/2018 - 5/31/2019 |
| 7070 | 8/1/2018 - 7/31/2019 |
| 7071 | 8/1/2018 - 7/31/2019 |
| 7072 | 8/1/2018 - 7/31/2019 |
| 7073 | 8/1/2018 - 7/31/2019 |
| 7074 | 8/1/2018 - 7/31/2019 |
| 7075 | 8/1/2018 - 7/31/2019 |
| 7076 | 8/1/2018 - 7/31/2019 |
| 7077 | 8/1/2018 - 7/31/2019 |
| 7078 | 8/1/2018 - 7/31/2019 |
| 7079 | 8/1/2018 - 7/31/2019 |
| 7080 | 8/1/2018 - 7/31/2019 |
| 7081 | 8/1/2018 - 7/31/2019 |
| 7082 | 8/1/2018 - 7/31/2019 |
| 7083 | 8/1/2018 - 7/31/2019 |
| 7084 | 8/1/2018 - 7/31/2019 |
| 7085 | 8/1/2018 - 7/31/2019 |
| 7086 | 8/1/2018 - 7/31/2019 |
| 7087 | 8/1/2018 - 7/31/2019 |
| 7088 | 8/1/2018 - 7/31/2019 |
| 7089 | 8/1/2018 - 7/31/2019 |
| 7090 | 8/1/2018 - 7/31/2019 |
| 7091 | 8/1/2018 - 7/31/2019 |
| 7092 | 8/1/2018 - 7/31/2019 |
| 7093 | 8/1/2018 - 7/31/2019 |
| 7094 | 8/1/2018 - 7/31/2019 |

|                                  |                                     |                                      |                   |       |
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|        |                      |
|--------|----------------------|
| 7095   | 8/1/2018 - 7/31/2019 |
| 7096   | 8/1/2018 - 7/31/2019 |
| 7097   | 8/1/2018 - 7/31/2019 |
| 7098   | 8/1/2018 - 7/31/2019 |
| 7099   | 8/1/2018 - 7/31/2019 |
| 7100   | 8/1/2018 - 7/31/2019 |
| 7101   | 8/1/2018 - 7/31/2019 |
| 7102   | 8/1/2018 - 7/31/2019 |
| 7103   | 8/1/2018 - 7/31/2019 |
| 7104   | 8/1/2018 - 7/31/2019 |
| 7105   | 8/1/2018 - 7/31/2019 |
| 7106   | 8/1/2018 - 7/31/2019 |
| 7107   | 8/1/2018 - 7/31/2019 |
| 7108   | 8/1/2018 - 7/31/2019 |
| 7109   | 8/1/2018 - 7/31/2019 |
| 7110   | 8/1/2018 - 7/31/2019 |
| 7111   | 8/1/2018 - 7/31/2019 |
| 7112   | 8/1/2018 - 7/31/2019 |
| 7113   | 8/1/2018 - 7/31/2019 |
| 7114   | 8/1/2018 - 7/31/2019 |
| 7115   | 8/1/2018 - 7/31/2019 |
| 7116   | 8/1/2018 - 7/31/2019 |
| 7117   | 8/1/2018 - 7/31/2019 |
| 7118   | 8/1/2018 - 7/31/2019 |
| 7119   | 8/1/2018 - 7/31/2019 |
| 7120   | 8/1/2018 - 7/31/2019 |
| 7121   | 8/1/2018 - 7/31/2019 |
| 7122   | 8/1/2018 - 7/31/2019 |
| 7123   | 8/1/2018 - 7/31/2019 |
| 7124   | 8/1/2018 - 7/31/2019 |
| 7125   | 8/1/2018 - 7/31/2019 |
| 9000   | 8/1/2018 - 7/31/2019 |
| 9001   | 8/1/2018 - 7/31/2019 |
| 9003AA | 8/1/2018 - 7/31/2019 |
| 9003AB | 8/1/2018 - 7/31/2019 |
| 9003AC | 8/1/2018 - 7/31/2019 |
| 9003AD | 8/1/2018 - 7/31/2019 |
| 9003AE | 8/1/2018 - 7/31/2019 |
| 9003AF | 8/1/2018 - 7/31/2019 |
| 9003AG | 8/1/2018 - 7/31/2019 |
| 9003AH | 8/1/2018 - 7/31/2019 |
| 9003AJ | 8/1/2018 - 7/31/2019 |
| 9003AK | 8/1/2018 - 7/31/2019 |

|                                  |                                     |                                      |                   |       |
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|        |                      |
|--------|----------------------|
| 9003AL | 8/1/2018 - 7/31/2019 |
| 9003AM | 8/1/2018 - 7/31/2019 |
| 9004   | 8/1/2018 - 7/31/2019 |
| 9008   | 8/1/2018 - 7/31/2019 |
| 9009   | 8/1/2018 - 7/31/2019 |
| 9010   | 8/1/2018 - 7/31/2019 |
| 9016   | 8/1/2018 - 7/31/2019 |
| 9020   | 8/1/2018 - 7/31/2019 |
| 9022   | 8/1/2018 - 7/31/2019 |
| 9024   | 8/1/2018 - 7/31/2019 |
| 9025   | 8/1/2018 - 7/31/2019 |
| 9026   | 8/1/2018 - 7/31/2019 |
| 9027   | 8/1/2018 - 7/31/2019 |
| 9030   | 8/1/2018 - 7/31/2019 |
| 9032   | 8/1/2018 - 7/31/2019 |
| 9038   | 8/1/2018 - 7/31/2019 |
| 9040   | 8/1/2018 - 7/31/2019 |
| 9049   | 8/1/2018 - 7/31/2019 |
| 9050   | 8/1/2018 - 7/31/2019 |
| 9051   | 8/1/2018 - 7/31/2019 |
| 9053   | 8/1/2018 - 7/31/2019 |
| 9055   | 8/1/2018 - 7/31/2019 |
| 9057   | 8/1/2018 - 7/31/2019 |
| 9064   | 8/1/2018 - 7/31/2019 |
| 9075   | 8/1/2018 - 7/31/2019 |
| 9078   | 8/1/2018 - 7/31/2019 |
| 9084   | 8/1/2018 - 7/31/2019 |
| 9085   | 8/1/2018 - 7/31/2019 |
| 9086   | 8/1/2018 - 7/31/2019 |
| 9087   | 8/1/2018 - 7/31/2019 |
| 9093   | 8/1/2018 - 7/31/2019 |
| 9095   | 8/1/2018 - 7/31/2019 |
| 9096   | 8/1/2018 - 7/31/2019 |
| 9097   | 8/1/2018 - 7/31/2019 |
| 9098   | 8/1/2018 - 7/31/2019 |
| 9099   | 8/1/2018 - 7/31/2019 |
| 9102   | 8/1/2018 - 7/31/2019 |
| 9104   | 8/1/2018 - 7/31/2019 |
| 9107   | 8/1/2018 - 7/31/2019 |
| 9113   | 8/1/2018 - 7/31/2019 |
| 9114   | 8/1/2018 - 7/31/2019 |
| 9119   | 8/1/2018 - 7/31/2019 |

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

|      |                      |
|------|----------------------|
| 7001 | 8/1/2018 - 7/31/2019 |
| 7200 | 8/1/2018 - 7/31/2019 |
| 7201 | 8/1/2019 - 7/31/2020 |
| 7300 | 8/1/2019 - 7/31/2020 |
| 7400 | 8/1/2019 - 7/31/2020 |
| 7401 | 8/1/2020 - 7/31/2021 |
| 7500 | 8/1/2020 - 7/31/2021 |
| 7600 | 8/1/2020 - 7/31/2021 |
| 7601 | 8/1/2021 - 7/31/2022 |
| 7700 | 8/1/2021 - 7/31/2022 |
| 7800 | 8/1/2021 - 7/31/2022 |
| 7801 | 8/1/2022 - 7/31/2023 |
| 7900 | 8/1/2022 - 7/31/2023 |
| 9200 | 8/1/2018 - 7/31/2019 |
| 9201 | 8/1/2019 - 7/31/2020 |
| 9300 | 8/1/2019 - 7/31/2020 |
| 9400 | 8/1/2019 - 7/31/2020 |
| 9401 | 8/1/2020 - 7/31/2021 |
| 9500 | 8/1/2020 - 7/31/2021 |
| 9600 | 8/1/2020 - 7/31/2021 |
| 9601 | 8/1/2021 - 7/31/2022 |
| 9700 | 8/1/2021 - 7/31/2022 |
| 9800 | 8/1/2021 - 7/31/2022 |
| 9801 | 8/1/2022 - 7/31/2023 |
| 9900 | 8/1/2022 - 7/31/2023 |

## SECTION F DELIVERABLES OR PERFORMANCE

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

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

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

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the



|                                  |                                     |                                      |                   |       |
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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) COR, Code 4.11.4.3.

(2) ACO, Code (Refer to Block 24 of the Basic Contract).

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

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

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

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

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

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

Deliverable Manager Code 4.11.4

Naval Air Warfare Center, Aircraft Division

17134 Webster Field Rd, B8185

St. Inigoes, MD 20684-4009

|                                  |                                     |                                      |                   |       |
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## SECTION G CONTRACT ADMINISTRATION DATA

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

### TYPE OF CONTRACT:

This is a cost plus fixed fee term (Level of Effort) task order, with cost reimbursable CLINs for ODCs and NSP for tech data.

