

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
083. EFFECTIVE DATE  
16-Sep-20134. REQUISITION/PURCHASE REQ. NO.  
1300314616-0001,  
1300328215-00075. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N68936

7. ADMINISTERED BY (If other than Item 6) CODE

S0514A

NAVAIR Weapons Division China Lake  
429 E Bowen Road - Stop 4015  
China Lake CA 93555-6108  
david.belasco@navy.mil 760-939-1087DCMA SAN DIEGO  
7675 DAGGET STREET, SUITE 200  
SAN DIEGO CA 92111-2241

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

KAB LABORATORIES INC.  
1110 Rosecrans Street #203  
San Diego CA 92106

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-08-D-5473-GM01

10B. DATED (SEE ITEM 13)

24-Mar-2012

CAGE CODE  
0BS45

FACILITY CODE

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

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

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## GENERAL INFORMATION

The purpose of this modification is to reallocate \$20,291.78 of funding from Labor SLIN 600003 and ODC SLIN 400010 to Labor CLIN 4101 in accordance with PID/PR 1300314616-0001 and 1300328215-0007. A conformed copy of this Task Order is attached to this modification for information purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,215,644.99 by \$0.00 to \$1,215,644.99.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400010	O&MN,N	23,000.00	(17,291.78)	5,708.22
410111	O&MN,N	0.00	3,000.00	3,000.00
410112	O&MN,N	0.00	17,291.78	17,291.78
600003	O&MN,N	3,000.00	(3,000.00)	0.00

The total value of the order is hereby increased from \$1,658,003.96 by \$0.00 to \$1,658,003.96.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	R425	BASE YEAR - LABOR	1.0	LO	\$715,040.17	\$53,628.01	\$768,668.18
		100% level of effort (O&M,N Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (O&MN,N)					
400001	R425	PR 1300256966 \$412,292.68 ACRN AA (O&MN,N)					
400002	R425	PR 1300274835 \$15,000.00 ACRN AB (O&MN,N)					
400003	R425	PR 1300274835 \$4,000.00 ACRN AC (O&MN,N)					
400004	R425	PR 1300314616 \$140,000.00 ACRN AD (O&MN,N)					
400005	R425	PR 1300314616 \$10,000.00 ACRN AE (O&MN,N)					
400006	R425	PR 1300314616 \$8,825.00 ACRN AF (O&MN,N)					
400007	R425	PR 1300328215-0001 \$31,000.00 ACRN AG (O&MN,N)					
400008	R425	PR 1300328215-0001 \$19,300.00 ACRN					

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AG (O&MN,N)

400009	R425	PR 1300328215-0005 \$14,050.00 ACRN AK (O&MN,N)					
400010	R425	PR 1300328215-0005 \$5,708.22 (\$17,291.78 to 4101) ACRN AG (O&MN,N)					
4010	R425	BASE YEAR Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4101	R425	OPTION YEAR 1 - LABOR 85% level of effort (O&M,N Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (O&MN,N)	1.0	LO	\$625,409.88	\$46,905.74	\$672,315.62
410101	R425	PR 1300328215-0001 \$57,000.00 (\$152,0 00.00 - \$95,000.00) ACRN AH (O&MN,N)					
410102	R425	PR 1300328215-0001 \$2,000.00 (\$11,000.00 - \$9,000.00) ACRN AJ (O&MN,N)					
410103	R425	PR 1300328215-0001 \$0.00 to CLIN 4000 ACRN					

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AK (O&MN,N)

410104	R425	PR 1300328215-0001 \$28,420.00 (\$51,420.00 - \$23,000.00) to CLIN 4000 ACRN AG (O&MN,N)					
410105	R425	PR 1300328215-0001 \$0.00(\$48,000.00 - \$48,000.00) ACRN AG (O&MN,N)					
410106	R425	PR 1300328215-0006 \$70,000.00 ACRN AK (O&MN,N)					
410107	R425	PR 1300328215-0006 \$192,205.00 ACRN AG (O&MN,N)					
410108	R425	PR 1300328215-0006 \$50,000.00 ACRN AG (O&MN,N)					
410109	R425	PR 1300328215-0006 \$95,000.00 ACRN AH (O&MN,N)					
410110	R425	PR 1300328215-0006 \$9,000.00 ACRN AJ (O&MN,N)					
410111	R425	PR 1300314616-0001 \$3,000.00 ACRN AF (From 600003) (O&MN,N)					
410112	R425	PR 1300328215-0007 \$17,291.78 ACRN AG (From 400010) (O&MN,N)					
4102	R425	OPTION YEAR 1 - LABOR 10% level of	1.0	LO	\$73,577.63	\$5,518.32	\$79,095.95

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effort (NWCF/APN  
Funds)  
The contractor  
shall provide  
Labor for  
Engineering and  
Logistical  
support in  
accordance with  
the Performance  
Work Statement  
(PWS). (TBD)

410201	R425	PR 1300349159 \$25,499.31 ACRN AL (WCF)					
4103	R425	OPTION YEAR 1 - LABOR 5% level of effort (FMS Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (TBD)	1.0	LO	\$36,788.82	\$2,759.16	\$39,547.98
4110	R425	OPTION YEAR 1 Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
4201	R425	OPTION YEAR 2 - LABOR 85% level of effort (O&M,N Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (O&MN,N)	1.0	LO	\$643,546.77	\$48,266.00	\$691,812.77

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Option

4202	R425	OPTION YEAR 2 - LABOR 10% level of effort (NWCF/APN Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (TBD) Option	1.0	LO	\$75,711.38	\$5,678.35	\$81,389.73
4203	R425	OPTION YEAR 2 - LABOR 5% level of effort (FMS Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (TBD) Option	1.0	LO	\$37,855.69	\$2,839.17	\$40,694.86
4210	R425	OPTION YEAR 2 Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6000	R425	BASE YEAR - ODC 100% level of effort (O&M,N Funds) Material/Other	1.0	LO	\$48,000.00

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Direct Costs  
(O&MN,N)

600001	R425	PR 1300274835 (\$5,000.00-\$1,493 .00) ACRN AB (O&MN,N)			
600002	R425	PR 1300274835 (\$2,500.00-\$1,154 .00) ACRN AC (O&MN,N)			
600003	R425	PR 1300314616 \$0.00 (\$3,000.00 to 4101) ACRN AF (O&MN,N)			
6101	R425	OPTION YEAR 1 - ODC 85% level of effort (O&M,N Funds) Material/Other Direct Costs (O&MN,N)	1.0	LO	\$42,819.80
610101	R425	PR 1300328215-0001 \$1,200.00 ACRN AH (O&MN,N)			
610102	R425	PR 1300328215-0001 0.00 (-\$1,000.00) to CLIN 4000 ACRN AK (O&MN,N)			
610103	R425	PR 1300328215-0001 \$0.00(\$2,000.00 - \$2,000.00) ACRN AG (O&MN,N)			
6102	R425	OPTION YEAR 1 - ODC 10% level of effort (NWCF/APN Funds) Material/Other Direct Costs (TBD)	1.0	LO	\$5,037.62
6103	R425	OPTION YEAR 1 - ODC 5% level of	1.0	LO	\$2,518.81



