

2. AMENDMENT/MODIFICATION NO. 31	3. EFFECTIVE DATE 07-Jun-2016	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N68335	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060 krista.argabright.1@us.af.mil 703-607-4568	DCMA Manassas 14501 George Carter Way Chantilly VA 20151 SCD: C
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) MANTECH SYSTEMS ENGINEERING CORPORATION 12015 Lee Jackson Highway Fairfax VA 22033	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4080-4Y02 10B. DATED (SEE ITEM 13) 26-Mar-2013
CAGE CODE 2U954 FACILITY CODE	[X]

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 SEE SECTION G

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

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

E. IMPORTANT: Contractor  is not,  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) Mark E. Gandee, Contracts Supervisor	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Clifford J Stevens, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Mark E. Gandee (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Clifford J Stevens (Signature of Contracting Officer)
15C. DATE SIGNED 01-Jun-2016	16C. DATE SIGNED 07-Jun-2016

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**GENERAL INFORMATION**

The purpose of this modification is to deobligate \$3,375.00 from SLIN 410108 and to deobligate \$5,110.00 from SLIN 610105.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$20,687,361.33 by \$8,485.00 to \$20,678,876.33.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410108	FMS	3,375.00	(3,375.00)	0.00
610105	FMS	5,110.00	(5,110.00)	0.00

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

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

CLIN/SLIN	From	To
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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	R408	Labor for the Base Period. The contractor shall provide support services in accordance with Section C. (Fund Type - OTHER)	1.0	LO			
400101	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$2,647,957.00 (RDT&E)					
400102	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$43,000.00 FMS Case IS-D-SAC ISRAEL *Funding de-obligated in the amount of \$43,000 on Mod 02 for new total \$0.00. (FMS)					
400103	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$17,000.00 FMS Case SN-D-QAD Singapore *Funding de-obligated in the amount of \$17,000 on Mod 02 for a new total of \$0.00. (FMS)					
400104	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$17,000.00 FMS Case JA-D-SBC. JAPAN *Funding de-obligated in the amount \$17,000 under Mod 02 for a new total of \$0.00. (FMS)					
400105	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$43,000.00 FMS Case IS-D-SAC ISRAEL (FMS)					
400106	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$17,000.00 FMS Case SN-D-QAD Singapore. *Funding de-obligated in the amount \$17,000 under Mod 11 for a new total of \$0.00. (FMS)					
400107	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$17,000.00 FMS Case JA-D-SBC. JAPAN (FMS)					
400108	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$1,000,000.00 (RDT&E)					
400109	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$800,000.00 (RDT&E)					
400110	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$100,000.00 (RDT&E)					
400111	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$1,065.49. FMS Case IS-D-SAC ISRAEL (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400112	R408	Funding for CLIN 4001 Labor for the Base Period in the amount of \$11,773.32. FMS Case JA-D-SBC JAPAN (FMS)					
4002	R408	OPTIONAL LABOR for the Base Period in accordance with Section C, paragraphs C.4.2.1.1; C.4.2.6.1; C.4.2.7.1; C.4.2.9.1; C.4.2.14; C.4.3.2.1; C.4.3.3.1; C.4.3.4.1; C.4.4.4.1; C.4.5.2.1 and C.4.6. (RDT&E)	1.0	LO			
400201	R408	Funding for CLIN 4002 \$485,000.00. Funding in the amount of \$159,000 is de-obligated under Mod 10 for a new total of \$326,000.00 (RDT&E)					
400202	R408	Funding for CLIN 4002 \$16,000.00. Funding in the amount of \$16,000 is de-obligated under Mod 10 for a new total of \$0 (RDT&E)					
400203	R408	Funding for CLIN 4002 \$100,000. Funding in the amount of \$100,000 is de-obligated unde Mod 10 for a new total of \$0 (RDT&E)					
400204	R408	Funding for CLIN 4002 \$125,000.00. Funding in the amount of \$125,000 is de-obligated unde Mod 10 for a new total of \$0 (RDT&E)					

For Cost Type / NSP Items

4003		Deliverables for Base Period under CLINs 4001 and 4002, IAW CDRLS A001 - A003; B001 - B010; C001; D001. CDRLS are NOT SEPARATELY PRICED.	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4101	R408	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (Fund Type - OTHER)	1.0	LO			
410101	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$159,000.00 (RDT&E)					
410102	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$16,000.00 (RDT&E)					
410103	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$100,000.00 (RDT&E)					
410104	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$125,000.00 (RDT&E)					
410105	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$17,000.00. FMS Case SN-D-QAD Singapore (FMS)					
410106	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		\$5,000.00 FMS Case JA-D-SBC. JAPAN (FMS)					
410107	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$4,850,000.00. Funding re-aligned in the amount of \$700,000 under Mod 18 from CLIN 4102 resulting in a new total of \$5,550,000. (RDT&E)					
410108	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$0.00, deobligated for closeout FMS ADMIN (FMS)					
410109	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$15,500.00 FMS Case IS-D-SAC Israel Funding de-obligated in the amount of \$15,500 under Mod 17 due to wrong LOA for a new total of \$0.00. (FMS)					
410110	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$28,500.00 FMS Case IS-D-SAC Israel (FMS)					
410111	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$23,000.00 FMS Case JA-D-SBC Japan (FMS)					
410112	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$7,000 FMS Case JA-D-SBC Japan. (FMS)					
410113	R408	RESERVED (FMS)					
410114	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$15,500. Funding is realigned from 410109 due to wrong LOA obligated in Mod 12. FMS Case IS-D-SAC (FMS)					
410115	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$7,000 FMS Case JA-D-SBC Japan. (FMS)					
410117	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$23,000 FMS Case KS-D-SAC (Republic of Korea). (FMS)					
410118	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$91,000 FMS Case KS-D-SAC (Republic of Korea). (FMS)					
410119	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$35,000 FMS Case KS-D-SAC (Republic of Korea). Funding is realigned to 410120 due to wrong LOA obligated in Mod 19 for a new total of \$0. (FMS)					
410120	R408	Funding for CLIN 4101 Labor for Option Period I in the amount of \$35,000 FMS Case KS-D-SAC (Republic of Korea). (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4102	R408	OPTIONAL LABOR for Option Period I in accordance with Section C, paragraphs C.4.2.1.1; C.4.2.6.1; C.4.2.7.1; C.4.2.9.1; C.4.2.14; C.4.3.2.1; C.4.3.3.1; C.4.3.4.1; C.4.4.4.1; C.4.5.2.1 and C.4.6. (Fund Type - OTHER)	1.0	LO			
410201	R408	Funding for CLIN 4102 Optional Labor for Option Period I in the amount of \$200,000.00 (RDT&E)					
410202	R408	Funding for CLIN 4102 Optional Labor for Option Period I in the amount of \$1,775,000.00. Funding re-aligned in the amount of \$700,000 under Mod 18 to CLIN 4101 resulting in a new total of \$1,075,000. (RDT&E)					

For Cost Type / NSP Items

4103		Deliverables under Option Period I under CLINS 4101 and 4102, IAW CDRLS A001 - A003; B001 - B010; C001; D001. CDRLS are NOT SEPARATELY PRICED.	1.0	LO			NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost		
6001	R408	Travel for the Base Period. The contractor shall provide support services in accordance with Section C. (Fund Type - OTHER)	1.0	LO			
600101	R408	Funding for CLIN 6001 Travel for the Base Period in the amount of \$343,043.00. Funding in the amount of \$200,000 is de-obligated under Mod 10 for a new total of (RDT&E)					
600102	R408	Funding for CLIN 6001 Travel for the Base Period in the amount of \$20,000.00. FMS Case IS-D-SAC. *Funding is de-obligated in the amount of \$17,000 under Mod 02 for a new total of \$3000. (FMS)					
600103	R408	Funding for CLIN 6001 Travel for the Base Period in the amount of \$10,000.00. FMS Case SN-D-QAQ. Singapore *Funding is de-obligated in the amount of \$7,000 under Mod 02 for a new total of \$3000. *Funding is de-obligated in the amount of \$3,000 under Mod 11 for a new total of \$0. (FMS)					
600104	R408	Funding for CLIN 6001 Travel for the Base Period in the amount of \$27,000.00. FMS Case JA-D-SBC *Funding is de-obligated in the amount of \$16,000 under Mod 02 for a new total of \$11,000 (FMS)					
600105	R408	Funding for CLIN 6001 Travel for the Base Period in the amount of \$17,000.00. FMS Case IS-D-SAC ISRAEL. De-obligate in the amount of \$1,065.49 under Mod 10 for a new total of \$15,934.51. (FMS)					
600106	R408	Funding for CLIN 6001 Travel for the Base Period in the amount of \$7,000.00. FMS Case SN-D-QAQ. Singapore. Funding has been deobligated in the amount of \$7,000.00 for a new total of 0.00 on Mod 15. (FMS)					
600107	R408	Funding for CLIN 6001 Travel for the Base Period in the amount of \$16,000.00. FMS Case JA-D-SBC Japan. De-obligate in the amount of \$11,773.32 under Mod 10 for a new total of \$4,226.68. (FMS)					
6002	R408	Material for the Base Period. The contractor shall provide support services in accordance with Section C. (Fund Type - OTHER)	1.0	LO			
600201	R408	Funding for CLIN 6002 Material for the Base Period in the amount of \$9,000.00. Funding in the amount of \$7,800.00 is de-obligated under Mod 10 for a new total of \$1,200.00 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6101	R408	Travel for Option Period I. The contractor shall provide support services in accordance with Section C. (RDT&E)	1.0	LO	██████████
610101	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$100,000.00. (RDT&E)			
610102	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$3,000.00. FMS Case SN-D-QAQ. Singapore (FMS)			
610103	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$15,000.00. FMS Case JA-D-SBC JAPAN (FMS)			
610104	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$247,000.00. (RDT&E)			
610105	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$0.00, deobligated for closeout. FMS ADMIN (FMS)			
610106	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$15,000. FMS Case IS-D-SAC Israel Funding de-obligated in the amount \$15,000 under Mod 17 due to wrong LOA for a new total of \$0.00. (FMS)			
610107	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$5,000.00. FMS Case IS-D-SAC Israel (FMS)			
610108	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$11,000.00. FMS Case JA-D-SBC Japan (FMS)			
610109	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$13,000.00 FMS Case JA-D-SBC Japan (FMS)			
610110	R408	RESERVED (FMS)			
610111	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$7,000.00 FMS Case JA-D-SBC Japan (FMS)			
610112	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$15,000.00. Funding is realigned from 610106 due to wrong LOA obligated in Mod 12. FMS Case IS-D-SAC Israel (FMS)			
610113	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$12,000.00 FMS Case JA-D-SBC Japan (FMS)			
610114	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$24,000.00 FMS Case KS-D-SAC Republic of Korea. (FMS)			
610115	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$16,000.00 FMS Case KS-D-SAC Republic of Korea. (FMS)			
610116	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$15,000.00 FMS Case KS-D-SAC Republic of Korea. Funding is realigned to 610117 due to wrong LOA obligated in Mod 19 for a new total of \$0. (FMS)			
610117	R408	Funding for CLIN 6101 Travel for Option Period I in the amount of \$15,000.00 FMS Case KS-D-SAC Republic of Korea. (FMS)			
6102	R408	Material for Option Period I. The contractor shall provide support services in accordance with Section C. (Fund Type - OTHER)	1.0	LO	██████████
610201	R408	Funding for CLIN 6102 Material for Option Period I in the amount of \$7,800.00 (RDT&E)			
610202	R408	Funding for CLIN 6102 Material for Option Period I in the amount of \$3,000.00 (RDT&E)			

