

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7598		2. DELIVERY ORDER NO. MU61		3. EFFECTIVE DATE 2016 May 04		4. PURCH REQUEST NO. M95460-16-RC-R6HH9-0001		5. PRIORITY Unrated	
6. ISSUED BY MARCORSYSCOM 2200 Lester St Bldg 2200 Quantico VA 22134-6050 Terry L Coley/M67854 703-432-4021			CODE M67854	7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151			CODE S2404A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR ALEX-Alternative Experts, LLC 4443 Brookfield Corporate Drive, Suite 110 Chantilly VA 20151-4023			CODE 0LAR5	FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL X SMALL DISADVANTAGED X WOMEN-OWNED		
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G				
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER									
DELIVERY/ CALL	x	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.							
PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
ALEX-Alternative Experts, LLC									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)
If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA BY: /s/Chris Enos			25. TOTAL	26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE				g. E-MAIL ADDRESS		FINAL			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.	
				FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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GENERAL INFORMATION

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents				
8000AA	R425	Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents (RDT&E)				
8000AB	R425	Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents (RDT&E)				

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8005		Data - In accordance with Contract Data Requirements List (CDRL) Exhibit A for CLINs 8000 through 8099 and 9000.	1.0	LO		NSP

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8010		Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review Board (HERB)				
8010AA	R425	Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review Board (HERB) (RDT&E)				
8010AB	R425	Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review Board (HERB) (RDT&E)				
8015		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Africa Command				
8015AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Africa Command (RDT&E)				
8015AB	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Africa Command (RDT&E)				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8020		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Central Command				██████████
8020AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Central Command (RDT&E)	████	██	██████████	██████████
8020AB	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Central Command (RDT&E)	████	██	██████████	██████████
8025		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - European Command				██████████
8025AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - European Command (RDT&E)	████	██	██████████	██████████
8025AB	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - European Command (RDT&E)	████	██	██████████	██████████
8030		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command				██████████
8030AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command (RDT&E)	████	██	██████████	██████████
8030AB	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command (RDT&E)	████	██	██████████	██████████
8035		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command				██████████
8035AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command (RDT&E)	████	██	██████████	██████████
8035AB	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command (RDT&E)	████	██	██████████	██████████
8040		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command				██████████
8040AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command (RDT&E)	████	██	██████████	██████████
8040AB	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command (RDT&E)	████	██	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8045		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command				██████████
8045AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command (RDT&E)	████	██	██████████	██████████
8045AB	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command (RDT&E)	████	██	██████████	██████████
8050		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command				██████████
8050AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command (RDT&E)	████	██	██████████	██████████
8050AB	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command (RDT&E)	████	██	██████████	██████████
8055		Functional Support Services in accordance with (IAW) PWS 3.4.1 OPTION				██████████
8055AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.1 OPTION (RDT&E) Option	████	██	██████████	██████████
8060		Functional Support Services in accordance with (IAW) PWS 3.4.2 OPTION				██████████
8060AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.2 OPTION (RDT&E) Option	████	██	██████████	██████████
8065		Functional Support Services in accordance with (IAW) PWS 3.4.3 OPTION				██████████
8065AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.3 OPTION (RDT&E) Option	████	██	██████████	██████████
8070		Functional Support Services in accordance with (IAW) PWS 3.4.4 OPTION				██████████
8070AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.4 OPTION (RDT&E) Option	████	██	██████████	██████████
8075		Functional Support Services in accordance with (IAW) PWS 3.4.5 OPTION				██████████
8075AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.5 OPTION (RDT&E) Option	████	██	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8100		Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents				
8100AA	R425	Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents (RDT&E) Option				

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8105		Data - In accordance with Contract Data Requirements List (CDRL) Exhibit A for CLINs 8100 through 8199 and 9100.	1.0	LO		NSP

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8110		Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review Board (HERB)				
8110AA	R425	Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review Board (HERB) (RDT&E) Option				
8115		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Africa Command				
8115AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Africa Command (RDT&E) Option				
8120		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Central Command				
8120AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Central Command (RDT&E) Option				
8125		Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8125AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - European Command (RDT&E) Option	█	█	█	█
8130		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command				█
8130AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command (RDT&E) Option	█	█	█	█
8135		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command				█
8135AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command (RDT&E) Option	█	█	█	█
8140		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command				█
8140AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command (RDT&E) Option	█	█	█	█
8145		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command				█
8145AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command (RDT&E) Option	█	█	█	█
8150		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command				█
8150AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command (RDT&E) Option	█	█	█	█
8155		Functional Support Services in accordance with (IAW) PWS 3.4.1 OPTION				█
8155AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.1 OPTION (RDT&E)	█	█	█	█

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				
8160		Functional Support Services in accordance with (IAW) PWS 3.4.2				██████████
8160AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.2 (RDT&E)	██████	██	██████████	██████████
		Option				
8165		Functional Support Services in accordance with (IAW) PWS 3.4.3 OPTION				██████████
8165AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.3 OPTION (RDT&E)	██████	██	██████████	██████████
		Option				
8170		Functional Support Services in accordance with (IAW) PWS 3.4.4 OPTION				██████████
8170AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.4 OPTION (RDT&E)	██████	██	██████████	██████████
		Option				
8175		Functional Support Services in accordance with (IAW) PWS 3.4.4 OPTION				██████████
8175AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.5 OPTION (RDT&E)	██████	██	██████████	██████████
		Option				
8200		Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents				██████████
8200AA	R425	Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents (RDT&E)	██████	██	██████████	██████████
		Option				

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8205		Data - In accordance with Contract Data Requirements List (CDRL) Exhibit A for CLINS 8200 through 8299 and 9200.	1.0	LO		NSP

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8210		Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review				██████████

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Board (HERB)				
8210AA	R425	Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review Board (HERB) (RDT&E)	█	█	█	█
		Option				
8215		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Office - Africa Command				█
8215AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Office - Africa Command (RDT&E)	█	█	█	█
		Option				
8220		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Central Command				█
8220AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Office - Central Command (RDT&E)	█	█	█	█
		Option				
8225		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - European Command				█
8225AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - European Command (RDT&E)	█	█	█	█
		Option				
8230		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command				█
8230AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command (RDT&E)	█	█	█	█
		Option				
8235		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command				█
8235AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command (RDT&E)	█	█	█	█
		Option				
8240		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command				█

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8240AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command (RDT&E) Option	████	█	████████████████	████████████████
8245		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command				████████████████
8245AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command (RDT&E) Option	████	█	████████████████	████████████████
8250		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command				████████████████
8250AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command (RDT&E) Option	████	█	████████████████	████████████████
8255		Functional Support Services in accordance with (IAW) PWS 3.4.1 OPTION				████████████████
8255AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.1 OPTION (RDT&E) Option	████	█	████████████	████████████
8260		Functional Support Services in accordance with (IAW) PWS 3.4.2				████████████████
8260AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.2 (RDT&E) Option	████	█	████████████████	████████████████
8265		Functional Support Services in accordance with (IAW) PWS 3.4.3 OPTION				████████████████
8265AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.3 (RDT&E) Option	████	█	████████████████	████████████████
8270		Functional Support Services in accordance with (IAW) PWS 3.4.4 OPTION				████████████████
8270AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.4 (RDT&E) Option	████	█	████████████	████████████
8275		Functional Support Services in accordance with (IAW) PWS 3.4.5 OPTION				████████████████
8275AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.5 OPTION (RDT&E)	████	█	████████████	████████████

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				
8300		Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents				
8300AA	R425	Functional Support Services in accordance with (IAW) PWS 3.1 North Atlantic, Treaty Organization and Program Guiding Documents (RDT&E)				
		Option				

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8305		Data - In accordance with Contract Data Requirements List (CDRL) Exhibit A for CLINs 8300 through 8399 and 9300.	1.0	LO		NSP