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effort (FMS  
Funds)  
Material/Other  
Direct Costs  
(TBD)

6201 R425 OPTION YEAR 2 - 1.0 LO \$44,318.50  
ODC  
85% level of  
effort (O&M,N  
Funds)  
Material/Other  
Direct Costs  
(O&MN,N)  
Option

6202 R425 OPTION YEAR 2 - 1.0 LO \$5,213.94  
ODC  
10% level of  
effort (NWCF/APN  
Funds)  
Material/Other  
Direct Costs  
(TBD)  
Option

6203 R425 OPTION YEAR 2 - 1.0 LO \$2,606.97  
ODC  
5% level of  
effort (FMS  
Funds)  
Material/Other  
Direct Costs  
(TBD)  
Option

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	---	---	-----	-----	-----
7001	R425	OPTION YEAR 3 - LABOR 85% level of effort (O&M,N Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (O&MN,N) Option	1.0	LO	\$662,209.63	\$49,665.72	\$711,875.35

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7002	R425	OPTION YEAR 3 - LABOR 10% level of effort (NWCF/APN Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (TBD) Option	1.0	LO	\$77,907.01	\$5,843.02	\$83,750.03
7003	R425	OPTION YEAR 3 - LABOR 5% level of effort (FMS Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (TBD) Option	1.0	LO	\$38,953.51	\$2,921.51	\$41,875.02
7010	R425	OPTION YEAR 3 Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00
7101	R425	OPTION YEAR 4 - LABOR 85% level of effort (O&M,N Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with	1.0	LO	\$681,413.71	\$51,106.02	\$732,519.73

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the Performance  
Work Statement  
(PWS). (O&MN,N)  
Option

7102	R425	OPTION YEAR 4 - LABOR 10% level of effort (NWCF/APN Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (TBD) Option	1.0	LO	\$80,166.32	\$6,012.47	\$86,178.79
7103	R425	OPTION YEAR 4 - LABOR 5% level of effort (FMS Funds) The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). (TBD) Option	1.0	LO	\$40,083.16	\$3,006.23	\$43,089.39
7110	R425	OPTION YEAR 4 Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (OTHER) Option	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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9001	R425	OPTION YEAR 3 - ODC	1.0	LO	\$45,869.64

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85% level of  
effort (O&M,N  
Funds)  
Material/Other  
Direct Costs  
(O&MN,N)  
Option

9002 R425 OPTION YEAR 3 - 1.0 LO \$5,396.43  
ODC

10% level of  
effort (NWCF  
Funds)  
Material/Other  
Direct Costs  
(TBD)  
Option

9003 R425 OPTION YEAR 3 - 1.0 LO \$2,698.21  
ODC

5% level of  
effort (FMS  
Funds)  
Material/Other  
Direct Costs  
(TBD)  
Option

9101 R425 OPTION YEAR 4 - 1.0 LO \$47,475.08  
ODC

85% level of  
effort (O&M,N  
Funds)  
Material/Other  
Direct Costs  
(O&MN,N)  
Option

9102 R425 OPTION YEAR 4 - 1.0 LO \$5,585.30  
ODC

10% level of  
effort (NWCF/APN  
Funds)  
Material/Other  
Direct Costs  
(TBD)  
Option

9103 R425 OPTION YEAR 4 - 1.0 LO \$2,792.65  
ODC

5% level of  
effort (FMS  
Funds)  
Material/Other  
Direct Costs  
(TBD)  
Option

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

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

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

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

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

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

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

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4000, 4101, 4102, 4103, 4201, 4202, 4203, 7001, 7002, 7003, 7101, 7102, and 7103 - The Contractor shall provide the supplies and services in accordance with Section C Performance-Based Statement of Work for services to support the Systems Software Engineering Division (SSED).

Items 6000, 6101, 6102, 6103, 6201, 6202, 6203, 9001, 9002, 9003, 9101, 9102, and 9103 - The Contractor shall provide Material and Travel in accordance with paragraph 5.0 below.

Items 4010, 4110, 4210, 7010, and 7110 - The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and paragraph 4.0 below.

**Performance Based Statement of Work**  
**Systems Software Engineering Division (SSED)**  
**Engineering Services**  
**7/15/2011**

### 1.0 SCOPE

This Performance Based Statement of Work (PBSOW) is for the Naval Air (NAVAIR) Systems Command, Systems Software Engineering Division (SSED), North Island, San Diego (NAS), California.

The scope of this task order (TO) is to provide engineering services for avionics systems in Naval aircraft and aircraft simulations including the H-60 aircraft and all its variants, SH-2G, UH-3H, H-2, Fire Scout, and BAMS aircraft platforms. These services include the management, design, development, and Life Cycle Support (LCS). This requirement augments the Government workforce and will be tasked via team work plans, project status meetings and project schedules in performing technical research and engineering analyses for the design and supportability of various systems in Navy aircraft, trainers, components, products, and peripheral support equipment relative to the assigned aircraft. The work will be performed primarily at NAVAIR Depot North Island and at field sites to be determined as required.

1.1 BACKGROUND. The SSED is a component of the NAVAIR DEPOT's Systems Software Engineering Division. The primary role of the SSED is to actively participate in the full life cycle of operational flight software, simulation software, and other required supporting software for the U.S. Navy (USN), U. S. Coast Guard (USCG), other branches of the U. S. armed forces, foreign military sales (FMS), and commercial industry (Partnering Agreements). Efforts also include new software engineering designs, remedial/redesign engineering development management and related technical documentation. This organization is funded by NAVAIR and other agencies to accomplish various multiple year development projects providing software engineering and

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configuration management functions during systems acquisition and life-cycle support. In this role, the SSED develops and maintains multiple versions of tactical software for various aircraft and associated simulations.

## 2.0 APPLICABLE DOCUMENTS

Technical Guides and Instructions:

DoD 5220.22-M National Industrial Security Program Operating Manual (NISPOM), 28 February 2006

SECNAVINST 5510.36A Department of Navy (DoN) Information Security Program, 6 October 2006

OPNAVINST 3432.1, Operations Security, 29 August 1995

Local Command/Facility 3432 Instruction Series (OPSEC)

2.1 Where the safety and health of the contractor employees are affected, the contractor is responsible directly to the Department of Labor's Occupational Safety and Health Administration (OSHA) or the appropriate state office where OSHA has approved a state plan. The following instructions apply:

OPNAVINST 5100.23G, 30 December 2005

NAVFACINST 5100.11J, 18 January 2000

2.2 The Government will provide all necessary reference documents not generally available to the Contractor as required. Throughout the life of the task order, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this PBSOW.

**The Contractor shall not purchase any Information Technology (IT) equipment on behalf of NAVAIR in support of this task order without a Naval Air Systems Command (NAVAIR) Chief Information Officer (CIO) signed "IT" approval.**

It is the Government's responsibility to ensure that any "IT" procurement (hardware/hardware maintenance, software/software maintenance, support services, web services, telecommunications, etc.) procured by the Contractor under the scope of this Contract/Task Order that contains "IT" meet the following requirements.