For Cost Type 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
7201	R408	USG Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (Fund Type - OTHER)	1.0	LO			
720101	R408	USG Funding for CLIN 7201 Labor for Option Period II in the amount of \$5,205,323.68. Funding is realigned to 720102 due to wrong LOA obligated in Mod 20 for a new total of \$0. (RDT&E)					
720102	R408	USG Funding for CLIN 7201 Labor for Option Period II in the amount of \$5,205,323.68 (RDT&E)					
7202	R408	OPTIONAL LABOR for Option Period II in accordance with Section C, paragraphs C.4.2.1.1; C.4.2.6.1; C.4.2.7.1; C.4.2.9.1; C.4.2.14; C.4.3.2.1; C.4.3.3.1; C.4.3.4.1; C.4.4.4.1; C.4.5.2.1 and C.4.6. (Fund Type - OTHER)	1.0	LO			
720201	R408	USG Funding for CLIN 7202 Labor for Option Period II in the amount of \$742,630.00. Funding is realigned to 720202 due to wrong LOA obligated in Mod 20 for a new total of \$0. (RDT&E)					
720202	R408	USG Funding for CLIN 7202 Labor for Option Period II in the amount of \$742,630.00 (RDT&E)					

For Cost Type / NSP Items

7203		Deliverables for Option Period II under CLINS 7201, 7202, 7204, 7205, 7206, 7207, and 7208 IAW CDRLS A001 - A003; B001 - B010; C001, D001. CDRLS are NOT SEPARATELY PRICED.	1.0	LO			NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7204	R408	FMS Admin Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (Fund Type - OTHER)	1.0	LO			
720401	R408	FMS Admin Funding for CLIN 7204 Labor for Option Period II in the amount of \$18,297.40 (Fund Type - OTHER)					
720402	R408	FMS Admin Funding for CLIN 7204 Labor for Option Period II in the amount of \$20,000.00 (Fund Type - OTHER)					
7205	R408	Israel Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (FMS Case #IS-D-SAC)	1.0	LO			
720501	R408	Israel Funding for CLIN 7205 Labor for Option Period II in the amount of \$18,297.40 (FMS)					
720502	R408	Funding for CLIN 7205 Israel Labor for Option Period II in the amount of \$58,500.00 (FMS)					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7206	R408	Funding for CLIN 7206 Korea Labor for Option Period II in the amount of \$14,850.00. (FMS Case #KS-D-SAC)	1.0	LO	██████████	██████████	██████████
720601	R408	Korea (0700) Funding for CLIN 7206 Labor for Option Period II in the amount of \$10,404.05 (FMS)					
720602	R408	Korea (0706) Funding for CLIN 7206 Labor for Option Period II in the amount of \$29,594.80. Funding is realigned to 720603 due to wrong LOA obligated in Mod 20 for a new total of \$0. (FMS)					
720603	R408	Korea (0706) Funding for CLIN 7206 Labor for Option Period II in the amount of \$29,594.80 (FMS)					
720604	R408	Korea (0700) Funding for CLIN 7206 Labor for Option Period II in the amount of \$9,000.00 (FMS)					
720605	R408	Korea (0706) Funding for CLIN 7206 Labor for Option Period II in the amount of \$50,000.00 (FMS)					
720606	R408	Funding for CLIN 7206 Korea Labor for Option Period II in the amount of \$14,850.00. (FMS)					
720607	R408	Funding for CLIN 7206 Korea Labor for Option Period II in the amount of \$39,600.00 (FMS)					
7207	R408	Japan Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (FMS Case #JA-D-SBC)	1.0	LO	██████████	██████████	██████████
720701	R408	Japan Funding (0709) for CLIN 7207 Labor for Option Period II in the amount of \$46,206.20 (FMS)					
720702	R408	Japan Funding (0702) for CLIN 7207 Labor for Option Period II in the amount of \$36,920.00. (FMS)					
720703	R408	Funding for CLIN 7207 Japan Labor for Option Period II in the amount of \$19,500.00. (FMS)					
720704	R408	Funding for CLIN 7207 Japan Labor for Option Period II in the amount of \$94,050.00. (FMS)					
7208	R408	Singapore Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (FMS Case #SN-D-QAD)	1.0	LO	██████████	██████████	██████████
720801	R408	Singapore Funding for CLIN 7208 Labor for Option Period II in the amount of \$1,889.61 (FMS)					
720802	R408	Funding for CLIN 7205 Singapore Labor for Option Period II in the amount of \$9,900.00. (FMS)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional CLINs during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

CLINS 4001 Labor for Base Period, 4101 Labor for Option Period I and 7201, 7204, 7205, 7206, 7207, and 7208 Labor for Option Period II are Cost Plus Fixed Fee.

CLINS 4002 Optional Labor for Base Period, 4102 Optional Labor for Option Period I and 7202 Optional Labor for Option Period II are Cost Plus Fixed Fee.

CLINS 4003 Deliverables for Base Period, 4103 Deliverables for Option Period I and 7203 Deliverables for Option Period II are NOT SEPARATELY PRICED.

CLINS 6002 Material for Base Period, 6102 Material for Option Period I and 9202 Material for Option Period II are Cost Only.

CLINS 6001 Travel for Base Period, 6101 Travel for Option Period I, and 9201, 9203, 9204, 9205, 9206, and 9207 Travel for Option Period II are Cost Only as no fee is allowed on Travel.

**09RA HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)(MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in "cost-plus-fixed-fee type contracts for level of effort type contracts.

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

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

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

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

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

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

**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 372,480 (for the base period 123,360 hours, 123,360 hours for Option 1 and 125,760 hours for Option 2), to be completed for each order 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 [REDACTED] [REDACTED] (to be identified at the task order level) man-hours are uncompensated effort.

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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 2,372 [Yearly number of labor hours divided by 52 weeks] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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

(End of Clause)

The total level of effort for the performance of this contract during the base and option periods 1 and 2 under CLINS 4001, 4101 and 7201/7204/7205/7206 /7207/7208 is 254,880 hours:

Position Description	Labor Category	Location	# of Hours Base PoP	# of Hours Option 1	# of Hours Option 2	Type of Degree	GS Equivalent
<b>TASK 1 - PROGRAM MANAGEMENT</b>							
*Program Manager	Program Manager	Contractor Site	1920	1920	1920	BA/BS	GS-14
Program Control	Administrative Support Specialist	Contractor Site	1440	1440	1920	High School	GS-07
Total Task 1			3360	3360	3840		
<b>TASK 2 - SECURITY OPERATIONS</b>							

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Activity Security Operations Support	Security Support Specialist (III)	Arlington, VA	1920	1920	1920	High School	GS-12
Physical Security Specialist	Security Specialist	Arlington, VA	1920	1920	1920	High School	GS-11
Personnel Security Specialist	Security Specialist	Arlington, VA	1920	1920	1920	High School	GS-11
Personnel Security Specialist	Security Specialist	WPAFB	1920	1920	1920	High School	GS-11
Special Access Program Facilities Operations	Security Support Specialist (III)	WPAFB	1920	1920	1920	High School	GS-12
Special Access Program Facilities Operations	Security Support Specialist (III)	WPAFB	1920	1920	1920	High School	GS-12
Special Access Program Facilities Operations	Security Support Specialist (III)	Arlington, VA	1920	1920	3840	High School	GS-12
Special Access Program Facilities Operations	Security Support Specialist (III)	Arlington, VA	1920	1920	1920	High School	GS-12
Special Access Program Facilities Operations	Security Support Specialist (III)	Eglin AFB	1920	1920	1920	High School	GS-12
Visitor Control Clerk/Escort	Administrative & Security Support Specialist	Arlington, VA	1920	1920	1920	High School	GS-09
Visitor Control Clerk/Escort	Administrative & Security Support Specialist	Arlington, VA	1920	1920	1920	High School	GS-09
Visitor Control Clerk/Escort	Administrative & Security Support Specialist	Arlington, VA	1920	1920	1920	High School	GS-09
Visitor Control Clerk/Escort	Administrative & Security Support Specialist	Arlington, VA	1920	1920	1920	High School	GS-09
Visitor Control Clerk/Escort	Administrative & Security Support Specialist	Arlington, VA	1920	1920	1920	High School	GS-09
CI Product Manager/Intel Security Analyst	Intel Analyst	Arlington, VA	1920	1920	1920	BA/BS	GS-12
Ship & Site Activation Team Security Specialist	Senior Security	Arlington, VA	3360	3360	3360	BA/BS	GS-13
Security Education & Training	Trainer	WPAFB, OH	1920	1920	1920	BA/BS	GS-13
Security Administration	Administrative & Support Specialist	Arlington, VA	1920	1920	1920	High School	GS-07
Total Task 2			36000	36000	37920		
<b>TASK 3 - PROGRAM PROTECTION SERVICES</b>							
*System Security Engineer Lead	System Security Engineer (III)	Arlington, VA	1920	1920	1920	BA/BS	GS-14
System Security Engineer	System Security Engineer (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
System Security Engineer	System Security Engineer (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
System Security Engineer	System Security Engineer (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
System Security Engineer	System Security Engineer (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
*ALIS Lead Engineer	System Security Engineer (III)	Arlington, VA	1920	1920	1920	BA/BS	GS-14
*Certification & Accrediation Lead (Air System)	Certification & Accrediation Lead	Arlington, VA	1920	1920	1920	BA/BS	GS-14
Certification & Accrediation (Air System)	Information Assurance Analyst (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
Certification & Accrediation (Air System)	Information Assurance Analyst (I)	Arlington, VA	1920	1920	1920	BA/BS	GS-12
Certification & Accrediation (Air System)	Information Assurance Analyst (I)	Arlington, VA	1920	1920	1920	BA/BS	GS-12

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Certification & Accrediation (Business Systems)	Information Assurance Analyst (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
Ship & Site Activation Team Security Specialist	Senior Security	Arlington, VA	1920	1920	1920	BA/BS	GS-13
TEMPEST Engineer	System Security Engineer (I)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
*COMSEC Lead Engineer	Engineer Senior	Arlington, VA	1920	1920	1920	BA/BS	GS-14
COMSEC Engineer	Engineer Senior	Arlington, VA	1920	1920	1920	BA/BS	GS-13
Total Task 3			28800	28800	28800		
<b>TASK 4 - FOREIGN DISCLOSURE SERVICES</b>							
Foreign Disclosure Analyst	Foreign Disclosure Analyst (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
Foreign Disclosure Analyst	Foreign Disclosure Analyst (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
Foreign Disclosure Analyst	Foreign Disclosure Analyst (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
Foreign Disclosure Analyst	Foreign Disclosure Analyst (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
Foreign Disclosure Analyst	Foreign Disclosure Analyst (I)	Pax River	1920	1920	1920	BA/BS	GS-12
Foreign Disclosure Analyst	Foreign Disclosure Analyst (I)	Edwards AFB	1920	1920	1920	BA/BS	GS-12
Total Task 4			11520	11520	11520		
<b>TASK 5 - INTERNATIONAL SECURITY SUPPORT SERVICES</b>							
International SAP Administration Specialist	Security Support Specialist (III)	Arlington, VA	1920	1920	1920	High School	GS-12
International SAP Security Operations	Senior Security	Arlington, VA	1920	1920	3840	BA/BS	GS-13
Total Task 5			3840	3840	5760		
<b>TASK 6 - SPECIAL SECURITY STUDIES</b>							
Not Applicable	Not Applicable		0	0	0		
Total All 6 Tasks			83520	83520	87840		