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8310		Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review Board (HERB)				
8310AA	R425	Functional Support Services in accordance with (IAW) PWS 3.2 Human Effects (HE) and Human Effects Review Board (HERB (RDT&E)				
		Option				
8315		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Africa Command				
8315AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Africa Command (RDT&E)				
		Option				
8320		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Central Command				
8320AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Central Command (RDT&E)				
		Option				
8325		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - European Command				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8325AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - European Command (RDT&E) Option	█	█	█	█
8330		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command				█
8330AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Northern Command (RDT&E) Option	█	█	█	█
8335		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command				█
8335AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Pacific Command (RDT&E) Option	█	█	█	█
8340		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command				█
8340AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Southern Command (RDT&E) Option	█	█	█	█
8345		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command				█
8345AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Special Operations Command (RDT&E) Option	█	█	█	█
8350		Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command				█
8350AA	R425	Functional Support Services in accordance with (IAW) PWS 3.3 Combatant Command (CCMD) Liaison Officer - Transportation Command (RDT&E) Option	█	█	█	█
8355		Functional Support Services in accordance with (IAW) PWS 3.4.1 OPTION				█
8355AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.1 OPTION (RDT&E)	█	█	█	█

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				
8360		Functional Support Services in accordance with (IAW) PWS 3.4.2 OPTION				
8360AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.2 OPTION (RDT&E)				
		Option				
8365		Functional Support Services in accordance with (IAW) PWS 3.4.3 OPTION				
8365AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.3 OPTION (RDT&E)				
		Option				
8370		Functional Support Services in accordance with (IAW) PWS 3.4.4 OPTION				
8370AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.4 OPTION (RDT&E)				
		Option				
8375		Functional Support Services in accordance with (IAW) PWS 3.4.5 OPTION				
8375AA	R425	Functional Support Services in accordance with (IAW) PWS 3.4.5 OPTION (RDT&E)				
		Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Travel and Other Direct Costs (ODCs)(Base Year) Not To Exceed (NTE)\$250,000. Relocation costs will be on an lump sum basis. (RDT&E)	1.0	LO	\$250,000.00
9100	R425	Travel and Other Direct Costs (ODCs)OPTION NTE \$250,000. Relocation costs will be on an lump sum basis. (RDT&E)	1.0	LO	\$250,000.00
		Option			
9200	R425	Travel and Other Direct Costs (ODCs)OPTION NTE \$250,000. Relocation costs will be on an lump sum basis. (RDT&E)	1.0	LO	\$250,000.00
		Option			
9300	R425	Travel and Other Direct Costs (ODCs)OPTION NTE \$250,000. Relocation costs will be on an lump sum basis. (RDT&E)	1.0	LO	\$250,000.00
		Option			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 8000 (and if options are exercised), 8100, 8200 and 8300 the contractor shall provide technical and analytical support services (North Atlantic Treaty Organization and Program Guiding Documents) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8005 (and if options are exercised), 8105, 8205 and 8305. The data shall be delivered and prepared in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

Items 8010 (and if options are exercised), 8110, 8210 and 8310 the contractor shall provide technical and analytical support services (Human Effects (HE) and Human Effects Review Board (HERB)) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8015 (and if options are exercised), 8115, 8215 and 8315 the contractor shall provide technical and analytical support services (Combatant Command (CCMD) Liaison Officer - Africa Command) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8020 (and if options are exercised), 8120, 8220 and 8320 the contractor shall provide technical and analytical support services (Combatant Command (CCMD) Liaison Officer - Central Command) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8025 (and if options are exercised), 8125, 8225 and 8325 the contractor shall provide technical and analytical support services (Combatant Command (CCMD) Liaison Officer - European Command) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8030 (and if options are exercised), 8130, 8230 and 8330 the contractor shall provide technical and analytical support services (Combatant Command (CCMD) Liaison Officer - Northern Command) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8035 (and if options are exercised), 8135, 8235 and 8335 the contractor shall provide technical and analytical support services (Combatant Command (CCMD) Liaison Officer - Pacific Command) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8040 (and if options are exercised), 8140, 8240 and 8340 the contractor shall provide technical and analytical support services (Combatant Command (CCMD) Liaison Officer Southern Command) in accordance with Section C - Descriptions and

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Specifications, Performance Work Statement (PWS).

Items 8045 (and if options are exercised), 8145, 8245 and 8345 the contractor shall provide technical and analytical support services (Combatant Command (CCMD) Liaison Officer - Special Operations Command) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8050 (and if options are exercised), 8150, 8250, and 8350 the contractor shall provide technical and analytical support services (Combatant Command (CCMD) Liaison Officer - Transportation Command) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8055, 8155, 8255 and 8355 (if options are exercised) the contractor shall provide technical and analytical support services (Target Human Effects Evaluation Plans) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8060, 8160, 8260 and 8360 (if options are exercised) the contractor shall provide technical and analytical support services (Public Affairs Support Services) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8065, 8165, 8265 and 8365 (if options are exercised) the contractor shall provide technical and analytical support services (Policy and Strategy Support Services) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

Items 8070, 8170, 8270 and 8370 (if options are exercised) the contractor shall provide technical and analytical support services (Range Coordinator Support Services) in accordance with Section C- Descriptions and Specifications, Performance Work Statement (PWS).

Items 8075, 8175, 8275 and 8375 (if options are exercised) the contractor shall provide technical and analytical support services (Non-Lethal Weapons Display Coordinator Support Services) in accordance with Section C- Descriptions and Specifications, Performance Work Statement (PWS).

Items 9000 (and if options are exercised) 9100, 9200 and 9300 provide Travel and Other Direct Costs (ODCs) in accordance with Section C - Descriptions and Specifications, Performance Work Statement (PWS).

PERFORMANCE WORK STATEMENT (PWS)

Joint Non-Lethal Weapons Program Support Services

1. **General:** This is a non-personal services task order to provide technical and analytical support services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be

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accountable solely to the Contractor who, in turn is responsible to the Government.

1.1. Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the technical and analytical support services as defined in this Performance Work Statement except for those items specified as government furnished facilities, property and services. The contractor shall perform to the standards in this task order.

1.2. Background: The Under Secretary of Defense (Acquisition Technology and Logistics) (USD AT&L) directed that the Commandant of the Marine Corps (CMC) serve as the Executive Agent for the Department of Defense (DoD) Non-Lethal Weapons Program. The CMC established the Joint Non-Lethal Weapons Directorate (JNLWD) with the responsibility to serve as the DoD focal point for all non-lethal (NL) matters. Within the broader DoD Non-Lethal Weapons Program, the Joint Non-Lethal Weapons Program (JNLWP) is directly managed by the JNLWD. The JNLWP supports the Office of the Secretary of Defense, the Joint Staff, Services and Combatant Commanders in non-lethal requirements identification, policy and capability development, strategic communication, education and awareness, and all matters related to non-lethal weapons. Additionally, the JNLWD maintains liaison with other Government agencies, NATO, and foreign governments, as appropriate, to promote, monitor, coordinate and exchange Non- Lethal Weapons information.

1.3. Mission: The JNLWP facilitates meeting the current and future non-lethal force application and force protection needs of warfighters across the spectrum of operations through identification and understanding of current and projected operational requirements and capability gaps; identifying and developing technologies into operationally suitable and effective non-lethal solutions that are cost-effective; facilitating acquisition and fielding of non-lethal capabilities; and advancing Non-Lethal Weapon (NLW) awareness through strategic communications.

1.4. Objectives: The objectives for this acquisition are to:

1. Provide technical and analytical functional support services to support current and projected operations requirements in support of the JNLWD;
2. Provide liaisons at Combatant Commands and support NL equities at North Atlantic Treaty Organization (NATO) meetings and forums; and
3. Provide human effects scientific reports.

1.5. Scope: The scope of this service is to provide technical and analytical services for the Joint Non-Lethal Weapons Program (JNLWP) in support of the Department of Defense (DoD) Non-Lethal Weapons Program. Services include onsite support for the NATO and programmatic documentation, onsite support for Human Effects (HE) and Human Effects Review Board (HERB), Combatant Command (CCMD) support at eight locations, and additional support services that include support for HE Development Plans, Public Affairs, Policy and Strategy, Range Coordination and Static Display Coordination Services.