2.2.1 **Clinger-Cohen Act.** The contractor shall comply with all requirements of the Clinger-Cohen Act in the performance of this PBSOW.

**Background.** In 1996, Congress enacted the Clinger-Cohen Act (CCA) requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. In accordance with the following Department of Defense Directive (DoDD), Department of Defense Instruction (DoDI), Office of the Secretary of Defense (OSD) memo, and Secretary of the Navy Instruction (SECNAVINST), CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's Chief Information Officer (CIO) to manage

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IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance (IA) strategy depends on the Acquisition Category (ACAT).

- DoDD Number 5000.01 “The Defense Acquisition System,” May 12, 2003, Certified Current as of November 20, 2007
- DoDI 5000.02, “Operation of the Defense Acquisition System,” December 8, 2008
- OSD Memo, “Clinger-Cohen Act Compliance Policy,” Mar 8 2002
- SECNAVINST 5000.2D, “Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System,” October 16, 2008

### 2.2.2 System Software / Application Compliance.

The contractor shall perform all Information Technology Systems or software/application development, modification or support in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), Department of the Navy (DON)/Naval Air Systems Command (NAVAIR) Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

2.2.3 Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services. The contractor shall perform all Information Technology systems, software, and website development, modification or support in accordance with all applicable Federal, Department of Defense (DoD), DON, and NAVAIR policy, guidance, standards, and strategies, and shall be integrated with MyNAVAIR (NAVAIR Corporate Portal) whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, shall transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

- OMB Guide for Managing U.S. Government Websites <http://www.usa.gov/webcontent/>
- OMB Policies for Federal Public Websites, OMB M-05-04 [http://www.usa.gov/webcontent/reqs\\_bestpractices/omb\\_policies.shtml](http://www.usa.gov/webcontent/reqs_bestpractices/omb_policies.shtml)
- Section 508 Standards <http://www.section508.gov/>
- DoD Web Policy and Guidelines <http://www.defenselink.mil/webmasters/>
- Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website <https://www.nioc-norfolk.navy.mil/wra/index.html>
- Secretary of the Navy (SECNAV) 5720.47B “DON Policy for Content of Publicly Accessible World Wide Web Site,” 28 December 2005 (NIOC Norfolk routinely monitors publicly accessible Navy websites for policy compliance; Site has a downloadable “Website Self-Assessment Checklist” for Webmasters. <http://www.chinfo.navy.mil/navpalib/internet/secnav5720-47b.pdf>
- NAVAIR CIO Website (NAVAIR specific policy and guidelines <https://mynavair.navaair.navy.mil>

### 2.2.4 Software Development/Server Procurement.

Any tools developed that will be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations shall be certified for NMCI and comply with NMCI policy. Additionally,



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any servers supporting this effort shall be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

### 2.2.5 Information Assurance (IA).

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

2.2.5.1 The contractor shall comply with IA procedures and guidelines including the following listed instructions:

- ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, July 31, 2009
- CJCSI 3170.01G (series), “Joint Capabilities Integration and Development System,” 1 March 2009
- CJCSI 6211.02C (series) – “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008
- CJCSI 6212.01E (series) – “Interoperability and Supportability of Information Technology and National Security Systems,” 15 December 2008
- CJCSI 6215.01C, “Policy for Department of Defense voice Networks,” 9 Nov 2007
- CJCSI 6250.01C (series) – “Satellite Communications,” 30 Apr 2007
- CJCSI 6510.01E, “Information Assurance (IA) and Computer Network Defense (CND),” 15 Aug 2007
- CJCSM 6510.01A – “Information Assurance (IA) and Computer Network Defense (CND) Volume I (Incident Handling Program),” 24 Jun 2009
- CNO N614/HQMC C4 – “Navy- Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0,” 31 Oct 2002
- CNSS Policy No. 10, “National Policy Governing Use of Approved Security Containers in Information System Security Applications,” 16 Dec 2004
- CNSS Instruction 4012, “National IA Training Standard for Senior System Managers,” Jun 2004
- CNSS Instruction 4014, “National IA Training Standard for Information System Security Officers,” Apr 2004

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- Defense Acquisition Guidebook – Chapter 7 “Acquiring Information Technology, Including National Security Systems,” Section 7.5 “Information Assurance (IA)”
- DoD 5220.22-M, “National Industrial Security Program Operating Manual,” Feb 28, 2006 (NISPOM)
- DoD 8510.1-M, “DITSCAP Application Manual,” 31 Jul 2000
- DoD 8570.01-M, “Information Assurance Workforce Improvement Program,” 19 Dec 2005 (Incorporating Change 2, Feb 25, 2010)
- DoDD 8000.01 “Management of the Department of Defense Information Enterprise,” 10 Feb 2009
- DoDD 8100.1, Global Information Grid (GIG) Overarching Policy, 19 Sep 2002
- DoDD 8100.02, “Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG),” 14 April 2004, Certified Current as of 23 April 2007
- DoDD 8500.01E (series), “Information Assurance (IA),” October 24, 2002, Certified Current as of April 23, 2007
- DoDD 8570.01 “Information Assurance Training, Certification, and Workforce Management,” August 15, 2004, Certified Current as of April 23, 2007
- DoDI 4630.8, “Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS),” June 30, 2004
- DoDI 5200.40, “DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP),” 30 Dec 1997
- DoDI 8500.2, “Information Assurance Implementation,” February 6, 2003
- DoDI 8510.01, “DoD Information Assurance Certification and Accreditation Process (DIACAP),” November 28, 2007
- DoDI 8520.2, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling,” April 1, 2004
- DoDI 8551.1, “Ports, Protocols, and Services Management (PPSM),” August 13, 2004
- DoDI 8580.1, “Information Assurance in the Defense Acquisition System,” July 9, 2004
- DoDI 8581.01, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense,” June 8, 2010
- DoN CIO Guidance on Information Management/IT Inherently Governmental Functions,” Nov 2001

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- DON CIO Memo 02-10, "Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology," 26 April 2010
- DON Itr 5239 NAVAIR 726/2322 of 18 Feb 09, "NAVAIR Data at Rest Policy" Federal Information Processing Standards Publications (FIPS PUB) [<http://www.itl.nist.gov/fipspubs/by-num.htm>]
- NSTISSI 4011, "National Training Standard for Information Systems Security Professionals," 20 June 1994
- NSTISSP No. 11, "Revised Fact Sheet National Information Assurance Acquisition Policy," July 2003 (Office of the Chief of Naval Operations)
- OPNAVINST 2201.2, "Navy and Marine Corps Computer Network Incident Response," 3 Mar 1988
- OPNAVINST 2201.3; CH-1, "COMSEC Monitoring of Navy and Marine Corps Telecommunications and AISs," 27 Jan 1999
- OPNAV INST 5239.1C, "Navy Information Assurance (IA) Program," 20 Aug 08
- OPNAVINST C5510.93F/MCO C5510.19 Navy Marine Corps Implementation of National Policy on the Control of Compromising Emanations, 10 January 2002
- SECNAV M-5239.1, "Department of the Navy Information Assurance Program; Information Assurance Manual," November 2005
- SECNAVINST 5230.15, "Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software," 10 April 2009
- SECNAVINST 5239.3B, "Department of the Navy Information Assurance Policy," June 17, 2009
- SECNAVINST 5239.19, "Department of the Navy Computer Network Incident Response and Reporting Requirements," 18 March 2008
- SECNAVINST 5510.36, "DON Information Security Program Regulation," 17 Mar 99
- The National Security Act of 1947
- Title 40/Clinger-Cohen Act