11RA SYSTEM FOR AWARD MANAGEMENT (SAM) - The contractor must be registered in the System for Award Management (SAM) 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 Instructions

#### G-TXT-0001 - Payment Instructions (APR 2018)

| For Government Use Only   |                            |        |         |              |  |
|---|----------------------------|--------|---------|--------------|--|
| Contract/Order<br>Payment Clause  | Type of Payment<br>Request | Supply | Service | Construction | Payment Office<br>Allocation Method  |
| 52.212-4 (Alt I),<br>Contract Terms and<br>Conditions<br>—Commercial<br>Items | Cost Voucher               | X      | X       | N/A          | Line item specific<br>proration. If there is<br>more than one ACRN<br>within a deliverable line<br>or deliverable subline<br>item, the funds will be<br>allocated in the same<br>proportion as the<br>amount of funding<br>currently unliquidated<br>for each ACRN on the<br>deliverable line or<br>deliverable subline item<br>for which payment is<br>requested. |

|                                  |                                     |                                      |                   |       |
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|--|---|---|-----|-----|--|--|
| 52.216-7,<br>Allowable Cost and<br>Payment   |   |   |     |     |  | Line Item specific by<br>fiscal year. If there is<br>more than one ACRN<br>within a deliverable line<br>or deliverable subline |
|  |   |   |     |     |  |  |
| 52.232-7,<br>Payments under<br>Time-and-<br>Materials and<br>Labor-Hour<br>Contracts |   |   |     |     |  |  |
| 52.232-1,<br>Payments  | Navy Shipbuilding<br>Invoice (Fixed<br>Price) | X | N/A | N/A |  |  |

|                                  |                                     |                                      |                   |       |
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|---|---------|---|---|-----|---|
|   |         |   |   |     | <p>item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.</p>   |
| <p>52.232-1,<br/>Payments;</p> <p>52.232-2,<br/>Payments under<br/>Fixed-Price<br/>Research and<br/>Development<br/>Contracts;</p> <p>52.232-3,<br/>Payments under<br/>Personal Services<br/>Contracts;</p> | Invoice | X | X | N/A | <p>Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.</p> |

|                                  |                                     |                                      |                   |       |
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|---|---------------------------------|-----|-----|---|---|
| 52.232-4,<br>Payments under<br>Transportation<br>Contracts and<br>Transportation-<br>Related Services<br>Contracts; and |                                 |     |     |   |   |
| 52.232-6,<br>Payments under<br>Communication<br>Service Contracts<br>with Common<br>Carriers                            |                                 |     |     |   |   |
| 52.232-5,<br>Payments Under<br>Fixed-Price<br>Construction<br>Contracts   | Construction<br>Payment Invoice | N/A | N/A | X | Line Item specific by<br>fiscal year. If there is<br>more than one ACRN<br>within a deliverable line<br>or deliverable subline<br>item, the funds will be<br>allocated using the<br>oldest funds. In the<br>event of a deliverable<br>line or deliverable<br>subline item with two<br>ACRNs with the same<br>fiscal year, those<br>amounts will be prorated<br>to the available<br>unliquidated funds for |

|                                  |                                     |                                      |                   |       |
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|                                 |                   |   |   |     | that year.  |
| 52.232-16,<br>Progress Payments | Progress Payment* | X | X | N/A | Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3. |

|                                  |                                     |                                      |                   |       |
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|  |                            |   |   |     |  |
| 52.232-29, Terms for Financing of Purchases of Commercial Items; | Commercial Item Financing* | X | X | N/A | Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2). |

|                                  |                                     |                                      |                   |       |
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|--|--------------------------------|---|---|-----|---|
| 52.232-30,<br>Installment<br>Payments for<br>Commercial Items                    |                                |   |   |     |   |
| 52.232-32,<br>Performance-Based<br>Payments                                      | Performance-Based<br>Payments* | X | X | N/A | Specified in approved<br>payment. The<br>contracting officer shall<br>specify the amount to be<br>paid and the account(s)<br>to be charged for each<br>payment approval in<br>accordance with FAR<br>32.207(b)(2) and<br>32.1007(b)(2). |
| 252.232-7002,<br>Progress Payments<br>for Foreign Military<br>Sales Acquisitions | Progress Payment*              | X | X | N/A | Allocate costs among line<br>items and countries in a<br>manner acceptable to<br>the Administrative<br>Contracting Officer.   |



|                                  |                                     |                                      |                   |       |
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|  |  |  |  |  |  |
|--|--|--|--|--|--|

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

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

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

(e) WAWF methods of document submission. Document submissions may be via Web entry,

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Electronic Data Interchange, or File Transfer Protocol.

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

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

**Cost Voucher**

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

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

N/A

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

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

Routing Data Table\*

Field Name in WAWF Date to be entered in WAWF

Pay Official DoDAAC See Block 12 on TO Cover

Issue by DoDAAC N00421

Admin DoDAAC Block 6 of TO Cover

Inspect by DoDAAC N00019

Ship To Code N00019

Ship From Code Not Applicable

Mark For Code See Section F

Service Approver (DoDAAC) N00019

Service Acceptor (DoDAAC) N00019

Accept at Other DoDAAC Not Applicable

LPO DoDAAC Not Applicable

DCAA Auditor DoDAAC **HAA50W**

Other DoDAAC(s) Not Applicable

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

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

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

[heather.hooper@navy.mil](mailto:heather.hooper@navy.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

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

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

(a) The Contracting Officer has designated **Heather C. Hooper** as the authorized Contracting Officer's Representative (COR) and **Marvin N. Hanson** as the authorized Alternate Contracting Officer's Representative (ACOR) to perform the following functions, duties, and/or responsibilities:

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

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

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

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

d. manage contractor use of Government property;

e. perform production support, surveillance to assess compliance with contractual terms for schedule, cost and technical performance in the areas of design, development and production;

f. Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability

|                                  |                                     |                                      |                   |       |
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data control systems, configuration management, and independent research and development;

g. Review and evaluate for technical adequacy the contractor's logistics support, maintenance, and modification programs;

h. Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.

(2) Ensure contractor compliance with contractual quality assurance requirements

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

(b) The effective period of the COR designation is the period of performance of this contract.

#### **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 1,137,972 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 (zero) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 4,377 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

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prior to the expiration of the term, the Contractor shall notify the Task Order 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 Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

Fee Reduction = Fee\* (Required LOE - Expended LOE)/Required LOE

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order 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

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subcontractor information.

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

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

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

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

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

**\*See Section J, Attachment 012: Clause 5252.232-9104, Allotment of Funds.**

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

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

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

#### 5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the dollars per hour (based on the fixed fee divided by the level of effort in hours). Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

\*The table below details the fee dollars per hour which is derived by dividing the fee dollars by the total labor hours.

| Year   | Fee \$        | Hours      | Fee/Hour      |
|--------|---------------|------------|---------------|
| Base   | \$ [REDACTED] | [REDACTED] | \$ [REDACTED] |
| OY I   | \$ [REDACTED] | [REDACTED] | \$ [REDACTED] |
| OY II  | \$ [REDACTED] | [REDACTED] | \$ [REDACTED] |
| OY III | \$ [REDACTED] | [REDACTED] | \$ [REDACTED] |
| OY IV  | \$ [REDACTED] | [REDACTED] | \$ [REDACTED] |

#### 5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

|                                  |                                     |                                      |                   |       |
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(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

| Functions Retained  | Retained for Performance By: |
|---|------------------------------|
| FAR 42.302(a)(16), (30), (38), (40), (41), (42), (51), (58), (67) | COR                          |
| FAR 42.302(a)(51), DFARS 242.302(a)(67)                           | PCO                          |
|   |                              |
|   |                              |

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

| Additional Functions | Retained for Performance By: |
|----------------------|------------------------------|
| None                 |                              |
|                      |                              |
|                      |                              |
|                      |                              |

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

Accounting Data

| SLINID  | PR Number  | Amount     |
|---|------------|------------|
| 700001  | 1300708895 | 199999.00  |
| LLA :   |            |            |
| AA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004490440 |            |            |
| CIN # 130070889500001                                     |            |            |
| 900001  | 1300708895 | 1.00       |
| LLA :   |            |            |
| AA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004490440 |            |            |
| CIN # 130070889500001                                     |            |            |
| BASE Funding 200000.00                                    |            |            |
| Cumulative Funding 200000.00                              |            |            |
| MOD P00001  |            |            |
| 700002  | 1300728931 | 2490000.00 |
| LLA :   |            |            |
| AW 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004616736 |            |            |
| CIN #: 130072893100001                                    |            |            |