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1.6. Enterprise-wide Contractor Manpower Reporting Application (ECMRA): The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for JNLWD via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

1.7. Quality Control: The contractor shall establish a complete Quality Control Program (QCP) to ensure the requirements of the contract are performed as specified in the Performance Requirements Summary. A copy of the contractor's QCP shall be provided to the Contracting Officer at the post award conference or no later than 30 days after award if a post award conference is not conducted in accordance with **CDRL A00W** (Technical Plan). An updated copy shall be provided to the Contracting Officer as changes occur. The program shall include, but not be limited to the following:

(a) An inspection system covering all the services stated in the Performance Requirements Summary. It must specify areas to be inspected on either a scheduled or unscheduled basis and the individuals who will do the inspection.

(b) A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.

(c) A file of all inspections conducted by the Contractor and any corrective action taken. This documentation shall be made available to the Government during the term of the contract.

1.7.1. Key Control: As part of the QCP, the Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR.

1.7.2. Government Issued Keys: The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the COR.

1.7.3. Reserved.

1.7.4 Task Order Performance Report: The Contractor shall provide Performance Reports to the

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COR on a monthly frequency by the 15th day of each month for the preceding month. The report may be in the Contractor's format if approved by the COR and, as a minimum, shall contain the following information: Task Order Number, Reporting Period covered by Report, significant issues that could impact successful performance, summary of significant discussions with Government, known or perceived performance issues and potential solutions **CDRL A00X** (Task Order Performance Report).

1.8. Other Direct Costs (ODCs): The Contractor may be required to provide supplies incidental to the services being procured under this task order. These supplies will include items such as military base work passes, printing, mailing, binders and other items incidental to the services being provided. All proposed ODCs shall be submitted to the COR for approval and authorization of a "not-to-exceed" amount prior to any expenditures.

1.9 Travel:

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46 Travel Costs. All travel requirements (including plans, agenda, itinerary or dates) shall be submitted to the COR for approval and authorization of a "not-to-exceed" amount prior to any expenditures. Any unapproved travel cost is an unallowable expense.

(b) Relocation costs (both outgoing and return) will only be considered for relocation to Africa Command and European Command and are allowable to the extent provided in FAR 31.205-35 (b)(6)(i). Relocation costs shall be submitted to the Contracting Officer for approval and authorization on a "lump-sum basis" prior to any expenditures.

(c) The contractor shall not be reimbursed for the following travel costs:

- (1) Travel at U.S. Military Installations where Government transportation is available;
- (2) Travel performed for personal convenience/errands, including commuting to and from work; and
- (3) Travel within 30 miles of the contractor's work site.

1.10. Federal Holidays: The contractor is not required to perform services on the following Federal holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day

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Independence Day

Christmas Day

1.11. Hours of Work: The contractor shall provide support during normal business hours of 8:00 AM - 5:00 PM Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings; or as specified at each Combatant Command.

1.12. Place of Performance: The work to be performed under this task order will be performed at the below locations:

Joint Non-Lethal Weapons Directorate (PWS Section 3.1 and 3.2)
3097 Range Road
Quantico, VA 22134
Phone: 703-784-1977 (DSN 278)

Combatant Commands (PWS Section 3.3)

Africa Command (AFRICOM)
AFRICOM Contract Liaison Officer (CLO)
NLW Liaison Officer
DSN: (314) 421-8913; Comm: 011-49-711-729-8908
Mailing Address:
HQ USAFRICOM
AT Division
Unit 29951
APO, AE 09751

Central Command (CENTCOM)
CENTCOM CLO
DSN: (312) 529- 3650; Comm: (813) 529-3650
Mailing Address:
US CENTCOM
CCJ3-Joint Security Office Technology
Branch 7115 South Boundary Boulevard
MacDill AFB, FL 33621-5101

European Command (EUCOM)
EUCOM CLO
DSN: (314) 430-4641/4637; Comm: 011-49-711-680-4641/4637
Mailing Address:
HQ US EUCOM
European Plans and Operations Center (EPOC)
Information Operations and Special Activities Division (IOSAD)

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Building 2358, Room 310
Patch Barracks
Stuttgart-Vaihingen, Germany 70569

Northern Command (NORTHCOM)
NORTHCOM Combatant Command LNO
DSN: 634-1428; Comm: (719) 554-8351
Mailing Address:
HQ NORAD-USNORTHCOM
N-NC/J52
250 Vandenberg Street
Suite B016
Paterson AFB, CO 80914-3820

Pacific Command (PACCOM)
PACOM CLO
DSN: (315) 477-8920; Comm: (808) 477-8920
Mailing Address:
MARFORPAC G-34 All Hazards
1 Bailey Road
Building 80, Room 406
Camp Smith, HI 96861-4117
or
MARFORPAC G-34 All Hazards
PO Box 64117
Camp Smith, HI 96861-4117

Southern Command (SOUTHCOM)
SOUTHCOM CLO
DSN: 567-1217; Comm: (305) 437-1217
Mailing Address:
HQs, US Southern Command
J338-AT/FP/NLW
9301 Northwest 33rd Street
Doral, FL 33172

Special Operations Command (SOCOM)
SOCOM CLO
DSN: 299-1229; Comm: (813) 826-1229
US Special Operations Command
USSOCOM-J35-CIDO
7701 Tampa Point Boulevard
MacDill AFB, FL 33621-5325

Transportation Command (TRANSCOM)

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TRANSCOM CLO
COCOM Non-Lethal Weapons Liaison
DSN: 770-6562; Comm: (618) 220-6562
Mailing Address:
USTRANSCOM TCJ3-F USTRANSCOM TCJ3-F
508 Scott Boulevard
Scott AFB, IL 62225-5357

Contractor's Facility (PWS Section 3.4)
Address: 443 Brookfield Corporate Drive, Suite 110, Chantilly VA 20151
Phone: 703-502-9700

1.13. Security Requirements:

1.13.1 Facility Clearance: The contractor shall have a TOP SECRET Facility Clearance (with access to Communications Security (COMSEC) and North Atlantic Treaty Organization (NATO) information) without any special limitations that restrict access. The contractor is not required to have storage capability.

The Contractor shall ensure it, and any subcontractors assigned to work on this task order have the appropriate level Facility Clearances. The Contractor shall ensure all DoD Contract Security Classification Specification DD Form 254 requirements are approved by the cognizant Government authority prior to commencing any work under this task order.

1.13.2 Personnel Clearance: Combatant Command Liaison Officers (CLOs) shall be US Citizens and possess a TOP SECRET Clearance, an in-scope, favorable, Single Scope Background Investigation (SSBI) adjudicated for Sensitive Compartmented Information (SCI) eligibility without conditions, exceptions, or waivers and Special Access Program (SAP) (See PWS 3.3); The NATO (See PWS 3.1), Human Effects (See PWS 3.2), and additional support (See PWS 3.4) personnel shall be US Citizens and possess a SECRET clearance.

1.13.3. Access: Access levels will be based on the requirements of the contractor position and determined by the government based on local requirements at each individual location listed in Paragraph 1.12. The contractor will require access to Communications Security (COMSEC) information, Non-SCI Intelligence information, North Atlantic Treaty Organization (NATO) information, Controlled Unclassified Information (CUI) and For Official Use Only (FOUO) information at government and contractor approved facilities. The contractor will require access to the SIPRNET at Government facilities only. Access to SCI level information will be granted at Government facilities only in an approved Sensitive Compartmentalized Information Facility (SCIF). Additional security guidance will be designated on the Contract Security Classification Specification, DD Form 254(s). Overarching security requirements and Contractor access to classified information shall be as specified in the DD Form 254. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable

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National Agency Check (NAC). The prime contractor shall require personnel who claim US citizenship to produce evidence of citizenship per DoD Directive 5220.22-M Chapter 2 Security Clearances, Section 2 Personnel Security Clearances. Qualified U.S. contractors as defined by DoDD 5220.22M are restricted to U.S. citizens. All personnel identified on the required certification and/or support to this contract shall be in compliance with Department of Defense and the National Industrial Security Program (NISP) Operating Manual (DoD 5220.22-M) regarding Information and Personnel Security Policy to include having completed background investigations (as required) prior to classified performance.