An IA Manager is available via the NAVAIR portal at [https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS\\_32\\_0\\_856\\_01\\_47/http://pxcpo013.navair.navy.mil;11930/collab/do/document/overview?projID=135128&folderID=247389](https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_0_856_01_47/http://pxcpo013.navair.navy.mil;11930/collab/do/document/overview?projID=135128&folderID=247389)

2.2.5.2 All IT procured in the performance of this PBSOW shall meet all DoD/DON and NAVAIR IA polices defined in paragraph 2.2.5.1. Failure to follow these policies will result in

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denied access to NMCI, One Net, Integrated Shipboard Network System (ISNS) and other DON, DoD and Joint Networks. These IA policies are standard across the Department and ensure IA compatibility and interoperability.

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

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

2.2.5.4.1 Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DoD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection to the system to the networks. Results of approvals shall be documented via Memorandum of Agreement with the Facility Security Officer and the Defense Security Service Representative for that contractor.

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

2.2.5.4.3 Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense Information Security Agency and comply with CJCSI 6211.02C (series), “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008.

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

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

2.2.6 Enterprise Architecture:

2.2.6.1 Contractor Networks and connections. Contractor-owned and operated networks are prohibited in any Naval Air Systems Command (NAVAIR) facility or site in support of this task order. The contractor may access non-government, external IP space via the NAVAIR-provided

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Virtual Private Network (VPN) Outreach service or NAVAIR CIO approved Internet Protocol (IP) service.

2.2.6.2 Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA referenced in paragraph 2.2.5.4.5. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

2.2.6.3 Navy Enterprise Architecture and Data Strategy (NEADS). The Contractor shall comply with the NEADS policy found at the following website dated 6 April 2007.

<https://acc.dau.mil/CommunityBrowser.aspx?id=144983&lang=en-US>

2.2.7 Software Process Improvement Initiative (SPII).

As defined in the Assistant Secretary of the Navy (ASN) Memorandum, Software Process Improvement Initiative (SPII) Guidance for Use of Software Process Improvement Contract Language dated 13 July 2007, "computer software development" or "software development" means, as applicable developing or delivering new source code, modifying existing source code, coding computer instructions and data definitions, building database schema, and performing other activities needed to implement the design of a noncommercial computer software product. This definition recognized that even small changes to software code can result in significant changes to software system behavior and quality, and, consequently, that it is necessary for developers to define and follow disciplined and appropriate processes.

2.2.7.1 The policy and additional information can be found at

<http://acquisition.navy.mil/content/view/full/5144>

## 2.3 OTHER PROGRAM SPECIFIC DOCUMENTS

- SSED Software Process Manual (SPM), Dynamic, Version 2.12, 3 March 2011

## 2.4 OTHER DOCUMENTS

- Introduction to the Personal Software Process, Watts S. Humphrey, February 2000
- CMMI – Guidelines for Process Integration and Product Improvement, Second Edition, ISBN 0-321-27967-0 Chrissis/Konrad/Shrum, September 2004

## 3.0 REQUIREMENTS.

3.1 GENERAL REQUIREMENTS. The contractor shall provide software development maintenance and LCS of operational flight software for tactical navigation/mission computer systems and their associated simulations to the SSED for its multiple Systems Software Support Activities (SSSAs). Minimum key personnel experience and educational levels for this PBSOW shall be as follows:

<b>Labor Categories</b>	<b>Minimum Education</b>	<b>Experience</b>
<b>Program Manager</b>	Masters in Bus. or Engineering PhD preferred	12+ years
<b>Senior Technical Advisor</b>	Masters in Engineering PhD preferred	10+ years
<b>Sr. Design Engineer/Analyst</b>	Bachelor's Degree in Electrical Engineering.	10+ years
<b>Sr. Systems Engineer</b>	Bachelor's Degree in Applied Math or Electrical Engineering.	10+ years
<b>Systems Engineer</b>	Bachelor's Degree in Computer Science or Electrical Engineering.	8+ years

3.1.1 All safety mishaps or property damage shall be reported to the Contracting Officer's Representative (COR) within 8 hours of occurrence.

### 3.2 DETAILED REQUIREMENTS.

3.2.1 The contractor shall provide software development, maintenance, and LCS of operational flight software for tactical navigation/mission computer systems and their associated simulations.

These tasks include software requirements analysis, software design, generation of source code, and authoring technical documentation. The contractor shall be required to work with complex legacy computer systems such as ASN-123 and ASN-150 Avionics Suites or similar systems with mature architectures that require vast amounts of specialized knowledge.

3.2.1.1 The contractor shall perform reviews and documentation in accordance with Maturity Level 3 of the Capability Maturity Model Integrated (CMMI) – Guidelines for Process Integration and Product Improvement, Second Edition, ISBN 0-321-27967-0 listed in section 2.0. The contractor shall develop and provide LCS for in-house software that meets the various SSED quality standards based on CMMI Maturity Level 3 criteria. The contractor shall author and revise software development folders (SDFs), which document pertinent details of the software analysis, design, and source code generation when required. Additionally, the contractor shall provide input for any SSED documentation, such as software development plans (SDPs), version description documents (VDDs), system operation manuals (SOMs), update affected internal system documentation such as computer program performance specifications (CPPS), interface design specifications (IDS), interface control documents (ICD), and provide inputs, red-lines, for changes affecting other documentation, such as Naval Air Training and Operating Procedures Standardization (NATOPS) or software maintenance manuals.

3.2.1.2 The contractor shall conduct peer reviews on software requirements analysis, software design, generation of source code, and the authoring of technical documentation to ensure SSED quality standards are compliant with CMMI Level 3 in accordance with CMMI Guidelines for Process Integration and Product Improvement, Second Edition, IBSN: 0-321-27967-0 listed in paragraph 2.0 and the SSED's Software Process Manual (SPM) referenced in Section 2.0. The contractor shall validate and record all effort related to the quality standards in accordance with

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the SSED's SPM procedures which include logging times spent to complete various specific tasks via the SSED's Time Tracking Database (TTDB) and using the Personal Software Process (PSP)/Team Software Process (TSP) sponsored by Carnegie Mellon University, Software Engineering Institute.