The optional labor for the performance of this contract during the base and option periods 1 and 2 under CLINS 4002, 4102 and 7202 is 119,520 hours:

**Optional Labor:**

Position Description	Labor Category	Location	# of Hours Base PoP	# of Hours Option 1	# of Hours Option 2	Type of Degree	GS Equivalent
<b>TASK 1 - PROGRAM MANAGEMENT</b>							
	NONE						
<b>TASK 2 - SECURITY OPERATIONS</b>							
Activity Security Operations Support	Security Support Specialist (III)	Arlington, VA	1920	1920	1920	High School	GS-12
Activity Security Operations Support	Security Support Specialist (III)	FLO Facility	1920	1920	1920	High School	GS-12
Classification Management Specialist	Security Support Specialist (III)	Arlington, VA	1920	1920	1920	High School	GS-12
Investigator	Security Specialist	Arlington, VA	1920	1920	1920	High School	GS-11

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Information Security Specialist	Security Specialist	Arlington, VA	1920	1920	1920	High School	GS-11
Personnel Security Specialist	Security Specialist	Arlington, VA	1920	1920	1920	High School	GS-11
Special Access Program Facilities Operations	Security Support Specialist (II)	Arlington, VA	1920	1920	1920	High School	GS-11
Special Access Program Facilities Operations	Security Support Specialist (II)	Arlington, VA	1920	1920	1920	High School	GS-11
Visitor Control Clerk/Escort	Administrative & Security Support Specialist	Arlington, VA	1920	1920	1920	High School	GS-09
Ship & Site Activation Team Security Specialist	Senior Security	Arlington, VA	3360	3360	3360	BA/BS	GS-13
Program Security Officer Administrative Support	Security Support Specialist (I)	Arlington, VA	1920	1920	1920	High School	GS-07
Program Protection Specialist	Security Support Specialist Mid (This is the equivalent of a Security Support Specialist (II))	WPAFB, OH	1920	1920	1920	BA/BS	GS-12
<b>Total Optional Labor</b>			24480	24480	24480		
<b>TASK 3 - PROGRAM PROTECTION SERVICES</b>							
Certification & Accreditation (Business Systems)	Information Assurance Analyst (I)	Arlington, VA	1920	1920	1920	BA/BS	GS-12
Anti-Tamper (Optional)	Physical Security Officer (I)	Arlington, VA	1920	1920	1920	BA/BS	GS-12
<b>Total Optional Labor</b>			3840	3840	3840		
<b>TASK 4 - FOREIGN DISCLOSURE SERVICES</b>							
Foreign Disclosure Analyst	Foreign Disclosure Analyst (I)	PAX or Edwards TBD	1920	1920	1920	BA/BS	GS-12
Foreign Disclosure Analyst	Foreign Disclosure Analyst (I)	Pax River	1920	1920	1920	BA/BS	GS-12
Foreign Disclosure Analyst	Foreign Disclosure Analyst (I)	Edwards AFB	1920	1920	1920	BA/BS	GS-12
<b>Total Optional Labor</b>			5760	5760	5760		
<b>TASK 5 - INTERNATIONAL SECURITY SUPPORT SERVICES</b>							
International SAP Security Operations	Senior Security	Arlington, VA	1920	1920	1920	BA/BS	GS-13
<b>Total Optional Labor</b>			1920	1920	1920		
<b>TASK 6 - SPECIAL SECURITY STUDIES</b>							
Foreign Disclosure Analyst	Foreign Disclosure Analyst (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-13
Program Protection Specialist	Security Support Specialist (II)	Arlington, VA	1920	1920	1920	BA/BS	GS-12
<b>Total Optional Labor</b>			3840	3840	3840		
<b>Estimated Total Optional Labor All 3 Years</b>			39840	39840	39840		

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### INTRODUCTION and OVERVIEW JSF PROGRAM SECURITY SUPPORT SERVICE

#### Overview of Tasks

#### PROGRAM MANAGEMENT SUPPORT

The contractor shall provide off-site technical program management support under this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to ensure all JSF program security support services satisfy the requirements identified in the PWS. The contractor shall identify a Program Manager (PM) by name, who shall serve as the primary interface and point of contact (POC) with the Government program authorities and representatives on technical program/project issues. The PM shall provide management, direction, administration, quality assurance (QA), and leadership of the execution of this TO.

The contractor shall facilitate Government and contractor communications and all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in this PWS.

The contractor shall use industry best-standards and proven methodologies that assure that all TO activities are identified, documented, and tracked so that the TO will continuously be evaluated and monitored for timely and quality service. The contractor shall notify the Contracting Officer Representative (COR), Contracting Officer (CO), and JSF Technical Point of Contact (TPOC) in writing of any technical, financial, personnel, or general managerial problems encountered throughout the task order period of performance (PoP). The contractor shall provide support to the following:

- Coordinate a Project Kickoff Meeting
- 
- Prepare Management Reports
- 
- Transition Plans
- 
- Project Management Plan
- 
- Convene in Progress Review (IPR) through 7 Jul 2015

The contractor shall also assist the JSFPO, Director of Security, by providing technical program management security support to include the following:

Conduct long range planning activities.

- Identify and analyze security requirements.
- Develop security plans and products.
- Identify, mitigate, and manage security risks.
- Forecast budgets and control security costs.
- Recommend cost effective security solutions to security concerns.

#### SECURITY OPERATIONS

The JSF Security Operations Team is responsible for the day-to-day security administration of the program. The team provides site security management; classification management; investigation; physical, information, and personnel security; SAP administration; visitor control; site activation; security education and training; security administration; flight test; and threat assessment security support services.

The contractor shall also assist the JSFPO by providing Security Operations support, to include the

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following:

- Security Operations Management
- Classification Management Support
- Inquiries on all Security-Related incidents
- Physical Security Support
- Information Security Support
- Personnel Security Support
- SAP Facility Security Operations Support
- Provide Special Access Program Facility (SAPF) operations support
- Visitor Control Support- Ship & Site Activation Security Support
- Security Education and Training
- Security Administration Support
- Program Security Officer Administrative Support
- Intelligence Security Analysis

### **PROGRAM PROTECTION ENGINEERING SERVICES**

The Program Protection Engineering Team is chartered to assist the Program Executive Officer (PEO) integrate program protection and systems security engineering (SSE) strategies and methodologies into the lifecycle of the JSF program. The ultimate goal of the Program Protection Engineering Team is to identify measures for ensuring a proper balance of security countermeasures for security threats, known vulnerabilities, operational effectiveness, risk reduction, lifecycle cost, mission performance, and program schedules. The contractor shall provide technical and management support to the Program Protection Office by evaluating and validating security design requirements, including cryptographic Communications Security (COMSEC), Telecommunications Electronics Material Protected from Emanating Spurious Transmissions (TEMPEST), Anti-Tamper (AT), and Automated Information System (AIS) designs embedded throughout the entire F-35 AS. The contractor shall identify JSF critical technologies, assess AS security design risks, recommend countermeasures to neutralize vulnerabilities, monitor technology transfer issues, conduct studies and analyses, and provide program protection engineering services.

The contractor shall assist the JSFPO by providing Program Protection Engineering Services support, to include the following:

- System Security Engineering Services
- 
- Certification & Accreditation (C&A) Security Services for AS/Ground Support Systems
- 
- Certification and Accreditation Services for business systems
- 
- Anti-Tamper Security Services
- 
- COMSEC Engineering Services
- 
- TEMPEST Engineering Services
- Program
- 
- Protection Engineering Services

### **FOREIGN DISCLOSURE SERVICES**

The JSF Foreign Disclosure Team is responsible for reviewing and documenting the release of information to international participants. This team works closely with the Secretary of the Air



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Force/International Affairs (SAF/IA) to ensure all release actions taken by the program are approved and sanctioned by the appropriate Government agencies. The contract support team shall provide technical and analytical support for the Foreign Disclosure Office (FDO) in developing, updating, administering and evaluating JSF policies and procedures directly affecting the release of highly technical and sensitive information to JSF foreign partners and participants. The team interprets disclosure policy and ensures that the appropriate Delegation of Disclosure Authorization Act (DDL), Technical Assistance Agreement (TAA), or Export License is upheld.

The contractor shall assist the JSFPO by providing Foreign Disclosure Services support, to include the following:

- 1 - Foreign Disclosure Analysis
- 2 - Foreign Disclosure Auditing Services
- 3 - Foreign Visit Services
- 4 - Foreign Disclosure Training
- 5 - Foreign Disclosure Support Services

### **PROVIDE INTERNATIONAL SECURITY SUPPORT SERVICES**

The JSF International Security Team is responsible for managing the SAPs for the international partners and Foreign Military Sales (FMS) participants. The JSF International Security Team represents security at Tri-service and Executive Committee (EXCOM) meetings and works closely with the JSF International Directorate as additional international participants are brought into the program. The contractor shall process Program Action Request (PARs), transmit SAPs to and from the international partners/participants, ensure all required documentation are submitted by the partners/participants in a timely manner, and provide staff assistance visits to aid the local security managers with any concerns or issues. The contractor shall develop all pertinent security documentation (Access Management Control Plans, Project Security Instructions, Security Agreements, and Security Classification Guides) for new participants and update current security documentation for existing partners/participants.

The contractor shall assist the JSFPO, Director of Security, by providing International Security Support Services support, to include the following:

- § Provide International SAP Administration
- § Provide International SAP Security

### **PROVIDE SPECIAL SECURITY STUDIES**

The contractor shall provide technical and analytical support for various special security studies that may arise over the PoP of the TO. These special studies may range from a pop-up requirement from the executive leadership team for a security risk evaluation of a site or process, to the need for evaluation of a new capability and the security ramifications of adding it to the program. These studies shall be in addition to normal job duties and are normally of short duration (two (2) days to two (2) months). The special studies may require surge support or temporary assignment of personnel with particular security expertise in Security Operations, Program Protection, Foreign Disclosure, or International Security.

### **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 to be identified during Task Order performance. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Performance Work Statement. Initial information shall be provided as each individual is

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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 TBD. All losses are to have the permanent badges returned to on the last day of the individual's task requirement.

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## **SECTION D PACKAGING AND MARKING**

In addition to the clauses incorporated in Section D below, all applicable clauses in the basic IDIQ contract apply to this solicitation as well.

ITEMS 4001 THROUGH 9202- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

### **DATA PACKAGING LANGUAGE**

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22 M Dated January 1995.

### **TASK ORDER CLAUSE D.1 DELIVERABLES MEDIA**

The contractor shall provide CDRLS A001 - A003; B001 - B010; C001 and D001 in accordance with the CDRLS. The contractor shall use best commercial practices for formatting deliverable under this Task Order.