1.13.4 Physical Security: The Contractor is responsible for appropriately safeguarding all Government Furnished Property (GFP), equipment, material and information provided in performance of this task order. At the close of each work period, the Contractor shall ensure GFP, equipment, material and information are appropriately secured.

1.13.5 Subcontracting: A DD Form 254 is required for each subcontractor, which must be approved by the cognizant security authority prior to providing support.

1.14. Post Award Conference/Periodic Progress Meetings: The Contractor shall attend a post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, COR, and other Government personnel, as appropriate, shall meet at least quarterly with the contractor to review the contractor's performance. At these meetings the Government will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.15. Contracting Officer Representative (COR): The COR monitors all technical aspects of the contract and assists in contract administration. At a minimum, the COR is authorized to perform the following functions: Ensure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of Contractor personnel. A complete list of COR duties will be contained in the COR appointment letter and be provided by the Contracting Officer. The COR is not authorized to change any of the terms and conditions of the resulting task order.

1.16. Key Personnel:

(a) The requirements of this contract place great emphasis on the qualifications of the Contractor's staff. As such, the individuals listed in paragraph (b), for this effort, are designated as "Key Personnel." These individuals shall be available immediately upon the start of the contract and shall be expected to remain in their respective positions throughout the period of performance. Any replacement of the "Key Personnel" will require a modification to the

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(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, include 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) Provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

1.19. Common Access Card (CAC) Requirement

1.19.1 The COR will identify and approve those contractor employees performing on this contract that require Common Access Cards (CACs) in order to perform their job function. In accordance with Headquarters, United States Marine Corps issued guidance relative to Homeland Security Presidential Directive – 12 (HSPD-12) and any other applicable Installation requirements, all personnel must meet eligibility criteria to be issued a CAC. In order to meet the eligibility criteria, contractor employees requiring a CAC, must obtain and maintain a favorably adjudicated Personnel Security Investigation (PSI). Prior to authorizing a CAC, the employee's JPAS record must indicate a completed and favorably adjudicated PSI or (at a minimum) that a PSI has been submitted and accepted (opened). The minimum acceptable investigation is a National Agency Check with written Inquiries (NACI). If a contractor employee's open investigation closes and is not favorably adjudicated, the CAC must be revoked and immediately retrieved by the contractor and turned into the COR or designated personnel at the Combatant Command.

1.19.2 Facility Security Officers (FSOs) are responsible for notifying the MCSC Security Director if any contractor employees performing on this contract receives an unfavorable adjudication after being issued a CAC. The FSO must also notify the MCSC Security Director of any adverse/derogatory information associated with the 13 Adjudicative Guidelines/Factors concerning any contractor employees issued a CAC, regardless of whether a JPAS Incident Report is submitted.

1.19.3 Each CAC is issued with a "ctr.usmc.mil" e-mail account that the individual contractor employee is responsible to keep active by logging in on a regular basis (at least twice a month), sending an e-mail and clearing any unneeded e-mails. Contractor employees are prohibited from "auto-forwarding" their .mil e-mail account to their .com e-mail account. If the ctr.usmc.mil e-mail account is not kept active, the G-6 will deactivate the account and CAC will lose its functionality.

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1.19.4 Common Access Cards (CACs) will only be issued to those contractor employees supporting this task order that have been authorized by the COR. The COR will only authorize CACs for those contractor employees that meet current Homeland Security Presidential Directive – 12 (HSPD-12) criteria and have a definitive requirement.

1.19.5 If contractor employees lose their eligibility for a CAC due to an adverse adjudicative decision, they have also lost their eligibility to perform on MCSC contracts. CACs are not issued for convenience.

1.20. Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor’s mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.21. Limitation of Future Contracting: The Contracting Officer has determined that this acquisition may give rise to a potential conflict of interest. Prospective Offerors should read FAR Subpart 9.5 -- Organizational and Consultant Conflicts of Interest. This task may involve technical and analytical and technical direction for the JNLWP program that will preclude Contractor involvement in future efforts. The restrictions upon future contracting are as follows:

If the Contractor, under the terms of this task order, or through the performance of tasks pursuant to this task order, is required to provide technical direction for a system or helps to develop specifications or statements of work to be used in a competitive acquisition, the Contractor shall be ineligible to supply the system or major components of the system as a prime Contractor and shall be precluded from being a Subcontractor or consultant to a supplier of the system or any of its major components under an ensuing Government contract. This restriction shall remain in effect for a reasonable time, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect the data from unauthorized use and disclosure and agrees not to use it to compete with those other companies.

(a) “Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person’s objectivity in performing the contract work is or might

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be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(e) If after award, the contractor discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(f) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

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(g) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(h) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(i) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

(j) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(k) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

1.22. DoD Contractor Personnel Office: The Contractor shall follow the procedures at Army in Europe Regulation 715-9, available at:

http://www.eur.army.mil/g1/content/CPD/docper/docper_germanyLinks.html

under "AE Regs & Resources."

1.23. Continuity of Services:

(a) The Contractor recognizes that the services under this task order are vital to the

Government and must be continued without interruption and that, upon award of a follow-on contract to another contractor, 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 until 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

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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 task order are maintained at the required level of proficiency. 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.

2. GOVERNMENT FURNISHED ITEMS AND SERVICES:

2.1. Facilities: The Government will provide the workspace for the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to work in an office environment. Two workspaces will be provided at the JNLWD office at Quantico VA and one workspace at each Combatant Command location identified in section 1.12.

2.2. Utilities: The Government will provide all utilities in the facility, which will be available for the contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off desk lights at the end of each workday.

2.3. Government Furnished Property (GFP): The Government will provide government furnished property for use by each CLO at each CCMD. Storage for GFP will be provided by the Government at each CCMD. Attachment 2 provides the GFP list for this task order.

2.4 JNLWD Organizational Structure: Attachment 3 provides JNLWD's organizational structure.

3.0. SPECIFIC REQUIREMENTS.

The contractor shall comply with the requirements of Attachment 5, Performance Requirements Summary, in the execution of tasks outlined in the PWS.

3.1. North Atlantic Treaty Organization (NATO) and Program Guiding Documents

3.1.1. System, Analysis and Studies (SAS) Panel Integrated Product Team (IPT). The contractor shall attend quarterly meetings, prepare draft documents, briefings, trip reports, meeting summaries, or letters discussing the main points of the trip as it relates to JNLWP interest in accordance with **CDRL A001** (Report, Record of Meeting Minutes) and **CDRL A002** (Conference Agenda). The contractor shall conduct research and analyze data that relates to JNLWP interest to the SAS Panel in accordance with **CDRL A003 (Conference Report)**.

3.1.2. Defense Against Terrorism (DAT) Non-Lethal Capabilities (NLC) IPT: The contractor shall attend quarterly meetings; prepare draft documents, briefings, trip reports, meeting summaries, letters and conduct research and provide analysis data to the JNLWD government representative at DAT-NLC IPT in accordance with **CDRL A001** (Conference Report), **CDRL A002** (Conference Agenda), and **CDRL A003** (Conference Report).

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3.1.3 NATO Lessons Learned: The contractor shall collect and analyze unclassified and classified NATO non-lethal related lessons learned data and develop findings, conclusions and recommendations for operational assessments in accordance with CDRL A004 (Technical Report-Study/Services). The government will post all information on the classified and unclassified sites, which are hosted by the Marine Corps Lessons Learned (MCLL) Center.