3.2.1.3 The contractor shall attend and participate in periodic project meetings regarding in-house simulation development, comprehensive system level testing on operational flight software and flight simulation software, design and code reviews, and Fleet Support such as pilot, aircrew, and maintainer training on the use of operational flight software, simulation software, and desktop simulation software. During these meetings, the contractor shall brief project status and progress to other project personnel, contractor and government, and identify any impediments to the successful accomplishment of the assignments.

3.2.2 The contractor shall develop and maintain software for in-house simulation systems (navigational systems such as GPS, Air Data, Doppler, as well as tactical mission avionics such as HellFire missile operations) used in the development of operational flight software for tactical navigational/mission computer systems and their associated simulations. These tasks include software requirements analysis, software design, generation of source code, and documentation.

3.2.3 The contractor shall provide comprehensive system level testing on operational flight software and flight simulation software. Testing shall be performed on-site, at the SSED's software integration laboratory, or off-site, at various Navy, USCG, and contractor customer locations (primarily for simulation software). These tasks include test plan development, updating or creating detailed computer program test procedures (CPTPs), running test tables on emulators or on target computers, generating software trouble reports (STRs), analyzing data, and generating test reports.

3.2.3.1 The contractor shall develop comprehensive test plans, test procedures, STRs and/or test reports as required for assigned operational flight software and flight simulation software. All software testing, test plans, test procedures STRs and/or test reports shall meet the SSED quality standards in accordance with the SSED's SPM and CMMI level 3 requirements.

3.2.3.2 The Contractor shall comply with all SSED quality assurance (QA) audits in order to perform analysis and evaluation of product deficiencies not identified during in-house testing (post-mortem). The contractor shall understand and comply with the SPM, and other related SSED policies and procedures. Procedures include using the SSED's TTDB and PSP/TSP.

3.2.4 The contractor shall provide software and hardware engineering services for the various test benches, tools, and equipment in the SSED's RDT&E network. This tasking includes participation in addressing obsolescence issues of software, hardware and operating systems/environment.

3.2.4.1 The contractor shall perform systems, software and hardware requirements analysis; software design; bread boarding; development/prototyping; generating source code; and documentation.

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3.2.5 The contractor shall provide pilot, aircrew, and maintainer training on the use of operational flight software, simulation software, and desktop simulation software. The contractor shall also perform software loading for any affected avionics. Training and loading of TDY-43 onboard computers, Horizontal Situation Video Display (HSVD), Control Display Unit (CDU), Armament System Controller (ASC), Communication System Controller (CSC) units, shall be performed both at North Island as well as other Navy, USCG and FMS customer sites.

3.2.5.1 The contractor shall develop classroom training materials, such as PowerPoint presentations, briefs, or hands-on demonstrations (actual button functionality) utilizing Desktop Trainers developed by the SSED.

3.2.6 The contractor shall provide engineering research and design analysis in response to Fleet generated Mission Needs Statements (MNS), or potential aircraft or avionics systems enhancements/modifications. The contractor shall develop and generate technical papers and/or reports.

3.2.6.1 The contractor shall use the Microsoft Office suite of applications to generate all required technical papers and reports. These technical papers and reports will generally include white papers, CPPS, System Requirements Specification (SRS) and Rough Order of Magnitude (ROM) estimates. The SSED Division Head will make the final determination as to the acceptability. If unacceptable, the contractor may be provided additional time to address deficiencies.

3.2.6.2 The contractor shall attend and participate in periodic project meetings. During these meetings, the contractor shall brief the status of his/her progress to other project personnel, contractor and government, and identify any impediments to the successful accomplishment of his/her assignment. SSED management through analysis of the weekly TTDB and PSP/TSP reports will determine compliance with TTDB and PSP/TSP procedures.

3.2.7 The contractor shall provide Software Process Improvement (SPI) assistance to the SSED. In addition to complying with SSED SPM policies and procedures in the performance of the SOW tasking above, the contractor shall document or develop new procedures or update existing procedures.

3.2.7.1 The contractor shall utilize the SSED's process improvement proposal (PIP) database to initiate improvements and modification to the SPM. The level of detail and format shall be consistent with the existing SPM. The SSED Software Process Working Group (SPWG) will make the final determination as to the acceptability of all PIPs.

3.2.7.2 The contractor shall attend and participate in periodic SPWG meetings. During these meetings, the contractor shall brief the status of his/her progress to other SPWG personnel, contractor and government, and identify any impediments to the successful accomplishment of his/her assignment. SSED management through analysis of the weekly TTDB and PSP/TSP reports will determine compliance with TTDB and PSP/TSP procedures.

3.2.8 The contractor shall participate in all facets of hardware and software development in the development of the SSED's SH-60B Hot Bench. The SH-60B Hot Bench will support current



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and future software development modifications to the SH-60B Operational flight Software.

3.2.8.1 The contractor shall participate in the SH-60B Hot Bench hardware, software and wiring in the development and testing of the Avionics Operational Program (AOP) for the SH-60B's CP 1878A/AYK 14(V) Standard Airborne Computer, Number 1 (SAC 1). This includes the installation of new hardware and equipment, the development and installation of new wiring harnesses, and the development and verification of new Hot Bench simulation and user-interface software. The simulation software resides on a Motorola Virtual Machine Environment (VME) single-board computer which interfaces with a Condor VME-1553 Std data bus. The Hot Bench will include an actual AYK-14 computer and will simulate the aircraft equipment that interfaces with it. The target aircraft configuration for the Hot Bench's equipment simulation is a Block I SH-60B aircraft with FLIR and Hellfire installed.

3.2.8.2 The contractor shall develop and maintain an SH-60B Hot Bench Operator's Manual and SH-60B Hot Bench Drawing Package to facilitate usage of the updated Hot Bench (and its simulation capabilities) and future Hot Bench maintenance and LCS.

3.3 Software development shall take place on the Government's RDT&E network as well as on the Navy Marine Corps Internet (NMCI).

3.4 The contractor shall be proficient in the use and function of the target computers and software on the NAVAIR DEPOT Government's RDT&E network under this TO, which may include the following:

3.4.1 TDY-43 Microprocessor (Used in ASN-123 and ASN-150 navigation computers)

3.4.2 INTEL 8085 Microprocessor (Used in ASN-150 avionics suite components: armament systems controller, communications systems controller, and the control display unit)

3.4.3 Motorola 68000 Microprocessor (Used in ASN-150 avionics suite component: horizontal situation video display)

3.4.4 Linux and Windows based personal computers (PCs) (Used in the various test benches)

3.4.5 Various other single board computers and microprocessors (used in the various test benches) Condor VME, Motorola VME and MIL STD 1553 Data Bus.

3.5 The supporting systems used under this TO may include the following:

- Linux based PC workstations
- Various compilers and assemblers (Ada, C, C++.)
- NMCI Science and Technology Developer's seats
- Microsoft (MS) Office (email, word processing, spreadsheets, presentations, and databases)
- AYK 14(V) Standard Airborne Computer, Number 1 (SAC 1).

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3.6 APPLICATION DEVELOPMENT: All Contractor developed applications/software shall be in accordance with the Navy Enterprise Application Developer's Guide (NEADG), DON/NAVAIR FAM and Task Force Web (TFWeb) mandates. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure as soon as possible. A transition plan will be provided within 60 days of task order award and registration of all Web sites be completed within the following 30 days.