### **TASK ORDER CLAUSE D.2 MARKINGS FOR ELECTRONIC DELIVERY**

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

- Item name and serial number
- Specification number
- Commercial and Government Entity (CAGE) Code
- TO number
- CDRL number corresponding to Section F.4
- Submittal type – preliminary, final.

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## **SECTION E INSPECTION AND ACCEPTANCE**

In addition to the clauses incorporated in Section E below, all applicable clauses in the basic IDIQ contract apply to this solicitation as well.

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

The Contracting Officer Representative (COR) will be designated the responsibility of monitoring, progressing, and controlling the technical work for the resultant task order. The Quality Assurance Plan (QASP) for this task order includes the COR performing a Task Order Performance Evaluation (TOPE) in accordance with the Seaport-e basic contract. This Task Order will be registered in the Contractor Performance Assessment Reporting System (CPARS). As part of the QASP, performance will be measured by the COR for technical accuracy of deliverables, the general quality of services, timeliness, cost control, the contractor's responsiveness to customers, and team stability and cooperation with other IDIQ holder terms.

### **TASK ORDER CLAUSE E.1 SCOPE OF INSPECTION**

**E.1.1** All deliverables will be inspected for content, completeness, accuracy and conformance to TO requirements by the TPOC and COR. Inspection may include validation of information or software through the use of automated tools, testing or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

**E.1.2** The Government requires a period Not-To-Exceed (NTE) thirty (30) work days after receipt of final deliverable items for inspection and acceptance or rejection.

### **TASK ORDER CLAUSE E.2 BASIS OF ACCEPTANCE**

**E.2.1** Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

**E.2.2** All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

**E.2.3** If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this TO, the document may be immediately rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the TPOC and COR.

### **TASK ORDER CLAUSE E.3 DRAFT DELIVERABLES**

**E.3.1** The Government will provide written acceptance, comments and/or change requests, if any, within thirty (30) work days (unless specified otherwise in Section F) from Government receipt of the draft deliverable.

**E.3.2** Upon receipt of the Government's comments, the contractor shall have fifteen (15) work days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

### **TASK ORDER CLAUSE E.4 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the contractor, within forty-five (45) work days of the rejection notice. If the deficiencies cannot be corrected within forty-five (45) work days, the contractor will immediately notify the COR of the reason for the delay and provide a proposed corrective action plan with a request for extension.

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

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be

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performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b)

Name: A. Jason Verdugo  
Activity: Joint Strike Fighter Program Office  
Address: Arlington, VA  
Phone: 703-601-5475

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

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## **SECTION F DELIVERABLES OR PERFORMANCE**

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

4001	3/26/2013 - 3/25/2014
4002	3/26/2013 - 3/25/2014
4101	3/26/2014 - 3/25/2015
4102	3/26/2014 - 3/25/2015
6001	3/26/2013 - 3/25/2014
6002	3/26/2013 - 3/25/2014
6101	3/26/2014 - 3/25/2015
6102	3/26/2014 - 3/25/2015
7201	3/26/2015 - 3/25/2016
7202	3/26/2015 - 3/25/2016
7204	3/26/2015 - 3/25/2016
7205	3/26/2015 - 3/25/2016
7206	3/26/2015 - 3/25/2016
7207	3/26/2015 - 3/25/2016
7208	3/26/2015 - 3/25/2016
9201	3/26/2015 - 3/25/2016
9202	3/26/2015 - 3/25/2016
9203	3/26/2015 - 3/25/2016
9204	3/26/2015 - 3/25/2016
9205	3/26/2015 - 3/25/2016
9206	3/26/2015 - 3/25/2016
9207	3/26/2015 - 3/25/2016

In addition to the clauses incorporated in Section F below, all applicable clauses in the basic IDIQ contract apply to this solicitation as well.

### **CLIN - DELIVERIES OR PERFORMANCE**

The estimated Period of Performance for Base Period CLINS is adjusted to reflect the Stop Work Order issued under Modification 01 and rescinded under Mod 03:

Task Order issued on 26 March 2013; performance continued thru 16 April 2013  
Stop Work Order issued on 17 April 2013 and was rescinded on 05 June 2013  
Performance recommenced on 06 June 2013 and will continue to 25 March 2014.

The estimated Period of Performance for the Option Period I CLINs is 26 March 2014 - 25 March 2015.

The estimated Period of Performance for the Option Period II CLINs is 26 March 2015 - 25 March 2016.

### **TASK ORDER CLAUSE F.1 PLACE OF PERFORMANCE**

The contractor shall primarily perform the work at the JSFPO sites located at 200 12th Street South (CG4), Arlington, VA 22202, and 2450 Crystal Drive, Suite 800 (JSFPO-Annex 1), Arlington, VA 22202 and 2521 South

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Clark Street (Polk Facility), Arlington, VA 22202. However, some of the contractor support services shall be performed at other sites: JSFPO Field Office – NAWC/AD, 22145 Elmer Road, Building 2780, PAX River, MD 20670; JSFPO Field Office – 412 TW/DRP, JSF ITF; 225 North Flight Line Road, Building 1820, Edwards AFB, CA 93524; JSFPO Field Office – 640th AESS, Building 556, Room 013, Wright-Patterson AFB, OH 45433; JSFPO Field Office – 685 ARSS/JSF, 975 Escambia Road, Eglin AFB, FL 32542.

The contractor shall travel routinely to CONUS locations and occasionally to OCONUS locations to perform site visits/facility inspections as identified in the Performance Work Statement.

An alternate place of performance may be approved on a case by case basis. The contractor may submit a request for an alternate place of performance for a specific position in writing to the Contracting Officer Representative and are subject to the approval of the Government.

### **TASK ORDER CLAUSE F.2 PERIOD OF PERFORMANCE**

The Period of Performance (PoP) for this TO begins on the date of award (DOA) through the base period with two (2) one (1) year option periods for a maximum total performance period of three (3) years if all options are exercised.

### **TASK ORDER CLAUSE F.3 TO SCHEDULE AND MILESTONE DATES**

The following schedule of milestones will be used by the COR to monitor timely performance under this TO. Note that “days”, as used within the schedule, reflects working days unless otherwise noted. This schedule may be revised.

The following abbreviations are used in this schedule:

NLT: No Later Than

DOA: Date of Award

TOA - Task Order Award

All references to days: Government Workdays

<b>PWS DEL. NO.</b>	<b>MILESTONE/DELIVERABLE</b>	<b>SECTION REF.</b>	<b>PLANNED SUBMISSION DATE</b>	<b>CDRL</b>
01	Monthly Technical Report	C.4.2.6 C.4.2.8 C.4.2.11	10th day of each month	A001
02	Annual Technical Report	C.4.2.5 C.4.2.7 C.4.2.10	Annually	A002
03	Semi-Annual Technical Report	C.4.2.4 C.4.2.7 C.4.2.10	Semi-Annually	A003
04	Kick-Off Meeting Agenda and Slides	C.4.1.1	NLT two (2) days before the kick-off meeting/NLT ten (10) days after TOA	B001

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<b>PWS DEL. NO.</b>	<b>MILESTONE/DELIVERABLE</b>	<b>SECTION REF.</b>	<b>PLANNED SUBMISSION DATE</b>	<b>CDRL</b>
05	Monthly Status Report (MSR)	C.4.1.2	10th day of each month	B002
06	Weekly Status Report	C.4.1.2	Close of Business each Friday	B003
07	Monthly Expenditure Report	C.4.1.2	20th day of each month	B004
08	Trip Reports	C.4.1.2	Five (5) days after trip	B005
09	Meeting Reports	C.4.1.2 C.4.2.5	As required	B006
10	Problem Notification Report (PNR)	C.4.1.2	NLT one (1) day after problem is identified	B007
11	Project Management Plan (PMP)	C.4.1.4	Draft: TOA + 1 month  Final: TOA + 2 months  Updates: Bi-annually	B008
12	In Progress Review (IPR)	C.4.1.5	Quarterly through 7 Jul 2015	B009
13	Security Incident Report	C.4.2.3	Initial Report – within 72 hours of incident report; Final report – at conclusion of inquiry	B010
14	Incurred Cost Reporting	H 5252.232.9529	60 TOA	C001
14	Transition-Out Plan	C.4.1.3	Ninety (90) days after TOA	D001

**TASK ORDER CLAUSE F.4 PLACE(S) OF DELIVERY**

Originals of all deliverables and correspondence related to this TO shall be delivered to the COR.

**TASK ORDER CLAUSE F.5 NOTIFICATION REGARDING LATE DELIVER/ PROBLEM NOTIFICATION REPORT (PNR)**

The contractor shall notify the COR via a PNR (**see Section J, Attachment 2 and CDRL B007**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The COR in conjunction with the PCO will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including but not limited to termination.

**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, Exhibits A through D, attached hereto, and the following:

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



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Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (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: specified in each CDRL in Block 16.  
(End of Provision)

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## **SECTION G CONTRACT ADMINISTRATION DATA**

In addition to the clauses incorporated in Section G below, all applicable clauses in the basic IDIQ contract apply to this solicitation as well.

### **TASK ORDER CLAUSE G.1 CONTRACTING OFFICER REPRESENTATIVE (COR) APPOINTMENT (JUL 2005)**

(a) The Task Ordering Officer hereby appoints the following individual as the

Contracting Officer Representative (COR) for this Task Order

Name: A. Jason Verdugo  
E-mail: [anthony.verdugo@jsf.mil](mailto:anthony.verdugo@jsf.mil)  
Telephone: 703-601-5475

(b) The COR is responsible for those specific functions assigned in the Contracting Officer Representative appointment letter.

(c) Only the Task Order Contracting Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Ordering Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

### **TASK ORDER CLAUSE G.2 TASK ORDER ADMINISTRATION G.2.1 PROCURING CONTRACTING OFFICER (CO)**

Joint Strike Fighter

ATTN: Cliff Stevens, Procuring Contracting Officer

200 12th Street South

Arlington, VA 22202

Telephone: 703-602-5056

Email: [Clifford.Stevens@jsf.mil](mailto:Clifford.Stevens@jsf.mil)

### **TASK ORDER CLAUSE G.3 JSF TECHNICAL POINT OF CONTACT (TPOC)**

ATTN: Robert Sanborn

200 12th Street, Arlington, VA 22202

Telephone: 703-601-5701

Email: [robert.sanborn@jsf.mil](mailto:robert.sanborn@jsf.mil)

ATTN: Jeffrey O'Donnell

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200 12th Street, Arlington, VA 22202

Telephone: 703-601-5723

Email: jeffrey.odonnell@jsf.mil

**SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

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

ESTIMATED

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

COST	FEE	TOTAL CPFF	
██████████	██████████	██████████	Base Period 26 March 2013 - 25 March 2014
██████████	██████████	██████████	Option Period I 26 March 2014 - 25 March 2015
██████████	██████████	██████████	Option Period II 26 March 2015 - 25 March 2016
██████████	██████████	<b>\$20,678,876.33</b>	

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

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

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

**FUNDING PROFILE**

It is estimated that these incremental funds will provide for a level of effort. The following details funding to date:

**Total: \$13,089,485.00**

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

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR)

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Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and WAWF Vendor Guide”.