3.1.4 NATO Publication Review: The contractor shall review and provide comments on NATO non-lethal related publications and documents (e.g., Allied Joint Publications, NATO Standard Agreement (STANAG) using the NATO Standardized Comments Matrix in accordance with **CDRL A005** (Technical Report-Study/Services).

3.1.5 Program Guiding Documents: The contractor shall conduct research and prepare DoD NLW programmatic documentation in accordance with **CDRL A006** (Technical Report-Study Services). Documents developed under this task shall include, but not be limited to, strategy/roadmap documents, information papers and briefs. Program guiding documents shall integrate multiple facets of the DoD NLW program and shall include, but not be limited to policy, doctrine, budget, technology, service requirements, Combatant Commanders needs, capability gap mitigation, NATO and international engagement considerations, and lessons learned. The Contractor shall coordinate meetings with JNLWD staff and DoD NLW program stakeholders.

3.2. Human Effects (HE) and Human Effects Review Board (HERB) Support.

The contractor shall provide technical and research management activities to support physical, biological, behavioral, and scientific principles related to bio-effects of non-lethal weapons stimuli —blunt trauma, human electro-muscular incapacitation, directed energy effects, and related other impacts. The contractor shall provide support for the following tasks:

3.2.1. Develop Technical Reports: The contractor shall develop JNLW Program technical reports and documents (an estimated amount of five reports/documents per year) that address current and historical program, regulatory, and treaty compliance data calls pertaining to Human Effects information for JNLWD Staff, Program Managers, Services Representatives, and the Office of the Secretary of Defense in accordance with **CDRL A007** (Technical Report-Study/Services).

3.2.2. Develop and Document HE Research Plans: The contractor shall develop and document five new human effects research plans and update an estimated amount of 15 existing research plans per year that are scientifically valid and hypothesis-driven. The foregoing shall be in accordance with **CDRL A008** (Technical Report). The Government will provide all existing plans that require maintenance.

3.2.3. Provide HE Technical Reviews: The contractor shall review an estimated amount of 20 technical reports per year in accordance with **CDRL A009** (Technical Report-Study/Services).

3.2.4. Prepare HE Research Specific Scientific Briefings: The contractor shall prepare an

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estimated amount of 10 research-specific scientific briefings per year for public and Government venues in accordance with **CDRL A00A** (Technical Report-Study/Services). Briefing preparation shall involve creation of new briefing content or assembling existing content from multiple sources; to the maximum extent possible use existing briefing content.

3.2.5. Develop HE Information Papers: The contractor shall develop an estimated amount of eight information papers per year documenting quick-look research findings and recommendations on a variety of non-lethal human effects topics related to human effects research in accordance to **CDRL A00B** (Technical Report-Study/Services).

3.2.6. Prepare HE Research and Development Phasing Plans: The contractor shall prepare an estimated amount of 30 Research and Development Obligation and Expenditure Phasing Plans (RDOEPPs) per year in accordance with **CDRL A00C** (Technical Report-Study/Services).

3.2.7 Prepare HE Program Review Briefing Material: The Contractor shall prepare the annual project assessment for the JNLWD annual review. The project assessment shall include Science and Technology (S&T) project reviews, multiple individual research projects and a minimum of twenty discrete human effects research projects. The foregoing shall be prepared in accordance with **CDRL A00D** (Briefing Material). To the maximum extent possible, the contractor shall update and utilize existing briefing content.

3.2.8 Coordinate HE Meeting Attendance: The contractor shall coordinate attendance for an estimated amount of four in-person Human Effects Review Board meetings per year in accordance with **CDRL A007** (Technical Report-Study/Service).

3.2.9. Prepare HE Review Board (HERB) reports:

The contractor shall prepare an estimated amount of five Human Effects Review Board (HERB) technical reports per year and route for signature; for each project or program reviewed in accordance with **CDRL A00F** (Meeting Coordination).

3.2.10. Maintain HE Project Management Data.

The contractor shall maintain up to date Human Effects project management data using the Microsoft Applications Project tracking tools provided by the Government, on a monthly basis in accordance with **CDRL A00G** (Meeting Coordination).

3.2.11. Develop and Distribute Agendas.

The contractor shall develop and distribute an estimated amount of four HERB agendas, six Risk of Significant Injury (RSI) Technical Working Group agendas and six other HE meeting agendas per year for JNLWD Human Effects Office-led meetings in accordance with **CDRL A00E** (Meeting Agenda).

3.2.12. Collect and track meeting briefings.

The contractor shall collect and track meeting electronic briefings and read-ahead materials from

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meeting briefers and compile and distribute read-ahead content via electronic means to meeting attendees for JNLWD Human Effects Office-led meetings an estimated amount of six times per year in accordance with **CDRL A00H** (Meeting Coordination).

3.2.13. Provide Trip Reports: The contractor shall provide trip reports for all approved contractor travel in accordance with **CDRL A00J** (Conference Report).

3.3. Functional Services - Combatant Command (CCMD) Liaison Services

The contractor shall provide onsite Subject Matter Expert (SME) that has familiarity with non-lethal technologies to each CCMD. CCMD Liaison Officers (CLOs) shall be familiar with the Joint Staffing Process (JSAP), Joint Capabilities and Integration Development System (JCIDS), Knowledge Management Decision System (KMDS), the Joint Requirements Oversight Council (JROC), Guidance for Development and Implementation of Joint Concepts (CJSCI 3010.02D 22 Nov 13), the Comprehensive Joint Assessment (CJA) process and exchange information about the processes, systems, guidance and concepts with the Combatant Commander's Staff to support each Combatant Commander.

The contractor shall provide onsite staffing at each of the following CCMDs.

- Africa Command (AFRICOM) Stuttgart, Germany;
- European Command (EUCOM) Stuttgart, Germany;
- Pacific Command (PACOM) Honolulu, Hawaii;
- Southern Command (SOUTHCOM) Miami, Florida;
- Northern Command (NORTHCOM) Colorado Springs, Colorado;
- Central Command (CENTCOM) Tampa, Florida;
- Transportation Command (TRANSCOM) Belleville, Illinois; and
- Special Operations Command (SOCOM) Tampa, Florida.

Performance of this task requires the clearance level described in paragraph 1.13.2.

3.3.1. NLW CCMD Requirements: The contractor CLOs shall attend all required NLW CCMD meetings/events/planning conferences etc. supporting JNLWP interests and provide weekly activity reports to the JNLWD Capabilities & Requirements Division (C&R) in accordance with **CDRL A00K** (CLO Weekly Activity Report).

3.3.2. CCMD Integrated Response: The contractor CLOs shall prepare and provide non-lethal weapons-specific input for the CCMD Comprehensive Joint Assessments (CJA). The contractor CLOs shall identify non-lethal weapons specific requirements for the Combatant Commander Integrated Response (CCR) to consider for incorporation into the CJA. The contractor's inputs shall address accomplishments, opportunities, issues, concerns and risks for

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the military as they relate to the following: Security Environment; Current Operations and Health of the Force; The Near-Term Military Risk Assessment; and the Implications for the Future Force. Each contractor CLO shall submit Integrated CCMD responses estimated at two times per year in accordance with **CDRL A00L** (Technical Report-Study/Services).

3.3.3. CCMD Mission and Task Analysis: The contractor CLOs shall participate in CCMD mission and task analyses to identify potential non-lethal weapons applicability for integration into Operational Plans (OPLANS) and Concept Plans (CONPLANS) and provide recommended inputs to the JNLWD C&R Division, estimated at two times a year in accordance with **CDRL A00M** (Report, Record of Meeting/Minutes).

3.3.4. CCMD Lessons Learned: The contractor CLOs shall provide CCMD lesson learned/observations data and develop results, findings, conclusions, and recommendation inputs to the JNLWD lessons learned coordinator, estimated at four times per year in accordance with **CDRL A004** (Technical Report Study/Services).