3.7 SOFTWARE DEVELOPMENT: Contractor developed tools for the SSED effort that will be hosted by NMCI or run on NMCI workstations will be certified by NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

3.8 SECURITY. The contractor shall comply with the security requirements contained in the attached DoD Contract Security Classification Specification, DD 254. US citizenship and a SECRET security clearance are required of all contractor personnel. The contractor shall pre-clear new employees within 30 days of starting work under this TO and must obtain approval from the NAVAIR depot Security Officer.

3.8.1 The contractor personnel shall be required to wear a contractor identification badge, a government supplied badge, and a Common Access Card (CAC) at all times while on-site.

3.8.2 While performing at the NAVAIR depot the contractor shall comply with the provisions of OPNAVINST 3432.1, the local Command/Facility 3432 Instruction Series (OPSEC) as well as any procedures identified in Program-Specific Operations Security Plans and Program Protection Plans (PPP) as applicable.

3.8.3 The contractor shall provide locator information regarding all employees requiring a permanent badge for authorized entrance to the depot or other government installations as required. Entrance is authorized by this task order as a result of tasks associated with performance of this PBSOW only. Initial information shall be provided to the COR as each individual is assigned to this task order. Thereafter, monthly reports (due at the beginning of each month, by the fifth day of the month) shall be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each monthly report for any questions/additional information needed by the Government recipient. The contractor shall ensure that all permanent badges are returned to COR on the last work day of the contractor employee.

#### 4.0 DELIVERABLES

4.1 Reports, Data, and Other Deliverables. The contractor shall deliver the data listed below in accordance with the attached Contract Data Requirements List (CDRL). Soft media data deliverables shall be submitted in Microsoft Office formats, unless otherwise specified. The data items are as follows:

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4.1.1 Monthly Progress Report, CDRL A001. The contractor shall provide Monthly Progress Reports outlining work accomplished, problems encountered, problems solved, travel/trip report(s), software or data products delivered, training completed, and current schedule of tasks in progress.

4.1.2 Task Order Expense Status Report, CDRL A002. The contractor shall prepare and submit a monthly task order Expense Status Report reflecting task order status relative to expense of dollars and labor hours. The report shall reflect the contractor's actual dollars and labor hours expended through the end of the previous week, estimates of outstanding obligations not yet billed, projections of weekly "burn rate", "stop work" date based on projected burn rate, and variances from the expected expense plan. The cost information shall include a trend analysis graph for both hours and dollars to assist the Government in determining the status of the task order. The contractor shall submit a proposed format for the Task Order Expense Status Report to the Government for approval no later than 7 days after the effective date of the task order.

4.1.3 Funds Status Report, CDRL A003. The contractor shall provide notification to the Government when available funds will be at 75% expended within 90 days of all funds being expended.

4.1.4 Task Order Data Product Summary, CDRL A004. The contractor shall deliver a compact disc (CD) archiving all data products submitted from task order inception through the date of submittal of this data product. The contractor shall submit the proposed format of the Task Order Data Product Summary for Government approval no later than 45 days after the effective date of the task order.

4.1.5 Skills Matrix, CDRL A005. The contractor shall provide a Skills Matrix based on employee qualification for all direct personnel employed under this Task Order within 30 calendar days of Task order start date. The Skills Matrix shall be updated upon any personnel changes to the initial matrix.

4.1.6 Personnel Security Report, CDRL A006. The contractor shall prepare and submit a monthly Personnel Security Report that shall contain the clearance level of all employees.

4.2 Written Acceptance/Rejections by the Government. The Government will provide written notification of acceptance or rejection of all deliverables, both draft and final. All rejections will include the specific reason(s) for rejection. The Government will provide written acceptance, comments, and/or change requests, if any, within 15 working days from receipt by the Government, of all required deliverables. Upon receipt of the Government comments, the contractor will have 15 working days to revise and re-submit the deliverable(s) if it is not a "draft" deliverable. If it is a "draft" deliverable, the contractor will revise and re-submit the draft deliverable no later than the scheduled submission of the final deliverable(s).

## 5.0 OTHER INFORMATION

5.1 PLACE OF PERFORMANCE. The majority of the work will be performed on-site at NAVAIR Depot, North Island; part of Naval Base Coronado in San Diego CA. The contractor

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will be required to perform PBSOW tasking at other contractor and government facilities while on travel as designated by the COR.

5.2 TRAVEL. The contractor shall travel to other contractor and government facilities, both local and long distance, as designated by the COR in support of PBSOW tasking. The COR or designee must approve all travel in writing prior to commencement. Travel will be in accordance with the Joint Travel Regulations (JTR) and coordinated through the contractor's management via team work plans, project status meetings and project schedules.

5.3 Other Direct Costs (ODCs) are based on a per annum not-to-exceed amount. Prior to purchase of any material, the purchase shall be requested at the weekly project meetings or as directed by the COR. Approval shall be obtained from the COR prior to the purchase of any material or travel expenses. All material purchased by the Contractor under this item will become the property of the Federal Government. Costs associated with travel and lodging shall be reimbursed in accordance with the Joint Travel Regulations (JTR). The number and types of trips, including the number of personnel traveling, shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Manager for each individual task and the COR. Other Direct Costs necessary for performance of this task order shall be reimbursed in accordance with NAVAIR clauses 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs, and 5252.242-9515, Restriction on the Direct Charging of Material. Other Direct Costs may include General and Administrative (G&A) expenses, but shall not include profit/fee. Any material remaining after completion of the task order, the cost of which has been reimbursed by the Government, will remain Government property and disposition instructions will be sought from the Procuring Contracting Officer (PCO).

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**SECTION D PACKAGING AND MARKING**

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

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

Items 4000, 4101, 4102, 4103, 4201, 4202, 4203, 7001, 7002, 7003, 7101, 7102, and 7103 - Packaging and marking are not applicable to these items.

Items 6000, 6101, 6102, 6103, 6201, 6202, 6203, 9001, 9002, 9003, 9101, 9102, and 9103 - Packaging and marking shall be in accordance with best commercial practice.

Items 4010, 4110, 4210, 7010, and 7110 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

**HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

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

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

**(1) name and business address of the Contractor**

**(2) contract number**

**(3) task order number**

**(4) sponsor: \_\_\_\_\_**

**(Name of Individual Sponsor)**

\_\_\_\_\_

**(Name of Requiring Activity)**

\_\_\_\_\_

**(City and State)**

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

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## SECTION E INSPECTION AND ACCEPTANCE

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

Items 4000, 4101, 4102, 4103, 4201, 4202, 4203, 7001, 7002, 7003, 7101, 7102, and 7103- Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with section J, Attachment J5, Quality Assurance Surveillance Plan (QASP).

Items 6000, 6101, 6102, 6103, 6201, 6202, 6203, 9001, 9002, 9003, 9101, 9102, and 9103 - Packaging and marking shall be in accordance with best commercial practice.