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

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

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Submit Voucher as **COMBO** (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD 250 Only)

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

Issue DODAAC	<u><b>N68335</b></u>
Admin DODAAC	<u>Block 6 of TO Cover</u>
Pay Office DODAAC	<u>Block 12 of TO Cover</u>
Inspector DODAAC	<u><b>F1ATD2</b></u>
Service Acceptor DODAAC	<u><b>F1ATD2</b></u>
Ship To DODAAC	<u><b>F1ATD2</b></u>
DCAA Auditor DODAAC	<u><b>HAA819</b></u>
LPO DODAAC	_____
Inspection Location	<u>See Section E</u> _____
Acceptance Location	<u>See Section E</u> _____

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

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

Send Additional Email Notification To: COR

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact A. Jason Verdugo (COR) [anthony.verdugo@jsf.mil](mailto:anthony.verdugo@jsf.mil).

**PGI 204.7108 Payment instructions.**

(a) *Scope.* This section applies to contracts and any separately priced orders that--

(1) Include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items)

(2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or

(3) Authorize financing payments.

(b) For contracts and orders covered by this subpart, the contracting officer shall insert numbered instructions in Section G (Contract Administration Data), to permit the paying office to charge the accounting classification citations assigned to that contract line item (see DFARS 204.7104-1(a)) in a manner that reflects the performance of work on the contract. When incorporating clauses by reference in Section G, cite the clause number, title, and date. If additional accounting classification citations are subsequently added, the payment instructions must be modified to include the additional accounting classification citations. Also, contracting officers shall not issue modifications that would create retroactive changes to payment instructions. All payment instruction changes shall be effective as of the date of the modification. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(c) Payment instructions—

(1) Shall provide a methodology for the payment office to assign payments to the appropriate accounting classification citation(s), based on anticipated contract work performance;

(2) Shall be consistent with the reasons for the establishment of separate contract line items;

(3) Shall be selected from those provided in paragraph (d) of this section;

(4) Shall be revised to address the impact of changes to contract funding or significant disparities between existing instructions and actual contract performance;

(5) Shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied;

(6) Shall not be mixed within a level by contract type. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract type. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item;

(7) For contracts or orders that contain a combination of fixed-price, cost-reimbursement, and/or time-and-materials/labor-hour line items, shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items);

(8) For contracts or orders that contain foreign military sales requirements, shall include instructions for distribution of the contract financing payments to each country's account; and

(9) Shall use one of the standard payment instructions in paragraphs (d)(7) through (11) of this section unless the contracting officer documents in the contract file that there are significant benefits of requiring contractor identification of the contract line item on the payment request.

(d) The numbered payment instructions ((d)(1) through (12)) below correspond to the automated payment instructions in the supporting systems; therefore, care should be exercised when identifying the numbered instructions below in Section G of the contract. Include either one contract-wide instruction or one or more line item specific instructions. The contracting officer shall not use a combination of contract-wide and line item specific instructions.

(12) *Other.* If none of the standard payment instructions identified in paragraphs (d)(1) through (11) of this section are appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

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

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

"DFAS shall pay in accordance with Contractor's invoice as funds allotted to CLINs can be from multiple customers. Using clauses 1-11 would result in one customer paying for another customer's work. In order to avoid this discrepancy the use of PGI (d) 012 other is needed. The vendor is advised of which ACRN to invoice, therefore payment shall be made against the ACRN cited on the contractor's invoice."

### **5252.232-9529, Incurred Cost Reporting and Progress Reporting for Services (DEC 2012)**

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract **CDRL C001**. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

**General:** The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and **CDRL C001**. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in **Attachment 13** shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

#### **a) Incurred Costs:**

1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in **Attachment 13**.

2) **Labor:** Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals > Hourly Tripwire" tab included in **Attachment 13**. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in **Attachment 13**. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in Seaport MAC contract clause H-10 Savings Clause.

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

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

(a) Contract Administration Office.

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

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: as delineated by Procuring Contracting Officer (PCO) correspondence.

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

Accounting Data

SLINID	PR Number	Amount
400101	130033695200001	2647957.00
LLA :		
AA 5733600 2934 748 65383 1 4G910P 55 901648 00F667100F67 100 667100		
400102	130034123700001	43000.00
LLA :		
AB 97-11X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020 667100		
FMS Case IS-D-SAC		
400103	130034123300001	17000.00
LLA :		
AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100		
400104	130034123500002	17000.00
LLA :		
AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F671100FSR008 667100		
FMS CASE JA-D-SBC		
600101	1300336995200002	343043.00
LLA :		
AA 5733600 2934 748 65383 1 4G910P 55 901648 00F667100F67 100 667100		
600102	130034123700002	20000.00
LLA :		
AB 97-11X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020 667100		
FMS Case IS-D-SAC		
600103	130034123300002	10000.00
LLA :		
AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100		
FMS Case SN-D-QAQ		
600104	130034123500002	27000.00
LLA :		
AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F671100FSR008 667100		
FMS CASE JA-D-SBC		
600201	130033695200003	9000.00
LLA :		
AA 5733600 2934 748 65383 1 4G910P 55 901648 00F667100F67 100 667100		

BASE Funding 3134000.00  
Cumulative Funding 3134000.00

MOD 01 Funding 0.00  
Cumulative Funding 3134000.00

MOD 02

400102	130034123700001	(43000.00)
LLA :		
AB 97-11X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020 667100		
FMS Case IS-D-SAC		
400103	130034123300001	(17000.00)
LLA :		
AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100		
400104	130034123500002	(17000.00)
LLA :		
AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F671100FSR008 667100		
FMS CASE JA-D-SBC		

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600102 130034123700002 (17000.00)

LLA :

AB 97-11X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020 667100  
FMS Case IS-D-SAC

600103 130034123300002 (7000.00)

LLA :

AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100  
FMS Case SN-D-QAQ

600104 130034123500002 (16000.00)

LLA :

AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F671100FSR008 667100  
FMS CASE JA-D-SBC

MOD 02 Funding -117000.00  
Cumulative Funding 3017000.00

MOD 03

400105 130035526500001 43000.00

LLA :

AB 97-11X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020 667100

400106 130035519800001 17000.00

LLA :

AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100

400107 130035519900001 17000.00

LLA :

AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100

600105 130035526500002 17000.00

LLA :

AB 97-11X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020 667100

600106 130035519800002 7000.00

LLA :

AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100

600107 130035519900002 16000.00

LLA :

AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100

MOD 03 Funding 117000.00  
Cumulative Funding 3134000.00

MOD 04 Funding 0.00  
Cumulative Funding 3134000.00

MOD 05

400201 130037494900001 485000.00

LLA :

AA 5733600 2934 748 65383 1 4G910P 55 901648 00F667100F67 100 667100

MOD 05 Funding 485000.00  
Cumulative Funding 3619000.00

MOD 06

400202 130034637600005 16000.00

LLA :

AA 5733600 2934 748 65383 1 4G910P 55 901648 00F667100F67 100 667100

400203 130034637600006 100000.00

LLA :

AA 5733600 2934 748 65383 1 4G910P 55 901648 00F667100F67 100 667100



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MOD 06 Funding 116000.00  
Cumulative Funding 3735000.00

MOD 07 Funding 0.00  
Cumulative Funding 3735000.00

MOD 08

400108 130039304400001 1000000.00  
LLA :  
AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

400204 130039304400002 125000.00  
LLA :  
AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

MOD 08 Funding 1125000.00  
Cumulative Funding 4860000.00

MOD 09

400109 130039304400003 800000.00  
LLA :  
AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

MOD 09 Funding 800000.00  
Cumulative Funding 5660000.00

MOD 10

400110 130039304400004 100000.00  
LLA :  
AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

400111 130035526500002 1065.49  
LLA :  
AB 97-11X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020 667100

400112 130035519900002 11773.32  
LLA :  
AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100

400201 130037494900001 (159000.00)  
LLA :  
AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

400202 130034637600005 (16000.00)  
LLA :  
AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

400203 130034637600006 (100000.00)  
LLA :  
AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

400204 130039304400002 (125000.00)  
LLA :  
AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

410101 130037494900001 159000.00  
LLA :  
AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

410102 130034637600005 16000.00  
LLA :  
AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

410103 130034637600006 100000.00  
LLA :  
AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

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410104 130039304400002 125000.00  
 LLA :  
 AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

410201 130033695200002 200000.00  
 LLA :  
 AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

600101 1300336995200002 (200000.00)  
 LLA :  
 AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

600105 130035526500002 (1065.49)  
 LLA :  
 AB 97-11X8242 0002 4FX 4790C S ACIS00 00 000000 002500066710 0F67100FSR020 667100

600107 130035519900002 (11773.32)  
 LLA :  
 AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100

600201 130033695200003 (7800.00)  
 LLA :  
 AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

610101 130039304400005 100000.00  
 LLA :  
 AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

610201 130033695200003 7800.00  
 LLA :  
 AA 5733600 2934 748 65383 1 4G91OP 55 901648 00F667100F67 100 667100

MOD 10 Funding 200000.00  
 Cumulative Funding 5860000.00

MOD 11

400106 130035519800001 (17000.00)  
 LLA :  
 AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100

410105 130035519800004 17000.00  
 LLA :  
 AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100

410106 130034123500005 5000.00  
 LLA :  
 AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100

410107 130039304400007 4850000.00  
 LLA :  
 AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

410202 130039304400008 1775000.00  
 LLA :  
 AE 5743600 2944 748 65383 1 4G91OP 55 901648 00F667100F67 100FSR022213P 667100

600103 130034123300002 (3000.00)  
 LLA :  
 AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100  
 FMS Case SN-D-QAQ

610102 130034123300005 3000.00  
 LLA :  
 AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100

610103 130034123500006 15000.00  
 LLA :  
 AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100

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610104 130039304400009 247000.00

LLA :

AE 5743600 2944 748 65383 1 4G910P 55 901648 00F667100F67 100FSR022213P 667100

610202 130039304400010 3000.00

LLA :

AE 5743600 2944 748 65383 1 4G910P 55 901648 00F667100F67 100FSR022213P 667100

MOD 11 Funding 6895000.00

Cumulative Funding 12755000.00

MOD 12

410108 130042211000001 3375.00

LLA :

AF 97-11X8242 AL62 4A4 15JS0 A DMOOA0 05 L25064 000000066710 0F67100FSR000110PSR00 667100

410109 130042217100001 15500.00

LLA :

AG 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100FSR020581PSRF0 667100

410110 130042217300001 28500.00

LLA :

AH 9711X2842 0002 4FX 4790C S ACIS00 00 000000 002600066710 0F67100ALDAAF020581 667100

410111 130034123500007 23000.00

LLA :

AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100

410112 130042217700001 7000.00

LLA :

AJ 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070100066710 0F67100FSR008686PSR53 667100

610105 130042211000002 5110.00

LLA :

AF 97-11X8242 AL62 4A4 15JS0 A DMOOA0 05 L25064 000000066710 0F67100FSR000110PSR00 667100

610106 130042217100002 15000.00

LLA :

AG 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100FSR020581PSRF0 667100

610107 130042217300002 5000.00

LLA :

AH 9711X2842 0002 4FX 4790C S ACIS00 00 000000 002600066710 0F67100ALDAAF020581 667100

610108 130034123500008 11000.00

LLA :

AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100

610109 130042217700002 13000.00

LLA :

AJ 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070100066710 0F67100FSR008686PSR53 667100

MOD 12 Funding 126485.00

Cumulative Funding 12881485.00

MOD 13 Funding 0.00

Cumulative Funding 12881485.00

MOD 14

410113 1300422171-0001 7000.00

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LLA :  
AK 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100 FSR020581PSR02 667  
100

610110 1300422171-0001 12000.00

LLA :  
AK 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100 FSR020581PSR02 667  
100

Standard Number: 1300422171-0001

MOD 14 Funding 19000.00  
Cumulative Funding 12900485.00

MOD 15

410113 1300422171-0001 (7000.00)

LLA :  
AK 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100 FSR020581PSR02 667  
100

Change LOA for FMS.