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|   |            |           |
|---|------------|-----------|
| 700401  | 1300727118 | 997819.24 |
| LLA :   |            |           |
| BK 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004605411             |            |           |
| CIN #: 130072711800001  |            |           |
| 700402  | 1300727118 | 161000.00 |
| LLA :   |            |           |
| BL 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004605411             |            |           |
| CIN #: 130072711800002  |            |           |
| 700501  | 1300727118 | 121055.40 |
| LLA :   |            |           |
| BM 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004605411             |            |           |
| CIN #: 130072711800004  |            |           |
| 700502  | 1300727118 | 47968.01  |
| LLA :   |            |           |
| BN 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004605411             |            |           |
| CIN #: 130072711800005  |            |           |
| 700601  | 1300727118 | 259000.00 |
| LLA :   |            |           |
| BP 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004605411             |            |           |
| CIN #: 130072711800006  |            |           |
| 700701  | 1300727118 | 5024.00   |
| LLA :   |            |           |
| BQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A50004605411             |            |           |
| CIN #: 130072711800007  |            |           |
| 700801  | 1300727113 | 35000.00  |
| LLA :   |            |           |
| AX 5773080 1773 2CY 83730 0 F4240A 63 720280 59F387700 387700         |            |           |
| CIN #: 130072711300001  |            |           |
| MIPR #: F1ATNW6336GW02  |            |           |
| 700901  | 1300727113 | 23808.00  |
| LLA :   |            |           |
| AY 5783400 3087 826 W6X02 1 014430 02 1131F3 87700F87700E SP7C 387700 |            |           |
| CIN #: 130072711300002  |            |           |
| MIPR #: F3UT627311GW01  |            |           |
| 701001  | 1300727113 | 68000.00  |
| LLA :   |            |           |
| AZ 1771319 M7AA 251 67854 067443 2D C22720 8RCR7054463I               |            |           |
| CIN #: 130072711300004  |            |           |
| DOC #: M9545018RCR7054  |            |           |
| 701101  | 1300727118 | 5000.00   |
| LLA :   |            |           |
| BR 97X4930 NH2A 251 77777 0 050120 2F 000000 A60004605411             |            |           |
| CIN #: 130072711800008  |            |           |
| 701201  | 1300727118 | 10000.00  |
| LLA :   |            |           |
| BS 97X4930 NH2A 251 77777 0 050120 2F 000000 A70004605411             |            |           |
| CIN #: 130072711800009  |            |           |
| 701301  | 1300727118 | 5000.00   |
| LLA :   |            |           |
| BT 97X4930 NH2A 251 77777 0 050120 2F 000000 A80004605411             |            |           |
| CIN #: 130072711800010  |            |           |
| 701401  | 1300727118 | 40000.00  |
| LLA :   |            |           |
| BU 97X4930 NH2A 251 77777 0 050120 2F 000000 A90004605411             |            |           |
| CIN #: 130072711800011  |            |           |
| 701501  | 1300727118 | 40000.00  |
| LLA :   |            |           |

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BV 97X4930 NH2A 251 77777 0 050120 2F 000000 B00004605411  
CIN #: 130072711800012

701601 1300727118 67000.00  
LLA :  
BW 97X4930 NH2A 251 77777 0 050120 2F 000000 B10004605411  
CIN #: 130072711800013

701701 1300727118 20000.00  
LLA :  
BX 97X4930 NH2A 251 77777 0 050120 2F 000000 B20004605411  
CIN #: 130072711800014

701801 1300727118 10000.00  
LLA :  
BY 97X4930 NH2A 251 77777 0 050120 2F 000000 B30004605411  
CIN #: 130072711800015

701901 1300727118 12427.44  
LLA :  
BZ 97X4930 NH2A 251 77777 0 050120 2F 000000 B40004605411  
CIN #: 130072711800016

702001 1300727118 175000.00  
LLA :  
CA 97X4930 NH2A 251 77777 0 050120 2F 000000 B50004605411  
CIN #: 130072711800017

702101 1300727113 152000.00  
LLA :  
BA 9780100 56SF SC8 52SPM R PRST01 57 815017 417387700F87 700 387700  
CIN #: 130072711300005  
MIPR #: F2VUF08128GW01

702201 1300727113 300000.00  
LLA :  
BB 9780100 56SF SC8 52SPK C FSOL01 80 903017 417387700F87 700ESPST 387700  
CIN #: 130072711300006  
MIPR #: F2VUF08134GW01

702301 1300727113 16000.00  
LLA :  
BC 9780100 4801 FSN 78803 S IOQX1G XX XX0089 25146100100 078803  
CIN #: 130072711300007  
MIPR #: NSIFG27290GS01

702401 1300727118 40000.00  
LLA :  
CB 97X4930 NH2A 251 77777 0 050120 2F 000000 B60004605411  
CIN #: 130072711800018

702501 1300727113 40000.00  
LLA :  
BD 1781109 4747 251 67854 067443 2D 474700 8RC848061121  
CIN #: 130072711300008  
MIPR #: M9545018RC84806

702601 1300727118 100134.00  
LLA :  
CC 97X4930 NH2A 251 77777 0 050120 2F 000000 B70004605411  
CIN #: 130072711800020

702701 1300727118 50000.00  
LLA :  
CD 97X4930 NH2A 251 77777 0 050120 2F 000000 B80004605411  
CIN #: 130072711800021

702801 1300727118 5000.00  
LLA :  
CE 97X4930 NH2A 251 77777 0 050120 2F 000000 B90004605411

|                                  |                                     |                                      |                   |       |
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CIN #: 130072711800023

702901 1300727118 5000.00

LLA :

CF 97X4930 NH2A 251 77777 0 050120 2F 000000 C00004605411

CIN #: 130072711800024

703001 1300727118 10000.00

LLA :

CG 97X4930 NH2A 251 77777 0 050120 2F 000000 C10004605411

CIN #: 130072711800025

703101 1300727113 65043.00

LLA :

BE 97X4930 NE1L 000 77777 0 040080 2F 000000 VARIOUS6R227

CIN #: 130072711300010

DOC #: N4008016RCPW227

703201 1300727118 70000.00

LLA :

CH 97X4930 NH2A 251 77777 0 050120 2F 000000 C20004605411

CIN #: 130072711800026

703301 1300727113 15000.00

LLA :

BF 2182065 A183 C12 1G67V C ST251G 00 111612 99S005660210 040089039 021001

CIN #: 130072711300011

MIPR #: 11161299

703401 1300727113 25000.00

LLA :

BG 2182065 A183 C12 1G67V C ST251K 00 111798 250040089039 021001

CIN #: 130072711300012

MIPR #: 11179825

703501 1300727118 5000.00

LLA :

CJ 97X4930 NH2A 251 77777 0 050120 2F 000000 C30004605411

CIN #: 130072711800028

703601 1300727118 20647.13

LLA :

CK 97X4930 NH2A 251 77777 0 050120 2F 000000 D00004605411

CIN #: 130072711800029

703701 1300727118 5000.00

LLA :

CL 97X4930 NH2A 251 77777 0 050120 2F 000000 C90004605411

CIN #: 130072711800030

703801 1300727609 5000.00

LLA :

AB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004608552

CIN #130072760900001

703901 1300727609 115000.00

LLA :

AC 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004608552

CIN #: 130072760900002

704001 1300727609 162500.00

LLA :

AD 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004608552

CIN #: 130072760900003

704101 1300727609 15000.00

LLA :

AE 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004608552

CIN #: 130072760900004

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704201 1300727609 11992.30

LLA :

AF 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004608552

CIN #: 130072760900005

704301 1300727609 5060.00

LLA :

AG 97X4930 NH2A 251 77777 0 050120 2F 000000 A50004608552

CIN #: 130072760900006

704401 1300727609 40000.86

LLA :

AH 97X4930 NH2A 251 77777 0 050120 2F 000000 A60004608552

CIN #: 130072760900007

704501 1300727609 6000.00

LLA :

AJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A70004608552

CIN #: 130072760900008

704601 1300727609 160000.00

LLA :

AK 97X4930 NH2A 251 77777 0 050120 2F 000000 A80004608552

CIN #: 130072760900009

704701 1300727609 25000.00

LLA :

AL 97X4930 NH2A 251 77777 0 050120 2F 000000 A90004608552

CIN #: 130072760900010

704801 1300727609 8000.00

LLA :

AM 97X4930 NH2A 251 77777 0 050120 2F 000000 B00004608552

CIN #: 130072760900011

704901 1300727609 52000.00

LLA :

AN 97X4930 NH2A 251 77777 0 050120 2F 000000 B10004608552

CIN #: 130072760900012

705001 1300727113 15000.00

LLA :

BH 2182020 A2AF K13 1039Q P SM252G 00 111729 010000100117 13 021001

CIN #: 130072711300013

MIPR #: 11172901

705101 1300727113 130000.00

LLA :

BJ 9780100 56SF SC8 52S4R A 4RIS01 56 900013 432387700F87 700ESPST 387700

CIN #: 130072711300015

MIPR #: F2VUR08120GW02

705201 1300727609 30000.00

LLA :

AP 97X4930 NH2A 251 77777 0 050120 2F 000000 B20004608552

CIN #: 130072760900014

705301 1300727609 10000.00

LLA :

AQ 97X4930 NH2A 251 77777 0 050120 2F 000000 B30004608552

CIN #: 130072760900015

705401 1300727609 12000.00

LLA :