3.3.5. CCMD Meeting/Event/Briefing Participation: The contractor CLOs shall attend or participate by Secure Video Teleconference/Video Teleconference in JNLWP weekly meetings and events. The CLO shall provide a meeting overview to the CCMD and JNLWD via information papers and briefing slides in accordance with **CDRL A003** (Conference Report) or trip reports in accordance with **CDRL A00L** (Technical Report-Study/Services).

3.3.6. CCMD Exercise/Experiment Demonstration: The Contractor CLOs shall participate in an estimated amount of two exercise/experiments/demonstrations per year that involve the use of non-lethal weapons/munitions/devices and deliver information papers and after –action reports relating to each exercise/experiment/demonstration effort in accordance with **CDRL A00L** (Technical Report-Study/Services) and **CDRL A00N** (Technical Report-Study/Services).

3.3.7. CCMD Meetings/Events/Symposiums: The contractor CLOs shall attend regional meetings, events and symposiums at which non-lethal capabilities are anticipated to be an area of interest in accordance with **CDRL A00L** (Technical Report-Study/Services). The Contractor CLOs shall provide an estimated amount of 40 presentations/trip reports regarding non-lethal capabilities per year in accordance with **CDRL A003** (Conference Report).

3.3.8. Contractor CLOs: Each contractor CLO will coordinate with the CCMD science and technology officers and experimentation subject matter experts to stimulate concept of employment development and identify desired capability needs. The contractor CLOs shall notify the JNLWD with the results estimated at two times a year in accordance with **CDRL A00L** (Technical Report-Study/Services).

3.4. Additional Support Services Tasks

3.4.1. Target Human Effects Evaluation Plans (THEEP): The contractor shall create target human effects evaluation plans for technology development, engineering and manufacturing-phase

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programs in accordance with **CDRL A00P** (Technical Report).

3.4.2. Public Affairs Support Services: The contractor shall support increasing the knowledge, awareness and advocacy of the DoD Non-Lethal Weapons Program across a broad audience base in accordance with **CDRL A00Q** (Public Affairs Support). The contractor shall draft media query responses, update media contact and engagement rosters; compile, disseminate archive articles. The contractor shall provide edits to DoD NLW Daily Media Summary. Request, gather and archive photographs from military sources, prepare and post JNLWD Public Affairs Office approved content (photos, graphics, text) for the <http://jnlwp.defense.gov> website. The contractor shall draft and update the DoD NLW Program Playbook monthly. The contractor shall develop the annual DoD NLW Program Communication and Engagement Strategy.

3.4.3. Policy and Strategy Support Services: The contractor shall prepare an estimated amount of eight specialized assessments and analyses of DoD NLW Program topics per year in accordance with **CDRL A00R** (DoD NLW Programmatic Analyses, Assessments, and Special Topics). The topics include but are not limited to policy development for new and emerging non-lethal technologies and specialized assessments.

3.4.4. Range Coordinator Support Services: The contractor shall plan and execute all logistics activities for JNLWD range details that include but is not limited to providing transportation, coordinating the temporary loan of weapons from government sources, inputting ammunition requests via Total Ammunition Management Information System, and submitting range requests through the Range Facility Management Support System in accordance with **CDRLs A00S** (Conference Agenda) for an estimated amount of ten range events. The contractor shall coordinate support personnel (e.g., Range Officer-In-Charge, Range Safety Officer, medical, etc.,) assignments for Non-Lethal Weapons familiarization fire range events, on an annual basis. The contractor shall conduct the familiarization firing range events to include the set-up and turn-in of each range in accordance with **CDRL A00T** (Conference Report) and **CDRL A00U** (Technical Report -Study/Services).

3.4.5. NLW Display Coordinator Support Services: The contractor shall plan and conduct an estimated amount of five Non-Lethal Static Displays per year with Government Furnished Equipment at government designated venues, in accordance with **CDRL A00V** (Technical Report-Study/Services).

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SECTION D PACKAGING AND MARKING

D.1 All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

D.2 All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor;
- (2) Contract number; and
- (3) Sponsor: COR (See Section G for name of COR)

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SECTION E INSPECTION AND ACCEPTANCE

E.1 Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection of Services – Fixed Price (AUG 1996)

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000AA	5/25/2016 - 12/24/2016
8000AB	12/25/2016 - 5/24/2017
8010AA	5/25/2016 - 12/24/2016
8010AB	12/25/2016 - 5/24/2017
8015AA	5/25/2016 - 12/24/2016
8015AB	12/25/2016 - 5/24/2017
8020AA	5/25/2016 - 12/24/2016
8020AB	12/25/2016 - 5/24/2017
8025AA	5/25/2016 - 12/24/2016
8025AB	12/25/2016 - 5/24/2017
8030AA	5/25/2016 - 12/24/2016
8030AB	12/25/2016 - 5/24/2017
8035AA	5/25/2016 - 12/24/2016
8035AB	12/25/2016 - 5/24/2017
8040AA	5/25/2016 - 12/24/2016
8040AB	12/25/2016 - 5/24/2017
8045AA	5/25/2016 - 12/24/2016
8045AB	12/25/2016 - 5/24/2017
8050AA	5/25/2016 - 12/24/2016
8050AB	12/25/2016 - 5/24/2017
9000	5/25/2016 - 5/24/2017

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

8000AB	12/25/2016 – 05/24/2017
8005	05/25/2016 – 05/24/2017
8010AB	12/25/2016 – 05/24/2017
8015AB	12/25/2016 – 05/24/2017
8020AB	12/25/2016 – 05/24/2017
8025AB	12/25/2016 – 05/24/2017
8030AB	12/25/2016 – 05/24/2017
8035AB	12/25/2016 – 05/24/2017
8040AB	12/25/2016 – 05/24/2017
8045AB	12/25/2016 – 05/24/2017
8050AB	12/25/2016 – 05/24/2017

CLAUSES INCORPORATED BY REFERENCE

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52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)

52.247-34 F.O.B. Destination (NOV 1991)

CLIN - DELIVERIES OR PERFORMANCE

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

8055	08/25/2016 – 05/24/2017
8060	08/25/2016 – 05/24/2017
8065	08/25/2016 – 05/24/2017
8070	08/25/2016 – 05/24/2017
8075	08/25/2016 – 05/24/2017
8100	05/25/2017 – 05/24/2018
8105	05/25/2017 – 05/24/2018
8110	05/25/2017 – 05/24/2018
8115	05/25/2017 – 05/24/2018
8120	05/25/2017 – 05/24/2018
8125	05/25/2017 – 05/24/2018
8130	05/25/2017 – 05/24/2018
8135	05/25/2017 – 05/24/2018
8140	05/25/2017 – 05/24/2018
8145	05/25/2017 – 05/24/2018
8150	05/25/2017 – 05/24/2018
8155	05/25/2017 – 05/24/2018\
8160	05/25/2017 – 05/24/2018
8165	05/25/2017 – 05/24/2018
8170	05/25/2017 – 05/24/2018
8175	05/25/2017 – 05/24/2018
9100	05/25/2017 – 05/24/2018
8200	05/25/2018 – 05/24/2019
8205	05/25/2018 – 05/24/2019
8210	05/25/2018 – 05/24/2019
8215	05/25/2018 – 05/24/2019
8220	05/25/2018 – 05/24/2019
8225	05/25/2018 – 05/24/2019
8230	05/25/2018 – 05/24/2019
8235	05/25/2018 – 05/24/2019
8240	05/25/2018 – 05/24/2019
8245	05/25/2018 – 05/24/2019
8250	05/25/2018 – 05/24/2019
8255	05/25/2018 – 05/24/2019
8260	05/25/2018 – 05/24/2019