410114 1300435961 7000.00

LLA :  
AK 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100 FSR020581PSR02 667  
100

600106 130035519800002 (7000.00)

LLA :  
AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100  
Deobligate \$7,000.00 from CLIN 600106.

610110 1300422171-0001 (12000.00)

LLA :  
AK 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100 FSR020581PSR02 667  
100

Change LOA for FMS.

610111 1300355198-0002 7000.00

LLA :  
AC 97-11X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027 667100  
Funding for FMS

610112 13004355961 12000.00

LLA :  
AK 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100 FSR020581PSR02 667  
100

MOD 15 Funding 0.00  
Cumulative Funding 12881485.00

MOD 16 Funding 0.00  
Cumulative Funding 12881485.00

MOD 17

410109 130042217100001 (15500.00)

LLA :  
AG 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100FSR020581PSRF0 6671  
00

410114 1300422171-0001 8500.00

LLA :  
AK 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100 FSR020581PSR02 667  
100

Standard Number: 1300422171

PR1300422171 Amendment 0001 corrects ACRN AG LOA obligated in Mod12; and corrects  
PR Number from Mod 15.

FMS Case IS-D-SAC

410115 1300435961 7000.00

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LLA :

AJ 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070100066710 0F67100FSR008686PSR53 6671  
00

Standard Number: 130043596100001  
FMS Case JA-D-SBC.

610106 130042217100002 (15000.00)

LLA :

AG 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100FSR020581PSRF0 6671  
00

610112 1300422171-00001 3000.00

LLA :

AK 9711X8242 0002 4FX 4790C S ACIS00 00 000000 001800066710 0F67100 FSR020581PSR02 667  
100

Standard Number: 130042217100004

This ACRN reflects a change in LOA under ACRN AG; and corrects the PR number from  
Mod 15. FMS Case IS-D-SAC

610113 1300435961 12000.00

LLA :

AJ 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070100066710 0F67100FSR008686PSR53 6671  
00

Standard Number: 130043596100002

FMS Case JA-D-SBC

MOD 17 Funding 0.00

Cumulative Funding 12881485.00

MOD 18

410107 130039304400007 700000.00

LLA :

AE 5743600 2944 748 65383 1 4G910P 55 901648 00F667100F67 100FSR022213P 667100

410117 1300471544 23000.00

LLA :

AL 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254

Standard Number: 1300471544

FMS Case KS-D-SAC

410118 1300471543 91000.00

LLA :

AM 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070200066710 0F67100FSR004254

Standard Number: 1300471543

FMS Case KS-D-SAC

410202 130039304400008 (700000.00)

LLA :

AE 5743600 2944 748 65383 1 4G910P 55 901648 00F667100F67 100FSR022213P 667100

610114 1300471543 24000.00

LLA :

AM 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070200066710 0F67100FSR004254

Standard Number: 1300471543

FMS Case KS-D-SAC.

610115 1300471544 16000.00

LLA :

AL 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254

Standard Number: 1300471544

FMS Case KS-D-SAC

MOD 18 Funding 154000.00

Cumulative Funding 13054485.00

MOD 19

410119 130048124000001 35000.00

LLA :

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AN 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR0042524PSRI0 667  
100  
FMS Korea

610116 130048124000002 15000.00

LLA :

AN 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR0042524PSRI0 667  
100

MOD 19 Funding 50000.00  
Cumulative Funding 13104485.00

MOD 20

720101 1300484340000001 5205323.68

LLA :

AP 1751319 S5AX 251 00019 0 050120 2D 000000  
USG RDT&E FY15 Funding

720201 130048434000001 742630.00

LLA :

AP 1751319 S5AX 251 00019 0 050120 2D 000000  
USG RDT&E FY15 Funds

720401 130048809700001 18297.40

LLA :

AR 9711X8242 AL62 4A5 15JS0 A DMOOA0 05 L20000 000000066710 0F67100FSR000126PSR00 6671  
00  
FMS Admin Funding

720501 130048809400001 18297.40

LLA :

AQ 9711X8242 0002 4FX 4790C S ACIS00 00 000000 002800066710 0F67100FSR020581PSR11 6671  
00  
FMS IsraelFunding

720601 130047154400003 10404.05

LLA :

AL 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254  
FMS Korea Funding (0700)

720602 130048124000003 29594.80

LLA :

AN 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR0042524PSRI0 667  
100  
Korea (0706) Funding

720701 130048809600001 46206.20

LLA :

AS 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070900066710 0F67100FSR008686PSRB6 6671  
00  
FMS Japan Funding.

720801 130035519800007 1889.61

LLA :

AC 97-11X8242 0002 4FX 4790C Q AQSNO0 00 000000 000800066710 0F67100FSR027 667100  
FMS Singapore Funding

920101 130048434000001 704846.34

LLA :

AP 1751319 S5AX 251 00019 0 050120 2D 000000  
USG RDT&E FY15 Funding.

920201 130048434000001 19620.85

LLA :

AP 1751319 S5AX 251 00019 0 050120 2D 000000  
USG RDT&E FY15 Funding

920301 130047154400004 7360.00

LLA :

AL 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254

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FMS Korea (700) Funding

920302 130048124000004 7000.00  
 LLA :  
 AN 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR0042524PSRI0 667  
 100

FMS Korea (706) Funding

920401 130048809600002 8686.00  
 LLA :  
 AS 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070900066710 0F67100FSR008686PSRB6 6671  
 00

FMS Japan Funding

MOD 20 Funding 6820156.33  
 Cumulative Funding 19924641.33

MOD 21

720101 130048434000001 (5205323.68)  
 LLA :  
 AP 1751319 S5AX 251 00019 0 050120 2D 000000  
 USG RDT&E FY15 Funding

720102 130048434000001 5205323.68  
 LLA :  
 AT 1751319 S5AX 251 00019 0 050120 2D 000000 A00002772921  
 USG RDT&E FY15 Funding. ACRN AT corrects ACRN AP LOA.

720201 130048434000001 (742630.00)  
 LLA :  
 AP 1751319 S5AX 251 00019 0 050120 2D 000000  
 USG RDT&E FY15 Funds

720202 130048434000001 742630.00  
 LLA :  
 AT 1751319 S5AX 251 00019 0 050120 2D 000000 A00002772921  
 USG RDT&E FY15 Funding. ACRN AT corrects ACRN AP LOA.

920101 130048434000001 (704846.34)  
 LLA :  
 AP 1751319 S5AX 251 00019 0 050120 2D 000000  
 USG RDT&E FY15 Funding.

920102 130048434000001 704846.34  
 LLA :  
 AT 1751319 S5AX 251 00019 0 050120 2D 000000 A00002772921  
 USG RDT&E FY15 Funding. ACRN AT corrects ACRN AP LOA.

920201 130048434000001 (19620.85)  
 LLA :  
 AP 1751319 S5AX 251 00019 0 050120 2D 000000  
 USG RDT&E FY15 Funding

920202 130048434000001 19620.85  
 LLA :  
 AT 1751319 S5AX 251 00019 0 050120 2D 000000 A00002772921  
 USG RDT&E FY15 Funding. ACRN AT corrects ACRN AP LOA.

MOD 21 Funding 0.00  
 Cumulative Funding 19924641.33

MOD 22 Funding 0.00  
 Cumulative Funding 19924641.33

MOD 23 Funding 0.00  
 Cumulative Funding 19924641.33

MOD 24

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410119 130048124000001 (35000.00)  
 LLA :  
 AN 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR0042524PSRIO 667  
 100  
 FMS Korea

410120 130048124000001 35000.00  
 LLA :  
 AU 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR004254PSRIO 6671  
 00  
 FMS Korea

610116 130048124000002 (15000.00)  
 LLA :  
 AN 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR0042524PSRIO 667  
 100

610117 130048124000002 15000.00  
 LLA :  
 AU 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR004254PSRIO 6671  
 00  
 FMS Korea

720402 130048809700002 20000.00  
 LLA :  
 AR 9711X8242 AL62 4A5 15JS0 A DMOOA0 05 L20000 000000066710 0F67100FSR000126PSR00 6671  
 00  
 FMS Admin Funds

720602 130048124000003 (29594.80)  
 LLA :  
 AN 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR0042524PSRIO 667  
 100  
 Korea (0706) Funding

720603 130048124000005 29594.80  
 LLA :  
 AU 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR004254PSRIO 6671  
 00  
 FMS Korea Funding. ACRN AU corrects ACRN AN LOA.

720604 130047154400005 9000.00  
 LLA :  
 AL 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254  
 FMS Korea

720605 130048124000005 50000.00  
 LLA :  
 AU 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR004254PSRIO 6671  
 00  
 FMS Korea

720702 130050325800001 36920.00  
 LLA :  
 AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100  
 Standard Number: 130050325800001  
 Japan funding.

720703 130048809600003 19500.00  
 LLA :  
 AS 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070900066710 0F67100FSR008686PSRB6 6671  
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 FMS Japan Funding.

920302 130048124000004 (7000.00)  
 LLA :  
 AN 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR0042524PSRIO 667  
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 FMS Korea (706) Funding

920303 130048124000002 7000.00  
 LLA :



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AU 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR004254PSRI0 6671  
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FMS Korea Funding. ACRN AU corrects ACRN AN LOA.

920304 130048124000006 15000.00  
LLA :  
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FMS Korea

920305 130047154400006 10000.00  
LLA :  
AL 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254  
FMS Korea

920402 130050325800002 44000.00  
LLA :  
AD 97-11X8242 0002 4FX 4790C S BCJA00 00 000000 070200066710 0F67100FSR008 667100  
Standard Number: 130050325800002  
FMS Japan Funding.