AR 97X4930 NH2A 251 77777 0 050120 2F 000000 B40004608552

CIN #: 130072760900016

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|   |            |           |
|---|------------|-----------|
| 705501  | 1300727609 | 40000.00  |
| LLA :   |            |           |
| AS 97X4930 NH2A 251 77777 0 050120 2F 000000 B50004608552             |            |           |
| CIN # : 130072760900017   |            |           |
|   |            |           |
| 705601  | 1300727609 | 20000.00  |
| LLA :   |            |           |
| AT 97X4930 NH2A 251 77777 0 050120 2F 000000 B60004608552             |            |           |
| CIN # : 130072760900019   |            |           |
|   |            |           |
| 705701  | 1300727609 | 100000.00 |
| LLA :   |            |           |
| AU 97X4930 NH2A 251 77777 0 050120 2F 000000 B70004608552             |            |           |
| CIN # : 130072760900020   |            |           |
|   |            |           |
| 705801  | 1300727609 | 68530.77  |
| LLA :   |            |           |
| AV 97X4930 NH2A 251 77777 0 050120 2F 000000 B80004608552             |            |           |
| CIN # : 130072760900022   |            |           |
|   |            |           |
| 900002  | 1300728931 | 10000.00  |
| LLA :   |            |           |
| AW 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004616736             |            |           |
| CIN # : 130072893100002   |            |           |
|   |            |           |
| 900401  | 1300727118 | 2000.00   |
| LLA :   |            |           |
| BL 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004605411             |            |           |
| CIN # : 130072711800003   |            |           |
|   |            |           |
| 900901  | 1300727113 | 5000.00   |
| LLA :   |            |           |
| AY 5783400 3087 826 W6X02 1 014430 02 1131F3 87700F87700E SP7C 387700 |            |           |
| CIN # : 130072711300003   |            |           |
| MIPR # : F3UT627311GW01   |            |           |
|   |            |           |
| 902401  | 1300727118 | 2000.00   |
| LLA :   |            |           |
| CB 97X4930 NH2A 251 77777 0 050120 2F 000000 B60004605411             |            |           |
| CIN # : 130072711800019   |            |           |
|   |            |           |
| 902501  | 1300727113 | 2000.00   |
| LLA :   |            |           |
| BD 1781109 4747 251 67854 067443 2D 474700 8RC848061121               |            |           |
| CIN # : 130072711300009   |            |           |
| MIPR # : M9545018RC84806  |            |           |
|   |            |           |
| 902701  | 1300727118 | 2000.00   |
| LLA :   |            |           |
| CD 97X4930 NH2A 251 77777 0 050120 2F 000000 B80004605411             |            |           |
| CIN # : 130072711800022   |            |           |
|   |            |           |
| 903201  | 1300727118 | 2000.00   |
| LLA :   |            |           |
| CH 97X4930 NH2A 251 77777 0 050120 2F 000000 C20004605411             |            |           |
| CIN # : 130072711800027   |            |           |
|   |            |           |
| 904901  | 1300727609 | 1641.68   |
| LLA :   |            |           |
| AN 97X4930 NH2A 251 77777 0 050120 2F 000000 B10004608552             |            |           |
| CIN # : 130072760900013   |            |           |
|   |            |           |
| 905001  | 1300727113 | 8000.00   |
| LLA :   |            |           |
| BH 2182020 A2AF K13 1039Q P SM252G 00 111729 010000100117 13 021001   |            |           |
| CIN # : 130072711300014   |            |           |
| MIPR # : 11172901   |            |           |
|   |            |           |
| 905501  | 1300727609 | 1500.00   |
| LLA :   |            |           |

|                                  |                                     |                                      |                   |       |
|----------------------------------|-------------------------------------|--------------------------------------|-------------------|-------|
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AS 97X4930 NH2A 251 77777 0 050120 2F 000000 B50004608552  
CIN #: 130072760900018

905701 1300727609 10000.00  
LLA :  
AU 97X4930 NH2A 251 77777 0 050120 2F 000000 B70004608552  
CIN #: 130072760900021

MOD P00001 Funding 6594151.83  
Cumulative Funding 6794151.83

MOD P00002

706401 1300731419 150635.20  
LLA :  
CM 2182020 A8KE E14 1209J D JT257F 00 112112 61S005205260 63 021001  
CIN #: 130073141900002  
MIPR #: 11211261

706501 1300731419 50000.00  
LLA :  
CN 5783400 3081 2J6 G642E 3 010000 55 7ZZ211 10F503000F03 000FSR002904PSR18618 503000  
CIN #: 130073141900004  
MIPR #: F3LPAA8165G001

706601 1300731419 5000.00  
LLA :  
CP 9780300 56SA 0SQ 73231 5 604B00 00 031E18 28400MIPR8FD AV181628L4009 018001  
CIN #: 130073141900005  
MIPR #: MIPR8FDAV18162

706901 1300731419 23183.83  
LLA :  
CQ 9780100 74D7 253 00741 056521 2D XC4010 000748YC4JWQ  
CIN #: 130073141900006  
DOC #: N0007418RXC4010

707201 1300731419 8000.00  
LLA :  
CR 9780100 56SF SC8 52S42 5 4LRB01 54 900012 174387700F87 700 387700  
CIN #: 130073141900007  
MIPR #: F2VUR08142GW01

707501 1300731419 15000.00  
LLA :  
CS 1781804 52FM 254 00520 056521 2D STP1CH 69718RC001KE  
CIN #: 130073141900008  
DOC #: N0969718RC001KE

707701 1300731419 20000.00  
LLA :  
CT 2182020 A94H H14 2213J D JT257F 00 112027 01S005241718 06 021001  
CIN #: 130073141900010  
MIPR #: 11202701

707901 1300731419 46837.98  
LLA :  
CU 1781109 4634 310 67854 067443 2D 463400 8RC84693111R  
CIN #: 130073141900011  
DOC #: M9545018RC84693

708001 1300731419 70498.76  
LLA :  
CV 1781106 1A1A 260 67898 067443 2D M44000 00018WX00111  
CIN #: 130073141900012

|                                  |                                     |                                      |                   |       |
|----------------------------------|-------------------------------------|--------------------------------------|-------------------|-------|
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DOC #: M9400018WX00111

708101 1300731419 884697.48

LLA :

CW 5783400 3087 826 W6X02 1 014400 02 1131F3 87700F87700E SP7C 387700

CIN #: 130073141900013

MIPR #: F3UTA68127GW02

708201 1300731419 588344.00

LLA :

CX 5783400 3087 827 W6Y03 0 016376 02 1131F3 87700F87700E SP7C 387700

CIN #: 130073141900014

MIPR #: F3UUCA8123GW01

708301 1300731419 32296.16

LLA :

CY 5773600 2976 045 67702 7 31007F 81 904 659900

CIN #: 130073141900015

MIPR #: NMM18601007

708401 1300731419 456459.76

LLA :

CZ 5783840 5884 1TF 16422 0 014430 05 3111F3 87700F87700 387700

CIN #: 130073141900016

MIPR #: F9WFC47283GW01-02

708501 1300731419 75000.00

LLA :

DA 9780100 4801 FSN 78803 S IOQX1G XX XX0089 25141720100 078803

CIN #: 130073141900017

MIPR #: NSIFG28053GS01

900801 1300731419 3000.00

LLA :

AX 5773080 1773 2CY 83730 0 F4240A 63 720280 59F387700 387700

CIN #: 130073141900001

MIPR #: F1ATNW6336GW02

906401 1300731419 20000.00

LLA :

CM 2182020 A8KE E14 1209J D JT257F 00 112112 61S005205260 63 021001

CIN #: 130073141900003

MIPR #: 11211261

907501 1300731419 2500.00

LLA :

CS 1781804 52FM 254 00520 056521 2D STP1CH 69718RC001KE

CIN #: 130073141900009

DOC #: N0969718RC001KE

908501 1300731419 3500.00

LLA :

DA 9780100 4801 FSN 78803 S IOQX1G XX XX0089 25141720100 078803

CIN #: 130073141900018

MIPR #: NSIFG28053GS01

MOD P00002 Funding 2454953.17

Cumulative Funding 9249105.00

MOD P00003

700902 1300732625 58000.00

LLA :

AY 5783400 3087 826 W6X02 1 014430 02 1131F3 87700F87700E SP7C 387700

CIN #: 130073262500002

|                                  |                                     |                                      |                   |       |
|----------------------------------|-------------------------------------|--------------------------------------|-------------------|-------|
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MIPR #: F3UT627311GW01

701802 1300732625 25000.00

LLA :

DC 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004640354

CIN #: 130073262500005

701902 1300732625 6518.74

LLA :

DB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004640354

CIN #: 130073262500004

703002 1300732625 60000.00

LLA :

DD 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004640354

CIN #: 130073262500006

703402 1300732625 40000.00

LLA :

BG 2182065 A183 C12 1G67V C ST251K 00 111798 250040089039 021001

CIN #: 130073262500001

MIPR #: 11179825

704102 1300732625 21328.86

LLA :

DE 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004640354

CIN #: 130073262500007

704202 1300732625 5000.00

LLA :

DF 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004640354

CIN #: 130073262500008

704802 1300732625 25000.00

LLA :

DG 97X4930 NH2A 251 77777 0 050120 2F 000000 A50004640354

CIN #: 130073262500009

900902 1300732625 15000.00

LLA :