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8265	05/25/2018 – 05/24/2019
8270	05/25/2018 – 05/24/2019
8275	05/25/2018 – 05/24/2019
9200	05/25/2018 – 05/24/2019
8300	05/25/2019 – 05/24/2020
8305	05/25/2019 – 05/24/2020
8310	05/25/2019 – 05/24/2020
8315	05/25/2019 – 05/24/2020
8320	05/25/2019 – 05/24/2020
8325	05/25/2019 – 05/24/2020
8330	05/25/2019 – 05/24/2020
8335	05/25/2019 – 05/24/2020
8340	05/25/2019 – 05/24/2020
8345	05/25/2019 – 05/24/2020
8350	05/25/2019 – 05/24/2020
8355	05/25/2019 – 05/24/2020
8360	05/25/2019 – 05/24/2020
8365	05/25/2019 – 05/24/2020
8370	05/25/2019 – 05/24/2020
8375	05/25/2019 – 05/24/2020
9300	05/25/2019 – 05/24/2020

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

- 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration
(OCT 2003)
- 252.204-7006 Billing Instructions (OCT 2005)
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports
(MAR 2008)

G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Joint Non-Lethal Weapons Directorate
ATTN: Michael Durnavich
3097 Range Road Quantico, VA 22134
Telephone: 703-432-0095
E-mail: Michael.durnavich@usmc.mil

G.2 OTHER POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

CONTRACTING OFFICER

Marine Corps Systems Command
Attn: Terry Coley, CT 2.7
2200 Lester St. Quantico, VA 22134
Telephone: TBD
E-mail: Chris.Enos@usmc.mil

CONTRACT SPECIALIST

Marine Corps Systems Command
Attn: TBD
2200 Lester St. Quantico, VA 22134
Telephone: TBD
E-mail: TBD

The Government reserves the right to unilaterally change the points of contact at any time.

252.232-7006 Wide Area WorkFlow Payment Instructions. (MAY 2013)

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

- (1) *Document type.* The Contractor shall use the following document type(s).
Invoice as 2-in-1
- (2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection and Acceptance will at Destination: M67854

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	M67854
Admin DoDAAC	M67854
Inspect By DoDAAC	M67854
Ship To Code	See Schedule
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	M67854 ext. JNLW
Service Acceptor (DoDAAC)	M67854 ext. JNLW
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment

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

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

COR: See Section G

Contracting Officer: See Section G

(g) *WAWF point of contact.*

Email: MCSC_DFM_MAO@usmc.mil

Telephone: MCSC DFM MAO: 703.432.4011

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

TBD

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

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

Accounting Data

SLINID	PR Number	Amount
8000AA	M95450-16-RC-R6HH9-0001	██████████
LLA :		
AA 1761319	M4MX 251 67854 067443 2D C23190	
8010AA	M95450-16-RC-R6HH9-0001	██████████
LLA :		
AA 1761319	M4MX 251 67854 067443 2D C23190	
8015AA	M95450-16-RC-R6HH9-0001	██████████
LLA :		
AA 1761319	M4MX 251 67854 067443 2D C23190	
8020AA	M95450-16-RC-R6HH9-0001	██████████
LLA :		
AA 1761319	M4MX 251 67854 067443 2D C23190	
8025AA	M95450-16-RC-R6HH9-0001	██████████
LLA :		
AA 1761319	M4MX 251 67854 067443 2D C23190	
8030AA	M95450-16-RC-R6HH9-0001	██████████
LLA :		
AA 1761319	M4MX 251 67854 067443 2D C23190	
8035AA	M95450-16-RC-R6HH9-0001	██████████
LLA :		
AA 1761319	M4MX 251 67854 067443 2D C23190	
8040AA	M95450-16-RC-R6HH9-0001	██████████
LLA :		

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AA 1761319 M4MX 251 67854 067443 2D C23190

8045AA M95450-16-RC-R6HH9-0001

LLA :

AA 1761319 M4MX 251 67854 067443 2D C23190

8050AA M95450-16-RC-R6HH9-0001

LLA :

AA 1761319 M4MX 251 67854 067443 2D C23190

9000 M95450-16-RC-R6HH9-0001

LLA :

AA 1761319 M4MX 251 67854 067443 2D C23190

BASE Funding

Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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SECTION I CONTRACT CLAUSES

All Clauses in the SEAPORT-e MAC contract apply to this Task Order unless subsequent versions are identified below.

- FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARD (JULY 2013)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)
- FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PORPOSED FOR DEBARMENT (AUG 2013)
- FAR 52.210-1 MARKET RESEARCH (APR 2011)
- FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
- FAR 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL2013)
- FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
- FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)
- FAR 52.232-25 PROMPT PAYMENT (JUL 2013)
- FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)FAR 52.244-2 SUBCONTRACTS (OCT 2010)
- FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

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- 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)
- 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)
- 252.204.7008 COMPLIANCE WITH SAFEGUARDING COVERED
DEFENSE INFORMATION CONTROLS (AUG 2015)
- 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY
CONTRACTOR INFORMATON (AUG 2015)
- 252.204-7012 SAFEGUARDING OF UNCLASSIFIED
CONTROLLED TECHNICAL INFORMATION (AUG 2015)
- 252.216-7009 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION
WITH WHISTLEBLOWER PROCEEDING (SEP 2013)
- 252.227-7013 TECHNICAL DATA-NONCOMMERCIAL ITEMS (FEB 2014)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND
NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
(MAY 2013)
- 252.227-7015 TECHNICAL DATA-COMMERCIAL ITEMS (FEB 2014)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 4 years.

(d) Exercise of Options:

Option items are not dependent upon the prior exercise, concurrent exercise or subsequent exercise of any other option items. The PCO may unilaterally exercise the option line items either concurrently or separately with or without other option line items within the option exercise periods provided below:

Option Item	Valid Date	Expiration Date
8055	Task order award	3 months after task order award
8060	Task order award	3 months after task order award
8065	Task order award	3 months after task order award
8070	Task order award	3 months after task order award

8075	Task order award	3 months after task order award
8100	11 months after task order award	12 months after task order award
8105	11 months after task order award	12 months after task order award
8110	11 months after task order award	12 months after task order award
8115	11 months after task order award	12 months after task order award
8120	11 months after task order award	12 months after task order award
8125	11 months after task order award	12 months after task order award
8130	11 months after task order award	12 months after task order award
8135	11 months after task order award	12 months after task order award
8140	11 months after task order award	12 months after task order award
8145	11 months after task order award	12 months after task order award
8150	11 months after task order award	12 months after task order award
8155	11 months after task order award	12 months after task order award
8160	11 months after task order award	12 months after task order award
8165	11 months after task order award	12 months after task order award
8170	11 months after task order award	12 months after task order award
8175	11 months after task order award	12 months after task order award
8200	23 months after task order award	24 months after task order award
8205	23 months after task order award	24 months after task order award
8210	23 months after task order award	24 months after task order award
8215	23 months after task order award	24 months after task order award
8220	23 months after task order award	24 months after task order award
8225	23 months after task order award	24 months after task order award

8230	23 months after task order award	24 months after task order award
8235	23 months after task order award	24 months after task order award
8240	23 months after task order award	24 months after task order award
8245	23 months after task order award	24 months after task order award
8250	23 months after task order award	24 months after task order award
8255	23 months after task order award	24 months after task order award
8260	23 months after task order award	24 months after task order award
8265	23 months after task order award	24 months after task order award
8270	23 months after task order award	24 months after task order award
8275	23 months after task order award	24 months after task order award
8300	35 months after task order award	36 months after task order award
8305	35 months after task order award	36 months after task order award
8310	35 months after task order award	36 months after task order award
8315	35 months after task order award	36 months after task order award
8320	35 months after task order award	36 months after task order award
8325	35 months after task order award	36 months after task order award
8330	35 months after task order award	36 months after task order award
8335	35 months after task order award	36 months after task order award
8340	35 months after task order award	36 months after task order award
8345	35 months after task order award	36 months after task order award
8350	35 months after task order award	36 months after task order award
8355	35 months after task order award	36 months after task order award

8360	35 months after task order award	36 months after task order award
8365	35 months after task order award	36 months after task order award
8370	35 months after task order award	36 months after task order award
8375	35 months after task order award	36 months after task order award
9100	11 months after task order award	12 months after task order award
9200	23 months after task order award	24 months after task order award
9300	35 months after task order award	36 months after task order award

(End of Clause)

52.245-1 Government Property Alternate I (Apr 2012)

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

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor's managerial personnel” means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

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“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search:
- (2) Theft:
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, *e.g.*, textile and metal clippings, borings, and faulty castings and forgings.