920403 130048809600004 21000.00  
LLA :  
AS 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070900066710 0F67100FSR008686PSRB6 6671  
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FMS Japan Funding,

920501 130048809700003 20000.00  
LLA :  
AR 9711X8242 AL62 4A5 15JS0 A DMOA0 05 L20000 000000066710 0F67100FSR000126PSR00 6671  
00  
FMS Admin Funds

MOD 24 Funding 245420.00  
Cumulative Funding 20170061.33

MOD 25 Funding 0.00  
Cumulative Funding 20170061.33

MOD 26 Funding 0.00  
Cumulative Funding 20170061.33

MOD 27 Funding 0.00  
Cumulative Funding 20170061.33

MOD 28 Funding 0.00  
Cumulative Funding 20170061.33

MOD 29

720502 130053019700001 58500.00  
LLA :  
AV 9711X8242 0002 4FX 4790C S ACIS00 00 000000 070000066710 0F67100FSR020581PSR21 6671  
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Israel Funding

720606 1300471544 14850.00  
LLA :  
AX 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254PSR66 6671  
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Korea Funding

720607 1300481240 39600.00  
LLA :  
AU 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR004254PSRI0 6671  
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Korea Funding

720704 1300530196 94050.00  
LLA :  
AY 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070500066710 0F67100FSR008686PSR01 6671

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Japan Funding

720802 1300530195 9900.00

LLA :

AW 9711X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027148PSR01 6671

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Singapore Funding

920306 1300471544 18750.00

LLA :

AX 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070000066710 0F67100FSR004254PSR66 6671

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Korea Funding

920307 1300481240 50000.00

LLA :

AU 9711X8242 0002 4FX 4790C S ACKS00 00 000000 070600066710 0F67100FSR004254PSRI0 6671

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Korea Funding

920404 1300530196 118750.00

LLA :

AY 9711X8242 0002 4FX 4790C S BCJA00 00 000000 070500066710 0F67100FSR008686PSR01 6671

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Japan Funding

920601 1300530197 100400.00

LLA :

AV 9711X8242 0002 4FX 4790C S ACIS00 00 000000 070000066710 0F67100FSR020581PSR21 6671

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Isreal Funding

920701 1300530195 12500.00

LLA :

AW 9711X8242 0002 4FX 4790C Q AQSN00 00 000000 000800066710 0F67100FSR027148PSR01 6671

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Singapore Funding

MOD 29 Funding 517300.00

Cumulative Funding 20687361.33

MOD 30 Funding 0.00

Cumulative Funding 20687361.33

MOD 31

410108 130042211000001 (3375.00)

LLA :

AF 97-11X8242 AL62 4A4 15JS0 A DMOOA0 05 L25064 000000066710 0F67100FSR000110PSR00 667

100

610105 130042211000002 (5110.00)

LLA :

AF 97-11X8242 AL62 4A4 15JS0 A DMOOA0 05 L25064 000000066710 0F67100FSR000110PSR00 667

100

MOD 31 Funding -8485.00

Cumulative Funding 20678876.33

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

In addition to the clauses incorporated in Section H below, all applicable clauses in the basic IDIQ contract apply to this solicitation as well.

### **TASK ORDER CLAUSE H.1 GOVERNMENT PROPERTY**

#### **H.1.1 GOVERNMENT PROPERTY (GFP)**

The Government will provide office space furnished with a desk, computer, telephone, and basic access to printers, fax machines, scanners, and copy machines. Blackberries will be issued to contractors as necessary for their function. The Government retains ownership of all equipment and will execute periodic inventory assessments.

The contractor shall safeguard and secure all GFP in accordance with DoD governing policies and procedures. All GFP including, but not limited to, IT equipment, software, communication devices, telephones, access cards, office furniture, and supplies will be returned to the JSFPO Operations IPT prior to the departure of each responsible contractor employee or at the end of the TO, whichever date comes earlier.

Contractor staff will also receive appropriate building badges/accesses to enter Government facilities. Use of all GFP for other than Government work is strictly prohibited.

#### **H.1.2 GOVERNMENT FURNISHED INFORMATION**

The JSFPO will provide access to the necessary JSF documentation to perform the tasks identified in Section C.

### **TASK ORDER CLAUSE H.2 TRAVEL**

#### **H.2.1 TRAVEL REGULATIONS**

The contractor shall comply with the guidance in FAR 31.205-46 using the regulations specified below:

- a. FTR - prescribed by the GSA for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR), Volume 2, DoD Civilian Personnel, Appendix A. prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas", prescribed by the Department of State (DoS), for travel in areas not covered in the FTR or JTR.
- d. NO FEE ALLOWED ON TRAVEL PER NAVAIR POLICY

#### **H.2.2 TRAVEL AUTHORIZATION REQUESTS**

Prior to any long distance travel, the contractor shall prepare a Travel Authorization Request (**See Section J, Attachment 3**) for TPOC review and COR approval. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible. If a requirement for long distance travel arises while an individual is already on a long distance trip, the individual shall prepare and submit a Travel Authorization Request when possible, but no later than five (5) days after returning from the long distance trip.

##### **H.2.2.1 CONTENT OF TRAVEL REQUESTS**

Requests for travel approval shall:

Be prepared in a legible manner

- Be summarized by traveler

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- Contain date, time, and points of departure
- Identify the TO number
- Identify date prepared, Travel Authorization UID#
- Identify the CLIN(s) associated with the travel
- Name each traveler
- Name the Contractor or Sub-Contractor
- Contain origin and destination
- Contain dates of travel
- Contain organization to be visited
- Contain statement of purpose of travel
- Identify whether the travel request involves back-to-back trips
- Contain the requesting individual's name
- Contain the Government approving official name and signature or have the email attached
- Provide an estimate of travel funds required (include airfare, rental car, lodging, transportation, parking, POV mileage, gasoline, etc.)
- Contain G&A costs
- Contain JSF TPOC approval or evidence of approval
- Be submitted in advance of the travel with sufficient time to permit review and approval.

The contractor shall keep a summary of all long-distance travel, to include, at a minimum, the name of the employee, location of travel, duration of trip, and POC at travel location.

### **TASK ORDER CLAUSE H.3 ODC AUTHORIZATION REQUESTS**

The Government may require the contractor to purchase hardware, software, and associated supplies critical and related to the services being acquired under this TO. Purchases of hardware or software shall only be made with PCO approval. Such requirements will be identified during the course of the TO by the Government. If the contractor desires to initiate a purchase within the scope of this TO, the contractor shall submit to the TPOC and COR, a Consent to Purchase Request (**Section J, Attachment 4**) to initiate the purchase. The request shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved Consent to Purchase Request by the PCO.

### **TASK ORDER CLAUSE H.4 SECURITY REQUIREMENTS**

Contractor support to the following PBSOW Subtasks requires a final TOP SECRET (TS) security clearance. A final TS security clearance is based upon an investigation current within the past five years and be eligibility for access to SAPs and SCI.

- Subtask 2.1 – Activity Security Officer Support –(JSFPO-Polk Facility)
- Subtask 2.2 – Classification Management Support
- Subtask 2.3 – Inquiries on all Security-Related Incidents
- Subtask 2.4 – Physical Security Support
- Subtask 2.5 – Information Security Support
- Subtask 2.6 – Personnel Security Support
- Subtask 2.7 – SAP Facility Security Operations Support
- Subtask 2.11 – Security Administration Support
- Subtask 2.12 – PSO Administrative Support
- Subtask 2.13 – CI Product Manager/Intelligence Security Analyst
- Subtask 3.3 – Certification & Accreditation Services for Business Systems

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- Subtask 3.4 – Anti-Tamper Security Services
- Subtask 5.1 – International SAP Administration
- Subtask 5.2 – International SAP Security

Contractor support to the following PBSOW Subtasks requires a final SECRET security clearance. A final SECRET security clearance is based upon an investigation current within the past five years.

- Subtask 2.8 – Visitor Control Support
- Subtask 2.9 – Ship & Site Activation Team Security Support
- Subtask 2.10 – Security Education & Training
- Subtask 2.14 – Program Protection Support Services
- Subtask 3.1 – System Security Engineering Services
- Subtask 3.2 – C&A Services for AS/Ground Support Systems
- Subtask 3.5 – COMSEC Engineering Services
- Subtask 3.6 – TEMPEST Engineering Services
- Subtask 4.1 – Foreign Disclosure Analysis
- Subtask 4.2 – Foreign Disclosure Auditing
- Subtask 4.3 – Foreign Visit Services
- Subtask 4.4 – Foreign Disclosure Training

In addition to the above security clearance requirements the following PBSOW Subtasks require the contractor to be eligible for SCI and/or SAP:

**Sensitive Compartmented Information (SCI):**

- Subtask 2.3 – Inquiries on all Security-Related Incidents
- Subtask 2.6 – Personnel Security Support
- Subtask 2.13 – CI Product Manager/Intelligence Security Analyst

**Special Access Program (SAP):**

- Subtask 2.1 – Activity Security Officer Support( JSFPO-Polk Facility)
- Subtask 2.2 – Classification Management Support
- Subtask 2.3 – Inquiries on all Security-Related Incidents
- Subtask 2.4 – Physical Security Support
- Subtask 2.5 – Information Security Support
- Subtask 2.6 – Personnel Security Support
- Subtask 2.7 – SAP Security Operations Support

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- Subtask 2.8 – Visitor Control Support
- Subtask 2.9 – Ship & Site Activation Team Security Support
- Subtask 2.10 – Security Education & Training
- Subtask 2.11 – Security Administration Support
- Subtask 2.12 – PSO Administrative Support
- Subtask 2.13 – CI Product Manager/Intelligence Security Analyst
- Subtask 2.14 – Program Protection Support Services
- Subtask 3.1 – System Security Engineering Services
- Subtask 3.2 – C&A Services for AS/Ground Support Systems
- Subtask 3.3 – C&A Services for Business Systems
- Subtask 3.4 – Anti-Tamper Security Services
- Subtask 3.5 – COMSEC Engineering Services
- Subtask 3.6 – TEMPEST Engineering Services
- Subtask 4.1 – Foreign Disclosure Analysis
- Subtask 4.2 – Foreign Disclosure Auditing
- Subtask 4.3 – Foreign Visit Services
- Subtask 4.4 – Foreign Disclosure Training
- Subtask 5.1 – International SAP Administration
- Subtask 5.2 – International SAP Security
- Subtask 6.0 – Special Security Studies

Compliance with DoD security policy and applicable USAF and USN security directives and methods will be required.

Contractor employees required to routinely travel to the Pentagon or other DoD offices within the National Capital Region (NCR) in support of this TO will be required to obtain a Pentagon/other DoD facility badge/identification (ID), Common Access Card (CAC), system accounts (log-on and email), and/or NMCI access.

All army activities (ALARACT) 1740 dated 04 March 2002 provides guidance for the implementation and issuance of the CAC to all eligible Government and contractor personnel. The ALARACT requires that the DD Form 1172-2 (Application for DoD CAC – Defense Enrollment Eligibility Reporting System (DEERS) Enrollment) be verified by the CO, COR, or a designated Government representative. The COR for this TO is the designated Government representative authorized to verify and sign the DD Form 1172-2. The 1172-2 should cite the TO number identified on the Task Order Award (TOA) document, DD Form 1155.

Security Requirements for Overseas Travel:

For travel requirements/restrictions to any foreign country, see the Foreign Clearance Guide (FCG)

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the following website for applicable information:

<https://www.fcg.pentagon.mil/fcg.cfm>

All contractor personnel must be at least eighteen (18) years of age and U.S. citizens.

A final DD254 (**Section J, Attachment 10**) will be provided at the time of award.

This is a DoD work effort that involves access to and/or the safeguarding of classified information material. The security policies, procedures, and requirements stipulated in the National Industrial Security Program Operating Manual (NISPOM), and any supplements thereto are applicable. To include, applicable Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulations (DFARS).

The contractor shall comply with agency personal identity verification procedures identified in the TO that implement Homeland Security Presidential Directives-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, Federal Information Processing Standards Publication (FIPS PUB) number 201) and HSPD-12, SOP, Personnel Security Process, dated November 18, 2005. The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federal controlled facility or access to a Federal information system.