AY 5783400 3087 826 W6X02 1 014430 02 1131F3 87700F87700E SP7C 387700

CIN #: 130073262500003

MIPR #: F3UT627311GW01

MOD P00003 Funding 255847.60

Cumulative Funding 9504952.60

MOD P00004

706101 1300731478 15000.00

LLA :

DJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004632954

CIN #: 130073147800002

706201 1300731478 170000.00

LLA :

DK 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004632954

CIN #: 130073147800003

706301 1300731478 6890.22

LLA :

DL 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004632954

CIN #: 130073147800004

706701 1300731478 5012.82

LLA :

DM 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004632954

CIN #: 130073147800005



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706801 1300731478 30000.00

LLA :

DN 97X4930 NH2A 251 77777 0 050120 2F 000000 A50004632954

CIN #: 130073147800006

707001 1300731478 6759.36

LLA :

DP 97X4930 NH2A 251 77777 0 050120 2F 000000 A60004632954

CIN #: 130073147800007

707101 1300731478 10000.08

LLA :

DQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A70004632954

CIN #: 130073147800008

707301 1300731478 172952.18

LLA :

DR 97X4930 NH2A 251 77777 0 050120 2F 000000 A80004632954

CIN #: 130073147800009

707401 1300731478 15000.00

LLA :

DS 97X4930 NH2A 251 77777 0 050120 2F 000000 A90004632954

CIN #: 130073147800010

707601 1300731478 47306.63

LLA :

DT 97X4930 NH2A 251 77777 0 050120 2F 000000 B00004632954

CIN #: 130073147800011

707801 1300731478 45000.00

LLA :

DU 97X4930 NH2A 251 77777 0 050120 2F 000000 B10004632954

CIN #: 130073147800012

902601 1300731478 1000.00

LLA :

DH 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004632954

CIN# 130073147800001

MOD P00004 Funding 524921.29

Cumulative Funding 10029873.89

MOD P00005

709401 1300736665 50000.00

LLA :

DV 1781810 V7YC 310 57007 068892 2D CXYC04 570078PYCP5W

CIN #: 130073666500001

DOC #: N5700718RCXYC04

MOD P00005 Funding 50000.00

Cumulative Funding 10079873.89

MOD P00006

708101 1300731419 (884697.48)

LLA :

CW 5783400 3087 826 W6X02 1 014400 02 1131F3 87700F87700E SP7C 387700

CIN #: 130073141900013

MIPR #: F3UTA68127GW02

MOD P00006 Funding -884697.48

Cumulative Funding 9195176.41

MOD P00007

|                                  |                                     |                                      |                   |       |
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701002 1300738638 135333.88

LLA :

AZ 1771319 M7AA 251 67854 067443 2D C22720 8RCR7054463I

CIN Number: 130073863800001

Document Number: M9545018RCR7054

702202 1300738638 92721.63

LLA :

BB 9780100 56SF SC8 52SPK C FSOL01 80 903017 417387700F87 700ESPST 387700

CIN Number: 130073863800003

MIPR Number: F2VUF08134GW01

703802 1300738810 59500.00

LLA :

EG 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004678013

CIN Number: 130073881000001

705102 1300738638 36000.00

LLA :

BJ 9780100 56SF SC8 52S4R A 4RIS01 56 900013 432387700F87 700ESPST 387700

CIN Number: 130073863800005

MIPR Number: F2VUR08120GW02

705302 1300738810 13416.50

LLA :

EH 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004678013

CIN Number: 130073881000003

705402 1300738810 15000.00

LLA :

EJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004678013

CIN Number: 130073881000005

705901 1300740717 10000.00

LLA :

ES 1781804 4A4A 251 00019 0 050120 2D 000000 A00004689900

CIN Number: 130074071700001

706001 1300378810 3500.00

LLA :

ER 97X4930 NH2A 251 77777 0 050120 2F 000000 A90004678013

CIN Number: 130037881000016

708002 1300738638 50000.00

LLA :

CV 1781106 1A1A 260 67898 067443 2D M44000 00018WX00111

CIN Number: 130073863800007

Document Number: M9400018WX00111

708402 1300738638 115500.00

LLA :

CZ 5783840 5884 1TF 16422 0 014430 05 3111F3 87700F87700 387700

CIN Number: 130073863800008

MIPR Number: F9WFC47283GW01-02

708601 1300738638 68003.00

LLA :

DW 5783400 3088 003 1W420 2 014394 02 7410F3 87700F87700 387700

CIN Number: 130073863800010

MIPR Number: F3NF438192GW01

708701 1300738638 37843.51

LLA :

DX 9780100 34HQ 030 2199B R CSNENC 18 181801 0034HQNEPRGD TRA252HDTRA1825866040 044315

CIN Number: 130073863800012

MIPR Number: HDTRA1825866

708801 1300738638 399432.80

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|----------------------------------|-------------------------------------|--------------------------------------|-------------------|-------|
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LLA :

DY 9780100 56SF SC8 52SPN Z NSCV01 57 815017 417387700F87 700 387700

CIN Number: 130073863800014

MIPR Number: F2VUF07293GW01-01

708901 1300738638 60000.00

LLA :

DZ 9780100 74D7 257 00741 056521 2D XSB030 000748XSBN8P

CIN Number: 130073863800015

Document Number: N0007418RXSB030

709001 1300738810 60000.00

LLA :

EL 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004678013

CIN Number: 130073881000007

709101 1300738638 30200.00

LLA :

EA 9780100 1212 505 00000 0 257G9J AA 970121 95DJAM18A360 012195

CIN Number: 130073863800016

MIPR Number: DJAM18A360

709201 1300738638 55000.00

LLA :

EB 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0017Q

CIN Number: 130073863800017

Document Number: N0024218RC0017Q

709301 1300738810 50000.00

LLA :

EM 97X4930 NH2A 251 77777 0 050120 2F 000000 A50004678013

CIN Number: 130073881000008

709501 1300738810 80000.00

LLA :

EN 97X4930 NH2A 251 77777 0 050120 2F 000000 A60004678013

CIN Number: 130073881000010

709601 1300738810 16500.00

LLA :

EP 97X4930 NH2A 251 77777 0 050120 2F 000000 A70004678013

CIN Number: 130073881000012

709701 1300738638 99500.00

LLA :

EC 2162035 A5XA IB5 8601A F PMC310 70 010789 628A00112384 4162 021001

CIN Number: 130073863800018

MIPR Number: 10789628

709801 1300738638 299500.00

LLA :

ED 2182035 A5XA IB5 8601A F PMC310 70 011140 603A00112384 4182 021001

CIN Number: 130073863800020

MIPR Number: 11140603

709901 1300738810 69500.00

LLA :

EQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A80004678013

CIN Number: 130073881000014

710101 1300738638 5000.00

LLA :

EE 5783400 3081 2DC G6420 0 016377 22 1110F3 87700F87700 387700

CIN Number: 130073863800022

MIPR Number: F1ATE08198GW01

710201 1300738638 246622.00

LLA :

|                                  |                                     |                                      |                   |       |
|----------------------------------|-------------------------------------|--------------------------------------|-------------------|-------|
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EF 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0037Q  
CIN Number: 130073863800023  
Document Number: N0024218RC0037Q

901001 1300738638 7395.30

LLA :  
AZ 1771319 M7AA 251 67854 067443 2D C22720 8RCR7054463I  
CIN Number: 130073863800002  
Document Number: M9545018RCR7054

902201 1300738638 5000.00

LLA :  
BB 9780100 56SF SC8 52SPK C FSOL01 80 903017 417387700F87 700ESPST 387700  
CIN Number: 130073863800004  
MIPR Number: F2VUF08134GW01

903801 1300738810 500.00

LLA :  
EG 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004678013  
CIN Number: 130073881000002

905101 1300738638 2098.92

LLA :  
BJ 9780100 56SF SC8 52S4R A 4RIS01 56 900013 432387700F87 700ESPST 387700  
CIN Number: 130073863800006  
MIPR Number: F2VUR08120GW02

905301 1300738810 1500.00

LLA :  
EH 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004678013  
CIN Number: 130073881000004

907801 1300738810 200.00

LLA :  
EK 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004678013  
CIN Number: 13007881000006

908401 1300738638 500.00

LLA :  
CZ 5783840 5884 1TF 16422 0 014430 05 3111F3 87700F87700 387700  
CIN Number: 130073863800009  
MIPR Number: F9WFC47283GW01-02

908601 1300738638 20000.00

LLA :  
DW 5783400 3088 003 1W420 2 014394 02 7410F3 87700F87700 387700  
CIN Number: 130073863800011  
MIPR Number: F3NF438192GW01

908701 1300738638 5000.00

LLA :  
DX 9780100 34HQ 030 2199B R CSNENC 18 181801 0034HQNEPRGD TRA252HDTRA1825866040 044315  
CIN Number: 130073863800013  
MIRP Number: HDTRA1825866

909301 1300738810 5000.00

LLA :  
EM 97X4930 NH2A 251 77777 0 050120 2F 000000 A50004678013  
CIN Number: 130073881000009

909501 1300738810 4000.00

LLA :  
EN 97X4930 NH2A 251 77777 0 050120 2F 000000 A60004678013  
CIN Number: 130073881000011

909601 1300738810 2000.00

LLA :  
EP 97X4930 NH2A 251 77777 0 050120 2F 000000 A70004678013  
CIN Number: 130073881000013