Items 4010, 4110, 4210, 7010, and 7110 - Inspection and acceptance shall be in accordance with the Exhibit (A) DD Form 1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4000	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4102	Destination	Government	Destination	Government
4103	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4202	Destination	Government	Destination	Government
4203	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7102	Destination	Government	Destination	Government
7103	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4110	Destination	Government	Destination	Government
4210	Destination	Government	Destination	Government
7010	Destination	Government	Destination	Government
7110	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6101	Destination	Government	Destination	Government
6102	Destination	Government	Destination	Government
6103	Destination	Government	Destination	Government
6201	Destination	Government	Destination	Government
6202	Destination	Government	Destination	Government

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6203	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government
9003	Destination	Government	Destination	Government
9101	Destination	Government	Destination	Government
9102	Destination	Government	Destination	Government
9103	Destination	Government	Destination	Government

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

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

(b) Name: **TBD**

Activity:

Address:

Phone:

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



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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	3/26/2012 - 3/25/2013
4010	3/26/2012 - 3/25/2013
4101	3/26/2013 - 3/25/2014
4102	3/26/2013 - 3/25/2014
4103	3/26/2013 - 3/25/2014
4110	3/26/2013 - 3/25/2014
6000	3/26/2012 - 3/25/2013
6101	3/26/2013 - 3/25/2014
6102	3/26/2013 - 3/25/2014
6103	3/26/2013 - 3/25/2014

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

Items 4000, 4101, 4102, 4103, 4201, 4202, 4203, 7001, 7002, 7003, 7101, 7102, and 7103 - The Contractor shall provide supplies and services in accordance with Section F, Delivery / Performance Schedule. Services to be performed hereunder will be provided at 100% government site at the SSED Facility, FRCSW North Island, San Diego, CA.

Items 6000, 6101, 6102, 6103, 6201, 6202, 6203, 9001, 9002, 9003, 9101, 9102, and 9103 - The Contractor shall provide NMCI in accordance with Section F, Delivery / Performance Schedule.

Items 4010, 4110, 4210, 7010, and 7110 - The data furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and Section F, Delivery / Performance Schedule.

## CLIN - DELIVERIES OR PERFORMANCE

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

4000	3/26/2012 - 3/25/2013
4010	3/26/2012 - 3/25/2013
4101	3/26/2013 - 3/25/2014
4102	3/26/2013 - 3/25/2014
4103	3/26/2013 - 3/25/2014
4110	3/26/2013 - 3/25/2014
6000	3/26/2012 - 3/25/2013
6101	3/26/2013 - 3/25/2014
6102	3/26/2013 - 3/25/2014

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6103

3/26/2013 - 3/25/2014

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

4201	3/26/2014 - 3/25/2015
4202	3/26/2014 - 3/25/2015
4203	3/26/2014 - 3/25/2015
4210	3/26/2014 - 3/25/2015
6201	3/26/2014 - 3/25/2015
6202	3/26/2014 - 3/25/2015
6203	3/26/2014 - 3/25/2015
7001	3/26/2015 - 3/25/2016
7002	3/26/2015 - 3/25/2016
7003	3/26/2015 - 3/25/2016
7010	3/26/2015 - 3/25/2016
7101	3/26/2016 - 3/25/2017
7102	3/26/2016 - 3/25/2017
7103	3/26/2016 - 3/25/2017
7110	3/26/2016 - 3/25/2017
9001	3/26/2015 - 3/25/2016
9002	3/26/2015 - 3/25/2016
9003	3/26/2015 - 3/25/2016
9101	3/26/2016 - 3/25/2017
9102	3/26/2016 - 3/25/2017
9103	3/26/2016 - 3/25/2017

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

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

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

(1) PCO, Code 254200D.

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

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

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

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

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

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

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

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## **SECTION G CONTRACT ADMINISTRATION DATA**

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

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

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

### **COR APPOINTMENT**

(a) The Task Order Ordering Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this task order:

Name: Donald Hill

Code: 4.1.11 NADEP NI

Mailing Address : BLDG 334, NASNI, San Diego, CA, 92135

Telephone: 619-545-2576

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

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

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

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

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

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

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

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

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

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

Issue	
DODAAC	<u>N68936</u>
Admin DODAAC	<u>*Block 6 of TO cover</u>
Pay Office DODAAC	<u>*Block 12 of TO cover</u>
Inspector DODAAC	<u>N68936</u>
Service Acceptor DODAAC	<u>N68936</u>
Service Approver DODAAC	<u>N68936</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>TBD</u>

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Inspection Location

See Section E

Acceptance Location

See Section E

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

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

**Send Additional Email Notification To:**

[david.belasco@navy.mil](mailto:david.belasco@navy.mil)

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

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

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

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

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in

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the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(s)

CLIN	Alloted to Cost	Alloted to Fee	Period Of Performance
4000	\$614,117.13	\$46,058.77	26 Mar 2012 - 25 Mar 2013
4101	\$487,364.44	\$36,552.34	26 Mar 2013 - 25 Mar 2014
4102	\$23,720.29	\$1,779.02	
4103	\$	\$	
4201	\$	\$	26 Mar 2014 - 25 Mar 2015
4202	\$	\$	
4203	\$	\$	
7001	\$	\$	26 Mar 2015 - 25 Mar 2016
7002	\$	\$	
7003	\$	\$	
7101	\$	\$	26 Mar 2016 - 25 Mar 2017
7102	\$	\$	
7103	\$	\$	
6000	\$ 4,853.00		26 Mar 2012 - 25 Mar 2013
6101	\$ 1,200.00		26 Mar 2013 - 25 Mar 2014
6102	\$		
6103	\$		
6201	\$		26 Mar 2014 - 25 Mar 2015
6202	\$		
6203	\$		
9001	\$		26 Mar 2015 - 25 Mar 2016
9002	\$		
9003	\$		
9101	\$		26 Mar 2016 - 25 Mar 2017
9102	\$		
9103	\$		

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

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

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

### FUNDING PROFILE

It is estimated that these incremental funds will provide for **33,150** hours for the entire work effort. The following details funding to date:

Total Contract CPFF: \$ 4,333,146.35  
Funds this Action: \$ 0.00  
Previous Funding: \$ 1,190,145.68  
Funds Available: \$ 1,190,145.68  
Balance Unfunded: \$ 3,141,000.67

#### Accounting Data

SLINID	PR Number	Amount
400001	130025696600001	412292.68
LLA :		
AA 1711506 U5CN 251 00019 0 050120 2D 000000 A00001105840		

BASE Funding 412292.68  
Cumulative Funding 412292.68

#### MOD 01

400002	130027483500001	15000.00
LLA :		
AB 97X4930 NA2B 000 77777 0 065888 2F 8E0022 E5Q525A41410		

400003	130027483500002	4000.00
LLA :		
AC 97X4930 NA2B 000 77777 0 065888 2F 8E0022 E5R525A41410		

600001	130027483500001	5000.00
LLA :		
AB 97X4930 NA2B 000 77777 0 065888 2F 8E0022 E5Q525A41410		

600002	130027483500002	2500.00
LLA :		
AC 97X4930 NA2B 000 77777 0 065888 2F 8E0022 E5R525A41410		

MOD 01 Funding 26500.00  
Cumulative Funding 438792.68

#### MOD 02

400004	130031461600001	140000.00
LLA :		
AD 1731804 4A4N 251 00019 0 050120 2D 000000 A00001487925		

400005	130031461600002	10000.00
LLA :		