The security policies, procedures and requirements stipulated in the NISPOM and supplements thereto are applicable, to include the following security requirements and/or guidance whenever TO performance will occur on a DoD installation or within a DoD controlled facility or activity:

- a. The contractor shall possess a facility clearance equal to the highest classification stated in the above paragraph in accordance with the NISPOM for TO performance.
- b. Disclosure of Information: The contractor shall not release to anyone outside the contractor's organization or outside the JSF program entities (contractors, subcontractors, government facilities) any classified information, regardless of medium (e.g., film, tape, document, etc.), pertaining to any part of this TO or any program related to this TO, unless: (1) The CO has given prior written approval; or (2) The information is otherwise in the public domain before the date of release. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the CO, COR and JSF TPOC at least forty-five (45) days before the proposed date for the release. The contractor agrees to include a similar requirement in each subcontract under this TO. Subcontractors shall submit request for authorization to release through the TO prime contractor to the CO, COR and JSF TPOC.
- c. The contractor's procedures for protecting against unauthorized disclosure of information shall not require DoD employees or members of the Armed Forces to relinquish control of their work product, whether classified or not, to the contractor.
- d. Prior to beginning operations involving classified information at the Government facility, the offeror must possess prior to award of the TO, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification 9, DD Form 254, attached to this solicitation, the contractor shall enter into a security agreement (or understanding) with the local Government security office. This will ensure contractors follow local security procedures while performing at the Government facility. As a minimum, the agreement shall identify the security actions that will be performed: (a) By the Government facility for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security reviews under DoD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and (b) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency

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procedures to protect classified information.

e. Pursuant to Section 808 of Pub. L. 102-190 (DFARS 204, Subpart 204.402(2)), DoD employees or members of the Armed Forces who are assigned to or visiting a contractor facility and are engaged in oversight of an acquisition program will retain control of their work product. Classified work products of DoD employees or members of the Armed Forces shall be handled in accordance with DoD 5220.22-M. Contractor procedures for protecting against unauthorized disclosure of information shall not require DoD employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to a contractor.

f. If a visit to a contractor facility will require access to classified information, the visitors must give the contractor advance written notice.

g. When TO performance will involve classified information, the CO shall ensure that the DD Form 254, Contract Security Classification Specification, includes the complete mailing address of the Information Security Program Manager (ISPM) and the responsible MAJCOM security forces. Promptly after TO award, the CO shall provide a copy of the DD Form 254 to each addressee on the DD Form 254.

h. Work on this project may require that personnel have access to Privacy and other sensitive information. Personnel shall adhere to the Privacy Act, Title 5 of the United States code, section 552a and applicable Client Agency rules and regulations.

i. Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this TO, until made public or specifically authorized by the Government. The contractor shall not use, disclose, or reproduce third party companies' proprietary data, other than as authorized and required in performance of this TO. Personnel working on this project will be required to sign a Non-Disclosure Agreement (NDA) (**Section J, Attachment 6**) immediately upon their start on the project. The contractor's procedures for protecting against unauthorized disclosure of information shall not require DoD employees or members of Armed Forces to relinquish control of their work product, whether classified or not, to the contractor.

#### **TASK ORDER CLAUSE H.5 TECHNICAL ASSISTANCE AGREEMENT**

In order for the contractor, to include subcontractors, consultants, and teaming partners, to engage in technical discussions (defense services) with the JSF Foreign Government Defense Agencies within the JSF Program, all JSF contractors (to include any subcontractors, consultants, or teaming partners) shall have a TAA authorizing export privileges with the cooperative partners as well as the active Foreign Military Sales (FMS) participants. In order to submit a TAA, the offeror, including any subcontractors, consultants, or teaming partners must be registered with the Director, Defense Trade Controls (DDTC), and U.S. DoS (renewable each year) within 10 days of contract award. Upon award, a TAA shall be submitted to DDTC within thirty (30) days after TOA requesting authorization to participate in defense services with the JSF Partners/participants Government Defense Agencies. Note, registration does not confer any export privileges but is a prerequisite to export licensing approval. If a company (including subcontractors, consultants, or teaming partners) has already registered with DDTC, the proposal shall include the company's DDTC Registration number and expiration date.

#### **TASK ORDER CLAUSE H.6 PROPRIETARY INFORMATION AGREEMENTS**

The contractor shall obtain, and continue to maintain throughout the life of the TO, Proprietary Information Agreements (PIAs) with each of the critical JSF Prime and subcontractor firms as well as commercial technical information relationships with all key JSF U.S. and U.K contractors. These agreements allow contractors to share sensitive internal design documents, models, and projections. The contractor shall have PIAs with Lockheed Martin Aerospace, Pratt & Whitney,



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Northrop Grumman Air Combat Systems and Northrop Grumman Electronic Systems within 30 days after task Order award. A list of additional required PIAs will be given to the contractor upon award and the agreements shall be in place no later than six (6) months after TO award (TOA).

## **TASK ORDER CLAUSE H.9 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

### **H.9.1 ORGANIZATIONAL CONFLICT OF INTEREST**

If the contractor is currently providing support or anticipates providing support to the JSFPO that creates or represents an actual or potential organizational Conflict of Interest (OCI), the contractor shall immediately disclose this actual or potential OCI in accordance with FAR Subpart 9.5. The contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the contractor (and any subcontractors, consultants or teaming partners) agrees to disclose information concerning the actual or potential conflict with any proposal for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

### **H.9 .2 NON-DISCLOSURE REQUIREMENTS**

If this TO requires the contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall ensure that all of its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form ( **see Section J, Attachment 5**) prior to the commencement of any work on the TO.
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or quote information, or source selection information.

All proposed replacement contractor personnel also must submit a Non-Disclosure Agreement (NDA) and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

## **TASK ORDER CLAUSE H.8 TRANSFER OF HARDWARE/SOFTWARE MAINTENANCE AGREEMENTS TO FOLLOW-ON CONTRACTORS**

The contractor shall ensure that all hardware/software agreements entered into under this TO be transferable to the Government and/or to other contractors at the discretion of the Government.

### **H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL**

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the Seaport-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the SeaPort Contracting Officer. The offeror must meet or exceed the proposed small business subcontracting requirements regardless of team changes.
2. In addition, for Orders, the contractor agrees to assign to the task order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.
3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order Contracting Officer shall be notified in writing of any proposed substitution at least **fifteen (15) days, or thirty (30) days** if a security clearance is to be obtained, in advance of the proposed

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substitution. Such notification shall include:

- a. an explanation of the circumstances necessitating the substitution;
- b. a complete resume of the proposed substitute; and
- c. any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (MAY 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 Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the [NAVAIR\\_SAAR.fct@navy.mil](mailto: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 COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

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

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment used in performance of this Task Order.

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

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language contained in this clause.

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).

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

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

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

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

(e) Contracting restrictions.

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

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

[  ] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or

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provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(b)(1))

[ 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 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 9.505-4)

[ 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 12 month prohibition after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.
- (c) The contractor agrees that during the first six months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 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.

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

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

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

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

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

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR



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or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

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

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

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

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

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

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

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

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

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

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

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

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

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

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

Carl Ruzicka, 732-323-2741.

#### **5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005)**

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the TBD associate contractors to ensure complete compatibility between equipment, data, and services for the TBD to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

Contractors : .

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

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(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use, modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary.

(g) "Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information:

[ ] is not known or available from other sources without obligations concerning its confidentiality;

[ ] has not been made available by the owners to others without obligation concerning its confidentiality;

[ ] is not already available to the Government without obligation concerning its confidentiality; and

[ ] has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

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## SECTION I CONTRACT CLAUSES

Clauses specified in Section I of the SeaPort-e basic contract are incorporated into this order if applicable.

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

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) type Performance Based Task Order. This procurement will have a one year base period and two (2) one (1) year option periods.

#### **52.216-8 Fixed Fee.**

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

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

(End of clause)

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

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

#### **52.217-9 Option to Extend the Term of the Contract.**

(a) The Government may extend the term of this contract by written notice to the Contractor within **twelve (12) months of the award of the option**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **three (3) years and six-months**.

(End of clause)

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### 52.237-3 Continuity of Services.

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

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

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

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

(End of clause)

### 252.203-7000 Requirements Relating to Compensation of Former DoD Officials.

As prescribed in [203.171-4](#), use the following clause:

#### REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection

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authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c). (End of clause)

### **252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions.**

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

#### IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

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

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

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

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

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

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

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

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

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

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

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

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

(End of identification and assertion)

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

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

(End of provision)

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

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

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

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract.

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Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**52.204-9 Personal Identity Verification of Contractor Personnel.**

As prescribed in [4.1303](#), insert the following clause:

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

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

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

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

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

The following clauses are incorporated into this solicitation by reference:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions Sept 2007

52.203-13 Contractor Code of Business Ethics and Conduct Apr 2010

52.203-14 Display of Hotline Poster(s) Dec 2007

52.204-7 Central Contractor Registration Dec 2012

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards Aug 2012

52.209-7 Information Regarding Responsibility Matters Feb 2012

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters Feb 2012

52.222-50 Combating Trafficking in Persons Feb 2009

52.222-54 Employment Eligibility Verification Jul 2012

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving Aug 2011

52.224-1 Privacy Act Notification Apr 1984

52.224-2 Privacy Act Apr 1984



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52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification Aug 2009

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications Dec 2012

52.232-16 Progress Payments Apr 2012

52.233-4 Applicable Law for Breach of Contract Claim Oct 2004

252.211-7007 Reporting of Government-Furnished Property Aug 2012

252.225-7001 Buy American and Balance of Payments Program Dec 2012

252.225-7002 Qualifying Country Sources as Subcontractors Dec 2012

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government Jun 1995

252.232-7004 DoD Progress Payment Rates Oct 2011

252.232-7010 Levies on Contract Payments Dec 2006

252.239-7001 Information Assurance Contractor Training and Certification Jan 2008

**52.209-5 Certification Regarding Responsibility Matters.**

As prescribed in [9.104-7\(a\)](#), insert the following provision:

Certification Regarding Responsibility Matters (Apr 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see

[52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i)

*The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii)

*The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2)

*Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity ( e.g., general manager; plant manager;

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head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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## **SECTION J LIST OF ATTACHMENTS**

### Attachments to Section C:

- Attachment 1 Monthly Status Report
- Attachment 2 - Problem Notification Report
- Attachment 3 Travel Authorization Request Template
- Attachment 4 Consent to Purchase Request Template
- Attachment 5 Employee/Contractor Non-Disclosure Agreement
- Attachment 6 JSF Visitor Group Security Agreement
- Attachment 7 Acronyms
- Attachment 8 Security Regulation Reference Documents

### Attachments to Section J:

- Attachment 9 Quality Assurance Surveillance Plan (QASP)
- Attachment 10 - Signed DD 254
- Attachment 11 JSF FOUO Informatin Policy
- Attachment 12 JSF Non-Disclosure Agreement
- Attachment 13 CDRLS C001 Spreadsheet Template  
CDRLS A001-A003; B001 - B010, C001; D001
- Attachment 14- Technical Proposal
- Attachment 15- FOUO SOW dated 5 Nov 2015