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909701 1300738638 500.00  
 LLA :  
 EC 2162035 A5XA IB5 8601A F PMC310 70 010789 628A00112384 4162 021001  
 CIN Number: 130073863800019  
 MIPR Number: 10789628

909801 1300738638 500.00  
 LLA :  
 ED 2182035 A5XA IB5 8601A F PMC310 70 011140 603A00112384 4182 021001  
 CIN Number: 130073863800021  
 MIPR Number: 11140603

909901 1300738810 500.00  
 LLA :  
 EQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A80004678013  
 CIN Number: 130073881000015

910201 1300738638 5353.00  
 LLA :  
 EF 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0037Q  
 CIN Number: 130073863800024  
 Document Number: N0024218RC0037Q

MOD P00007 Funding 2168120.54  
 Cumulative Funding 11363296.95

MOD P00008

700802 1300741268 35000.00  
 LLA :  
 AX 5773080 1773 2CY 83730 0 F4240A 63 720280 59F387700 387700  
 CIN Number: 130074126800001  
 MIPR Number: F1ATNW6336GW02-01

709202 1300741268 150000.00  
 LLA :  
 EB 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0017Q  
 CIN Number: 130074126800009  
 Document Number: N0024218RC0017Q-01

709602 1300742685 49298.08  
 LLA :  
 FC 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004704955  
 CIN Number: 130074268500005

710001 1300741268 352560.00  
 LLA :  
 ET 9780100 56SF SC8 52SPK C FSOL01 57 815017 417387700F87 700ESPST 387700  
 CIN Number: 130074126800002  
 MIPR Number: F2VUF08134GW01-01

710301 1300741268 201240.00  
 LLA :  
 EU 9780100 56SF SC8 52SPF L MRAP01 57 815017 417387700F87 700ESPST 387700  
 CIN Number: 130074126800003  
 MIPR Number: F2VUF08039GW01-01

710401 1300741268 50000.00  
 LLA :  
 EV 9780100 56SA 050 50170 1 3453S5 00 0257G5 8HBXSMIPR8FD AVHB042HBXS58 031007  
 CIN Number: 130074126800004  
 MIPR Number: MIPR8F04VHB042

710501 1300741268 30000.00

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LLA :  
EW 9780300 56SF SD8 52SN2 2 899BN7 56 160000 0F387700F877 00 387700  
CIN Number: 130074126800006  
MIPR Number: F2VUE28219GW02

710601 1300741268 100000.00

LLA :  
EX 5783400 3087 848 32J71 0 015066 03 5208F3 87700F87700 387700  
CIN Number: 130074126800007  
MIPR Number: F2QF557345GW01

710701 1300742685 77906.98

LLA :  
EZ 5783400 3081 59D A00C2 B 015686 0C 3924F3 87700F87700 387700  
CIN Number: 130074268500001  
MIPR Number: F1AT2S8172GW01

710801 1300741268 14494.00

LLA :  
EY 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0067Q  
CIN Number: 130074126800008  
Document Number: N0024218RC0067Q

710901 1300742685 10107.97

LLA :  
FA 1781804 22M1 233 6308P 056521 2D CKT067 630828KKCOMN  
CIN Number: 130074268500003  
Document Number: N6308218RCKT067

711001 1300742685 50000.00

LLA :  
FB 1781804 52FM 255 00520 056521 2D RMM4CJ 24618RC0017Q  
CIN Number: 130074268500004  
Document Number: N0024618RC0017Q

910401 1300741268 5000.00

LLA :  
EV 9780100 56SA 050 50170 1 3453S5 00 0257G5 8HBXSMIPR8FD AVHB042HBXS58 031007  
CIN Number: 130074126800005  
MIPR Number: MIPR8FDAVHB042

910701 1300742685 10000.00

LLA :  
EZ 5783400 3081 59D A00C2 B 015686 0C 3924F3 87700F87700 387700  
CIN Number: 130074268500002  
MIPR Number: F1AT2S8172GW01

MOD P00008 Funding 1135607.03  
Cumulative Funding 12498903.98

MOD P00009

700003 1300744286 773873.19

LLA :  
FD 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004715833  
CIN #: 130074428600001

700004 1300744287 1105189.14

LLA :  
FE 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004715834  
CIN #: 130074428700001

701602 1300741270 44500.00

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LLA :  
FJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004695058  
CIN #: 130074127000004

702602 1300741270 100312.22

LLA :  
FG 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004695058  
CIN #: 130074127000002

707602 1300741270 108838.22

LLA :  
FF 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004695058  
CIN #: 130074127000001

711101 1300741270 250035.25

LLA :  
FH 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004695058  
CIN #: 130074127000003

711201 1300741270 10000.00

LLA :  
FK 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004695058  
CIN #: 130074127000006

901601 1300741270 500.00

LLA :  
FJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004695058  
CIN #: 130074127000005

MOD P00009 Funding 2393248.02  
Cumulative Funding 14892152.00

MOD P00010

711401 1300750025 13000.00

LLA :  
FL 5783600 298E TLA 64383 3 3G6DUX 50 661C31 64F503000F03 000CSNADPECRFSR051105 503000  
CIN Number: 130075002500001  
MIPR Number: F2TSJA8225G002

711501 1300750025 86269.99

LLA :  
FN 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004773087  
CIN Number: 130075002500004

900003 1300750025 7500.00

LLA :  
FM 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004773087  
CIN Number: 130075002500003

911401 1300750025 1500.00

LLA :  
FL 5783600 298E TLA 64383 3 3G6DUX 50 661C31 64F503000F03 000CSNADPECRFSR051105 503000  
CIN Number: 130075002500002  
MIPR Number: F2TSJA8225G002

MOD P00010 Funding 108269.99  
Cumulative Funding 15000421.99

MOD P00011 Funding 0.00  
Cumulative Funding 15000421.99

MOD P00012

700005 130075614400003 2000000.00

LLA :  
FP 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004821014

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700803 130075614400001 10000.00

LLA :

AX 5773080 1773 2CY 83730 0 F4240A 63 720280 59F387700 387700

MIPR #F1ATNW6336GW02

704702 130075614400004 15001.48

LLA :

FQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004821014

710502 130075614400002 72796.01

LLA :

EW 9780300 56SF SD8 52SN2 2 899BN7 56 160000 0F387700F877 00 387700

MIPR #F2VUE28219GW02

711301 130075614400005 25000.00

LLA :

FR 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004821014

711601 130075614400007 10000.00

LLA :

FS 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004821014

711701 130075614400008 10000.00

LLA :

FT 97X4930 NH2A 251 77777 0 050120 2F 000000 A40004821014

911301 130075614400006 10000.00

LLA :

FR 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004821014

MOD P00012 Funding 2152797.49

Cumulative Funding 17153219.48

MOD P00013

711801 130076196000001 13000.00

LLA :

FU 9780300 56SF SD8 52S42 4 QU8AN6 36 020000 0F387700F877 00 387700

MIPR #F2VUR08164GW01

711901 130076196000002 30000.00

LLA :

FV 1771109 4747 310 67854 067443 2D 4747SB 8RC701204622

DOC #M9545018RC70120

712001 130076196000004 32000.00

LLA :

FW 9790100 5600 X49 52S4N 6 4MPCGS ST EJN656 900012174387 700F87700 387700

MIPR #F2VUR08304GW03

712101 130076196000005 4200.00

LLA :

FX 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004859736

712201 130076196000008 10000.00

LLA :

FZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004859736

712301 130076196000007 20000.00

LLA :

GA 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004859736

712401 130076196000008 15000.00

LLA :

FZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A30004859736

911901 130076196000003 15000.00

LLA :

FV 1771109 4747 310 67854 067443 2D 4747SB 8RC701204622



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Doc #M9545018RC70120

MOD P00013 Funding 139200.00  
Cumulative Funding 17292419.48

MOD P00014 Funding 0.00  
Cumulative Funding 17292419.48

MOD P00015 Funding 0.00  
Cumulative Funding 17292419.48

MOD P00016

702502 130076495200002 40000.00  
LLA :  
BD 1781109 4747 251 67854 067443 2D 474700 8RC848061121  
MIPR #M9545018RC84806

712501 130076495200001 10854.34  
LLA :  
GB 9780300 56SF SD8 52S42 4 PX8AN6 36 020000 0F387700F877 00 387700  
MIPR #F2VUR08037GW01-02

MOD P00016 Funding 50854.34  
Cumulative Funding 17343273.82

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All the clauses of Section H of the Seaport-Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

### **H-1 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL NAVAIR 5252.242-9515 (VARIATION) (JUNE 2017)**

(a) During the performance of this task order it may be necessary for the contractor to procure material to immediately respond to system development requirements, system failures, and system operation requirements. This is a service contract and the procurement of material or other direct costs (ODCs) of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. The term “material” includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and the applicable Department of Navy regulations and instructions.

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

(b) List of Allowable Materials:

Electronic Components and Materials:

Batteries, Cleaners, Lamps/Bulbs, Microphones, and Power Supplies.

Hardware:

Printers, Modems, Data Storage Devices, Color Monitors, Scanners, Facsimiles, Servers, Routers, Bridges, Telephones (secure and unsecure), and Switches.