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“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or

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audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

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- (A) Increase or decrease the amount of Government-furnished property under this contract;
- (B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or
- (C) Withdraw authority to use property.
- (ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.
- (e) *Title to Government property.*
- (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.
- (3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*
- (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
- (ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—
- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.
- (f) *Contractor plans and systems.*
- (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:
- (i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

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(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1) (iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the

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circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.
- (3) Quantity.
- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which includes Government material.
- (8) Cause and corrective action taken or to be taken to prevent recurrence.
- (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
- (10) Copies of all supporting documentation.
- (11) Last known location.
- (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

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(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administer and take all necessary corrective actions as specified by the schedule within the corrective action plan.

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(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract.

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Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional; information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for

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performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net

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proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.245-9 Use and Charges (Apr 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

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(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) *General.*

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) *Rental charge.* —

(1) *Real property and associated fixtures.*

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

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(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) *Rental payments.*

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) *Use revocation.* At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>;

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>; or

https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars

252.203-7004

DISPLAY OF HOTLINE POSTERS (JAN 2015)

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

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(b) *Display of fraud hotline poster(s).*

(1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

[Contracting Officer shall insert the appropriate DHS contact information or website.]

(c) *Display of Combating Trafficking in Persons and Whistleblower Protection hotline posters.* The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the website.

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001)(OCT 2015)

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

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

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

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s)

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(e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

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

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

“Covered defense information” means unclassified information that—

(i) Is—

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

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense

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Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

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

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

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

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

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

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

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information

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gathered in accordance with paragraph (e) of this clause.

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

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

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

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

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

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

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

(m) *Subcontracts.* The Contractor shall—

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(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher tier subcontractor) as soon as practicable.

(End of clause)

252.211-7007 Reporting of Government Furnished Property (Aug 2013)

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

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS [252.211-7003](#)) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number

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or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm_pubs.asp).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) *Reporting Government-furnished property to the IUID Registry.* Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer’s package, box, or container, as it was received.

(c) *Exceptions.* Paragraph (b) of this clause does not apply to—

- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
- (4) Intellectual property or software;
- (5) Real property; or
- (6) Property released for work in process.

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(d) *Data for reporting to the IUID Registry.* To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) (A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Received/Sent (shipped) date.
- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
 - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm_pubs.asp).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) *Procedures for reporting of Government-furnished property.* Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) *Procedures for updating the IUID Registry.*

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

- (i) Received by the Contractor;

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(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.232-7007 Limitation of Government's Obligation. (APR 2014)

(a) Contract line item **8000, 8010, 8015, 8020, 8025, 8030, 8035, 8040, 8045, and 8050** are incrementally funded. For these items, the sum of:

For this item 8000, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

For this item 8010, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

For this item 8015, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

For this item 8020, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

For this item 8025, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

For this item 8030, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

For this item 8035, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

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For this item 8040, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

For this item 8045, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

For this item 8050, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract.

An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s)

identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract:	8000AA -	[REDACTED]
On or before December 25, 2016:	8000AB -	[REDACTED]
		[REDACTED]
On execution of contract:	8010AA -	[REDACTED]
On or before December 25, 2016:	8010AB -	[REDACTED]
		[REDACTED]
On execution of contract:	8015AA -	[REDACTED]
On or before December 25, 2016:	8015AB -	[REDACTED]
		[REDACTED]
On execution of contract:	8020AA -	[REDACTED]
On or before December 25, 2016:	8020AB -	[REDACTED]
		[REDACTED]
On execution of contract:	8025AA -	[REDACTED]
On or before December 25, 2016:	8025AB -	[REDACTED]
		[REDACTED]
On execution of contract:	8030AA -	[REDACTED]
On or before December 25, 2016:	8030AB -	[REDACTED]
		[REDACTED]

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On execution of contract: 8035AA - [REDACTED]
On or before December 25, 2016: 8035AB - [REDACTED]
[REDACTED]

On execution of contract: 8040AA - [REDACTED]
On or before December 25, 2016: 8040AB - [REDACTED]
[REDACTED]

On execution of contract: 8045AA - [REDACTED]
On or before December 25, 2016: 8045AB - [REDACTED]
[REDACTED]

On execution of contract: 8050AA - [REDACTED]
On or before December 25, 2016: 8050AB - [REDACTED]
[REDACTED]

(End of clause)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

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

“Government-furnished property” is defined in the clause at FAR 52.245-1, Government Property.

“Serially-managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

(b) The Contractor shall tag, label, or mark Government-furnished property items identified in the contract as subject to serialized item management (serially-managed items).

(c) The Contractor is not required to tag, label, or mark Government-furnished property previously tagged, labeled, or marked.

(End of clause)

252.245-7002 Reporting Loss of Government Property (Apr 2012)

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

“Government property” is defined in the clause at FAR 52.245-1, Government Property.

“Loss of Government property” means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to

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usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For Contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Defense Contract Management Agency (DCMA) eTools software application for reporting loss of Government property. Reporting value shall be at unit acquisition cost. The eTools “LTDD of Government Property” toolset can be accessed from the DCMA home page External Web Access Management application at <http://www.dcma.mil/aboutetools.cfm>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to—

- (i) Theft;
- (ii) Inadequate storage;
- (iii) Lack of physical security; or
- (iv) “Acts of God.”

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

(End of clause)

252.245-7003 Contractor Property Management System Administration (APR 2012)

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

“Acceptable property management system” means a property system that complies with the system criteria in paragraph (c) of this clause.

“Property management system” means the Contractor’s system or systems for managing and controlling Government property.

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“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable property management system. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) *System criteria.* The Contractor’s property management system shall be in accordance with paragraph (f) of the contract clause at Federal Acquisition Regulation 52.245-1.

(d) *Significant deficiencies.* (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer’s final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer’s final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor’s property management system, and the contract includes the clause at [252.242-7005](#), Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.245-7004 Reporting, Reutilization and Disposal (Mar 2015)

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

(1) “Demilitarization” means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

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(2) “Export-controlled items” means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes—

(i) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) “Items,” defined in the EAR as “commodities,” “software,” and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.

(3) “Ineligible transferees” means individuals, entities, or countries—

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) “Scrap” means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item’s original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not “scrap.”

(5) “Serviceable or usable property” means property with potential for reutilization or sale “as is” or with minor repairs or alterations.

(b) *Inventory disposal schedules.* Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/DCMAIT/cbt/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) *Appropriate Federal Condition Codes.* See Appendix 2 of DLM 4000.25-2, Military

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Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www2.dla.mil/i-6/dlms0/elibrary/manuals/dlm/dlm_pubs.asp#.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer.

(d) *Demilitarization, mutilation, and destruction.* If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) *Classified Contractor inventory.* The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) *Inherently dangerous Contractor inventory.* Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) *Contractor inventory located in foreign countries.* Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) *Disposal of scrap.*

(1) *Contractor with scrap procedures.*

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

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(2) *Scrap warranty.* The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) *Sale of surplus Contractor inventory.*

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

``The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) *Restrictions on purchase or retention of Contractor inventory.*

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person:

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the

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demilitarization, mutilation, or destruction of property:

(i) *Demilitarization, mutilation, or destruction on Contractor or subcontractor premises.*

Item(s) N/A require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) *Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.*

(A) Item(s) N/A require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) *Failure to demilitarize.* If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser–

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Reserved

Attachment 2 - Scheduled Government Furnished Property

Attachment 3 - Reserved

Attachment 4 - Reserved

Attachment 5 - Performance Requirements Summary

Attachment 6 - Reserved

Attachment 7 - Reserved

Attachment 8 - Contract Security Classification DD Form 254

Exhibit A - CDRLS A001 THROUGH A00X