Software:

Software Licenses, Database Managers, Utilities, Operating Systems, Graphics and Presentation Packages, Business Productivity and Collaboration Tools.

Per DFARS 208.7402, if the required commercial software is available from the Department of Defense (DoD) inventory under an Enterprise Software Agreement (ESA), the software shall be purchased in accordance with the DoD Enterprise Software Initiative (ESI); unless a waiver is approved in accordance with DFARS Procedures, Guidance and Information (PGI) 208.7401.

Miscellaneous Material: Binders, [Computer Aided Design Materials, Data Storage Medium, Display Boards, Dividers, Deliverable/Documentation Consumables, Meetings Services and Meetings/Training Consumables, Electronic Repair Services, Glass, Memory, Mylar, Paint, Display Frames, Shipping/Freight Supplies/Services, and Vu-graph Supplies.

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

To obtain IT approval the contractor shall prepare an Information Technology Purchase Request (ITPR) within the Navy Information Dominance Approval System (NAV-IDAS) with a complete list of items to be obtained. The IT approval shall be provided to the COR for procurement.

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

Only material included in the above List of Allowable Material may be procured under this task order. No material with a unit cost of \$25,000.00 or greater shall be procured under this task order. No procurement with a total value, that is the total sum of all items, of \$75,000.00 or greater may be procured under this task order. Procurements will not be split to circumvent these thresholds.

When it is necessary for the contractor to procure material to immediately respond to emergency requirements, the contractor shall obtain prior verbal authorization from the COR to be followed by written COR authorization within the next business day of the procurement. The written authorization must reference when the verbal authorization from the COR occurred. These emergency requirements are for any items with a total value greater than \$3,500.00, but less than \$25,000.00.

For procurements of all software licenses regardless of total value, COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request for approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor.

For procurements of any items (excluding software licenses) of with a total value, \$3,500.00 and below no COR or Contracting Officer approval is required.

For procurements of any items (excluding software licenses) with a total value between \$3,500.01 and \$25,000.00 COR approval is required.

For procurements of any items (excluding software licenses) with a total value greater than \$25,000.01, COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request for approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and

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Contractor.

**252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016)(SEP 2015)**

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at [www.sam.gov](http://www.sam.gov) —

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

**252.225-7981 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN USCENTCOM) (DEVIATION 2015-O0016) (SEP 2015)**

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent

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necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

#### Procedures—Prohibition on Providing Funds to the Enemy and Authorization of Additional Access to Records

1. United States Africa Command (USAFRICOM), United States Central Command (USCENTCOM), United States European Command (USEUCOM), United States Pacific Command (USPACOM), United States Southern Command (USSOUTHCOM), and United States Transportation Command (USTRANSCOM) Commanders will identify persons and entities within the area of responsibility of such command that—

- Provide funds, including goods and services, received under a covered contract, grant, or cooperative agreement of an executive agency directly or indirectly to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities; or
- Fail to exercise due diligence to ensure that none of the funds, including goods and services, received under a covered contract, grant, or cooperative agreement of an executive agency are provided directly or indirectly to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

2. Upon the identification of a person or entity as described above, the combatant commanders will, in consultation with the Under Secretary of Defense for Policy, the Under Secretary of Defense for Acquisition, Technology, and Logistics, and the appropriate Chief of Missions, notify in writing the appropriate heads of contracting activities (HCA) of such identification of the person or entity.

3. Upon receipt of such notification, the HCA, without power of redelegation, will exercise this authority to determine in writing, whether to:

- Prohibit, limit, or otherwise place restrictions on the award of any DoD contracts to such identified persons or entities
- Terminate for default any DoD contracts when the HCA determined that the contractor failed to exercise due diligence to ensure that none of the funds received under the contract are provided directly or indirectly to such identified person or entity; or
- Void, in whole or in part, any DoD contract that provided funds to such identified person or entity.

4. The HCA taking an action under paragraph 3. of these procedures to restrict, terminate, or void a contract shall, in writing, notify the affected contractor of the action.

The notice to the contractor shall inform the contractor of the right to request, within 30 days, an administrative review of the action.

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5. Classified information relied upon to make a decision in accordance with paragraph 3. of these procedures may not be disclosed to a contractor with respect to which an action is taken pursuant to the authority provided in paragraph 3. of these procedures, or to their representatives, in the absence of a protective order issued by a court of competent jurisdiction established under Article I or Article III of the Constitution of the United States that specifically addresses the conditions upon which such classified information may be so disclosed.

6. Upon determination by the HCA to restrict the future award of contracts or subcontracts to a person or entity, the contracting activity shall notify OUSD(AT&L)DPAP/CC and request entry of the required data on the ineligible person or entity in the System for Award Management (SAM) Exclusions as follows (see FAR 9.404):

Classification = Special Entity Designation

Agency = DoD

Exclusion Status = Active

Exclusion Type = Prohibition/Restriction

Comments: Pursuant to Subtitle E, Title VIII of the NDAA for FY 2015

7. Upon termination or voiding of a contract, the contracting officer shall treat such action as a default for purposes of reporting in the Federal Awardee Performance and Integrity Information System (FAPIS)(see FAR 42.1503(h)(1)).

8. For contracts awarded on or before December 31, 2019, to be performed outside the United States and its outlying areas, the contracting officer shall check the current list of prohibited or restricted persons or entities in SAM Exclusions prior to awarding the contract.

9. Contracting officers with contracts being performed outside the United States and its outlying areas in support of covered contingency operations shall also check SAM, at a minimum, on a monthly basis to ensure none of the existing contracts being performed in the covered combatant commands are associated with prohibited or restricted persons or entities.

10. The authority to examine records pursuant to 252.225-7981 (Attachment 2) may be exercised only upon a written determination by the contracting officer, upon a finding by the by the commanding officer of USAFRICOM, USCENCOM, USEUCOM, USPACOM, USSOUTHCOM, or USTRANSCOM that there is reason to believe that funds available under the contract may have been provided directly or indirectly to persons or entities that are actively opposing United States or coalition forces in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11. Each HCA shall enforce inclusion of the attached clauses 252.225- 7993 (Attachment 1) and 252.225-7981 (Attachment 2) as prescribed.

12. Reports.

a. Reports on Prohibition on Providing Funds to the Enemy

i. The HCA that receives a notice pursuant to paragraph 2. of these procedures shall submit

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to [osd.pentagon.ousd-atl.mbx.contingency-contracting@mail.mil](mailto:osd.pentagon.ousd-atl.mbx.contingency-contracting@mail.mil) and the commander of the combatant command concerned a report on the action, if any, taken by the HCA pursuant to a paragraph 3. of these procedures, including a determination not to terminate, void, or restrict the contract as otherwise authorized. Include the following:

- The contracting activity taking such action.
- An explanation of the basis for the action taken or not taken.
- If applicable, the value of the contract voided or terminated and the value of all contracts of the contracting activity in force with the person or entity concerned at the time the contract was terminated or voided.

ii. Each covered combatant command shall track and provide, at a minimum, the following data to [osd.pentagon.ousd-atl.mbx.contingency-contracting@mail.mil](mailto:osd.pentagon.ousd-atl.mbx.contingency-contracting@mail.mil) not later than January 15<sup>th</sup> of 2015, 2016, 2017, 2018, 2019, and 2020:

- The number of instances in which this authority was exercised to restrict, terminate, or void contracts, grants and cooperative agreements. Each such instance should include the contracting activity, contract number, contract value, requirement description, and contractor/subcontractor name at a minimum.
- The basis for the actions taken for each instance.
- A summary of the results of actions taken for each instance.
- The Commander's notification letters to HCAs.

iii. Reports may be submitted in unclassified form, but with a classified annex; or in classified form, as appropriate.

b. Reports on Authorization of Additional Access to Records.

i. For each instance in which the HCA exercised the additional authority to examine contractor and subcontractor records in accordance with this deviation or class deviation 2015-O0013, for the preceding calendar year, the HCA shall provide the following data to [osd.pentagon.ousd-atl.mbx.contingency-contracting@mail.mil](mailto:osd.pentagon.ousd-atl.mbx.contingency-contracting@mail.mil) and the Combatant Commander of the combatant command concerned:

- An explanation of the basis for the action taken; and
- A summary of the results of any examination of records so undertaken.

ii. Each combatant commander shall track and provide, at a minimum, the following data to [osd.pentagon.ousd-atl.mbx.contingency-contracting@mail.mil](mailto:osd.pentagon.ousd-atl.mbx.contingency-contracting@mail.mil) not later than January 15<sup>th</sup> of 2015, 2016, 2017, 2018, 2019, and 2020:

- The number of instances in which this authority was exercised to examine contractor/subcontractor's records. Each instance should include the contracting activity, contract number, contract value, requirement description, and contractor/subcontractor name.
- The basis for the action taken in each instance.
- A summary of the results of any examination of record so undertaken for each instance.

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- The Commander's notification letter to HCAs.

iii. Reports may be submitted in classified form.

**252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION [2015-O0013])(MAR 2015)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not-

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

**252.225-7043 ANTITERRORISM FORCE PROTECTION FOR DEFENCE CONTRACTORS OUTSIDE THE UNITED STATES. (JUN 2015)**

(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall?

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or



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(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

## **252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)**

(a) Definitions. As used in this clause—

(1) “Securing” means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) “Sensitive information” means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) “Telecommunications systems” means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit—

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: (Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications

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security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

#### **5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)**

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: [Contracting Officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor(s)]. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFKSV form.

U.S. Citizens

☒ APO/FPO/MOP/DPO/Postal Services

☒ DFACs\*\*\*\*

☒ Mil Issue Equip

☐ Authorized Weapon\*\*\*\*\*

☒ Excess Baggage

☐ MILAIR (inter/intra theater)

☒ Billeting\*\*\*

☒ Fuel Authorized

☒ MWR

☒ CAAF\*

☒ Govt Furnished Meals\*\*\*\*

☒ Controlled Access Card (CAC)

☒ Military Banking

☐ Transportation

☐ Installation Access Badge

☐ Laundry

☐ Military Clothing

☒ Military Exchange

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☐ None

☐ Embassy Services Kabul\*\*

Third-Country National (TCN) Employees

☐ N/A

☐ DFACs\*\*\*\*\*

☐ Mil Issue Equip

☐ Authorized Weapon\*\*\*\*\*

☐ Excess Baggage

☐ MILAIR (inter/intra theater)

☐ Billeting\*\*\*

☐ Fuel Authorized

☐ MWR

☐ CAAF\*

☐ Govt Furnished Meals\*\*\*\*\*

☐ Military Clothing

☐ Controlled Access Card (CAC)

☐ Military Banking

☐ Transportation

☐ Installation Access Badge

☐ Laundry

☐ All

☐ Military Exchange

☒ None

Local National (LN) Employees

☐ N/A

☐ DFACs\*\*\*\*\*

☐ Mil Issue Equip

☐ Authorized Weapon\*\*\*\*\*

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☐ Excess Baggage

☐ MILAIR (inter/intra theater)

☐ Billeting\*\*\*

☐ Fuel Authorized

☐ MWR

☐ CAAF\*

☐ Govt Furnished Meals\*\*\*\*

☐ Military Clothing

☐ Controlled Access Card (CAC)

☐ Military Banking

☐ Transportation

☐ Installation Access Badge

☐ Laundry

☐ All

☐ Military Exchange

☒ None

\*CAAF is defined as Contractors Authorized to Accompany Forces.

\*\*Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to drawdown of base life support facilities throughout the country, standards will be lowering to an "expeditionary" environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Check the "DFAC" AND "Government Furnished Meals" boxes is the contractor will have access to the DFAC at no cost. "Government Furnished Meals" (GFM) is defined as meals at no cost to the contractor (e.g., MREs, or meals at the DFAS. If GFM is checked, "DFAC" must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

\*\*\*\*\*Military Banking indicates "approved use of military finance offices to either obtain an

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Eagle Cash Card or cash checks.

\*\*\*\*\*Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer's Representative and in CAAMS.

SPECIAL NOTE - US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR - MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair).

### **5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

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

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

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, **the COR identified in NAVAIR Clause 5252.201-9501** shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR\_SAAR.fct@navy.mil mailbox.

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

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

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

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

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

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(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in **Attachment 4**. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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(e) Contracting restrictions.

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

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

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

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

[ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other



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

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

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

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

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Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

\*The Organizational Conflict of Interest List IAW Clause 5252.209-9510 is referenced in Section J, Attachment 4.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Since the ISC is neither an employee nor 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.

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

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

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) \*If aircraft are used: Aircraft public and passenger liability: \$200,000 per person and

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\$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

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

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

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

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

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

(c) Travel Policy.

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

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

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

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

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

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

#### **5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)**

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**(NAVAIR)(OCT 2005)**

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

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

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

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

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

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

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

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(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)".

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## **SECTION I CONTRACT CLAUSES**

Note: All the clauses of Section I of the Seaport-Enhanced (e) basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

The following clauses are included by reference:

**52.202-1 DEFINITIONS (NOV 2013)**

**52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)**

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**

**52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

**52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)**

**52.203-18 – PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)**

**52.203-19 – PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**

**52.204-2 SECURITY REQUIREMENTS (AUG 1996)**

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

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)**

**52.204-13 – SYSTEM FOR AWARD MANAGEMENT MAINTAINANCE (OCT 2016)**

**52.216-8 FIXED FEE (JUN 2011)**

**52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)**

**52.233-3 PROTEST AFTER AWARD (AUG 1996)**

**52.245-1 GOVERNMENT PROPERTY (JAN 2017)**

**52.245-9 USE AND CHANGES (APR 2012)**

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

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)**

**252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)**

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

## **252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY.**

## **252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY.**

## **252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY.**

## **252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION.**

## **252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL.**

The following clauses are incorporated by full text:

### **52.216-1 TYPE OF CONTRACT (APR 1984)**

This is a cost plus fixed fee term (Level of Effort) task order, with cost reimbursable CLINs for ODCs and NSP for tech data.

### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

### **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 contract expiration date, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

### **FAR 52.232-20 - LIMITATION OF COST (APR 1984)**

(a) The parties estimate that performance of this contract, exclusive of any fee, 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



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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 Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

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

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of

(i) the estimated cost specified in the Schedule or,

(ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; 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 the estimated cost specified in the Schedule, until the Contracting Officer

(i) notifies the Contractor in writing that the estimated cost has been increased and

(ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated

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cost.

(h) If this contract is terminated or the estimated cost is not increased, 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.

## **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

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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 --

(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 subparagraph (f)(2) above, 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

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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 equaling the percentage of completion of the work contemplated by this contract.

## **52.244-2 SUBCONTRACTS (OCT 2010)**

(a) Definitions. As used in this clause—

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

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment

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on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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

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

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

**1) Advantech GS Enterprises, Inc.**

**2) Bowhead Science and Technology, LLC**

**3) KAIROS, Inc.**

**4) MBO Partners, Inc.**

**5) AM Pierce & Associates, Inc.**

**6) Sierra Management and Technologies, Inc.**

#### **52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)**

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval;

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(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS [252.204-7012](#)) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS [PGI 204.4](#)).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

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

## **252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (OCT 2016)**

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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therein.

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

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

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

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

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

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

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

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

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

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

Table 1 -- Minimum Security Controls for Safeguarding

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

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

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

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

(d) Cyber incident and compromise reporting.

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

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

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(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

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

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

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

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

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

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

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

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

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including military programs, systems and technology; and

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

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

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

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

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

**252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY. (DEVIATION 2015-O0009) JAN 2015)**

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander

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subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

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

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

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(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non- CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENCOM AOR are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and

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(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware— (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d) (4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>; (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

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(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

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(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;



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(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.[\[1\]](#)

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

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(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at—

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

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(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding

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possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order,

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make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

## **252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)**

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(7) “Developed” means that an item, component, or process exists and is workable. Thus,

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

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

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

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

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

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

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

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

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

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

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

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display,

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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



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

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

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

(3) Limited rights.

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

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

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

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

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the

Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

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

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

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions)

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regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

**Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.**

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

| Technical Data     |             |                 | Name of Person   |
|--------------------|-------------|-----------------|------------------|
| To be Furnished    | Basis for   | Asserted Rights | Asserting        |
| With Restrictions* | Assertion** | Category***     | Restrictions**** |
| (LIST)             | (LIST)      | (LIST)          | (LIST)           |

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

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

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

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

(End of identification and assertion)

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

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert

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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 terminal to another shall contain a notice of asserted restrictions.

Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

#### LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--

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Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was

developed in any part at Government expense, and the clause at 252.227- 7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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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.

## **252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)**

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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contractor—

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

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

(7) “Developed” means that—

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government

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contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

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

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

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

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

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

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and (vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

(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

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developed exclusively at private expense.

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

(iii) The Contractor acknowledges that—

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

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

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

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

(4) Specifically negotiated license rights.

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

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

(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—

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(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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

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simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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



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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

## **252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)**

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

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

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(2) The following statement:

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

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

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

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

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

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

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

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

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

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

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management

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System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

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

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

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

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

## **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 Air Warfare Center, Webster Field Annex, Villa Road, St. Inigoes, MD 20684. 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 COMMANDER, ATTN: CATHY CRIM, CODE 4.11.4.3, NAWCAD, 17100 WEBSTER FIELD ROAD, ST. INIGOES, MD 20684-4009. All losses are to have the permanent badges returned to Security Office, Naval Air Warfare Center, Webster Field Annex, Building 8133, Villa Road, St. Inigoes, MD 20684 on the last day of the individual's task requirement.

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## SECTION J LIST OF ATTACHMENTS

Exhibit A: CDRLs\_8.28.2018

Attachment 001: Surveillance Activity Checklist

Attachment 002: DD 254

Attachment 003: Data Item Transmittal

Attachment 004: Organizational Conflict of Interest

Attachment 005: List of Key Personnel

Attachment 006: List of Authorized Subcontractors

Attachment 007: LAN Standard Operating Procedures

Attachment 008: Government Furnished Property

Attachment 009: COR Designation Letter and Form

Attachment 010: ACOR Designation Letter and Form

Attachment 011: SCMS BOT Financial Management Procedures

Attachment 12 5252.232-9104 Allotment of Funds

Attachment 013: Statement of Work