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AE 1731804 4A4N 251 00019 0 050120 2D 000000 A10001487925

400006 130031461600003 8825.00

LLA :

AF 1731804 4A4N 251 00019 0 050120 2D 000000 A20001487925

600003 130031461600003 3000.00

LLA :

AF 1731804 4A4N 251 00019 0 050120 2D 000000 A20001487925

MOD 02 Funding 161825.00

Cumulative Funding 600617.68

MOD 03

400007 130032821500004 31000.00

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

400008 130032821500005 19300.00

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

410101 130032821500001 152000.00

LLA :

AH 1731804 4A4N 251 00019 0 050120 2D 000000 A00001571132

410102 130032821500002 11000.00

LLA :

AJ 1731804 4A4N 251 00019 0 050120 2D 000000 A10001571132

410103 130032821500003 83050.00

LLA :

AK 1731804 4A4N 251 00019 0 050120 2D 000000 A20001571132

410104 130032821500004 243625.00

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

410105 130032821500005 48000.00

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

610101 130032821500001 1200.00

LLA :

AH 1731804 4A4N 251 00019 0 050120 2D 000000 A00001571132

610102 130032821500003 1000.00

LLA :

AK 1731804 4A4N 251 00019 0 050120 2D 000000 A20001571132

610103 130032821500005 2000.00

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

MOD 03 Funding 592175.00

Cumulative Funding 1192792.68

MOD 04

410101 130032821500001 (95000.00)

LLA :

AH 1731804 4A4N 251 00019 0 050120 2D 000000 A00001571132

410102 130032821500002 (9000.00)

LLA :

AJ 1731804 4A4N 251 00019 0 050120 2D 000000 A10001571132

410103 130032821500003 (70000.00)

LLA :

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AK 1731804 4A4N 251 00019 0 050120 2D 000000 A20001571132

410104 130032821500004 (192205.00)

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

410105 130032821500005 (48000.00)

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

610103 130032821500005 (2000.00)

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

MOD 04 Funding -416205.00

Cumulative Funding 776587.68

MOD 05

400009 130032821500003 14050.00

LLA :

AK 1731804 4A4N 251 00019 0 050120 2D 000000 A20001571132

400010 130032821500004 23000.00

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

410103 130032821500003 (13050.00)

LLA :

AK 1731804 4A4N 251 00019 0 050120 2D 000000 A20001571132

410104 130032821500004 (23000.00)

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

610102 130032821500003 (1000.00)

LLA :

AK 1731804 4A4N 251 00019 0 050120 2D 000000 A20001571132

MOD 05 Funding 0.00

Cumulative Funding 776587.68

MOD 06

410201 130034915900001 25499.31

LLA :

AL 97X4930 NA2B 000 77777 0 065888 2F 8E0022 EMW525A41410

MOD 06 Funding 25499.31

Cumulative Funding 802086.99

MOD 07

410106 130032821500012 70000.00

LLA :

AK 1731804 4A4N 251 00019 0 050120 2D 000000 A20001571132

410107 130032821500013 192205.00

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

410108 130032821500014 50000.00

LLA :

AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

410109 130032821500015 95000.00

LLA :

AH 1731804 4A4N 251 00019 0 050120 2D 000000 A00001571132

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410110 130032821500016 9000.00  
 LLA :  
 AJ 1731804 4A4N 251 00019 0 050120 2D 000000 A10001571132

600001 130027483500001 (1493.00)  
 LLA :  
 AB 97X4930 NA2B 000 77777 0 065888 2F 8E0022 E5Q525A41410

600002 130027483500002 (1154.00)  
 LLA :  
 AC 97X4930 NA2B 000 77777 0 065888 2F 8E0022 E5R525A41410

MOD 07 Funding 413558.00  
 Cumulative Funding 1215644.99

MOD 08

400010 130032821500004 (17291.78)  
 LLA :  
 AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

410111 130031461600003 3000.00  
 LLA :  
 AF 1731804 4A4N 251 00019 0 050120 2D 000000 A20001487925

410112 130032821500004 17291.78  
 LLA :  
 AG 1731804 4A4N 251 00019 0 050120 2D 000000 A30001571132

600003 130031461600003 (3000.00)  
 LLA :  
 AF 1731804 4A4N 251 00019 0 050120 2D 000000 A20001487925

MOD 08 Funding 0.00  
 Cumulative Funding 1215644.99

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

### **H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Performance Based SOW. The Task Order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors

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including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to

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the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of three years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

[ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field

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as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

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

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

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

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

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

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involved;

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

(3) the dollar amount;

(4) the period of performance; and

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

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

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

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

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

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

#### **SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **33150** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

Uncompensated effort is defined as hours provided by personnel in excess of **40 hours** per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort



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performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **127.50** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

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

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this contract.

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

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

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

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

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

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

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

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

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

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

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subcontracts awarded under this contract.

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

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

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

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

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

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

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

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

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

Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign

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Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The contractor agrees that **during the first six months of the contract**, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In

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such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

### **H.3 5252.237-9500 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES**

(a) Orders issued under this Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor Pursuant to the authority of NMCI Contract # N00024-00-D-6000 clause 5.2 "Ordering".

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

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

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

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

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## SECTION I CONTRACT CLAUSES

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

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

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

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

### **52.216-7 Allowable Cost and Payment (Dec 2002)**

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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



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the contract;

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

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

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

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

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(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with [Subpart 42.7](#) of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

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

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

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

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

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

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

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

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

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(1) Shall be the anticipated final rates; and

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

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR [42.708\(a\)](#) are satisfied.

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

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

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

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

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

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

**52.216-8 Fixed Fee (Mar 1997)**

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

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

**09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**52.232-22 Limitation of Funds (Apr 1984)**

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

(b) The Schedule specifies the amount presently available for payment by the Government and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to

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enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

Any Subcontracts or Purchase Orders over the Micro Purchase threshold (\$2500 Services, \$3000 Material) shall be approved by written consent from the Contracting Officer.

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

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(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4\(c\)\(4\)\(i\)](#).

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



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Government.

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

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

TBD

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

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

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

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

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

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

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

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state

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of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

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

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

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

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

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(13) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is—

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

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(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon

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

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

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

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

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

(3) Limited rights.

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

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

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

(f) of this clause; or

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

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

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor

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agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title  
\_\_\_\_\_

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Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date



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

(End of legend)

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

#### LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) *Removal of unjustified and nonconforming markings.*

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

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) “Developed” means that—

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

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

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

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

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

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

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

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

(11) “Government purpose rights” means the rights to—

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

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

(12) “Minor modification” means a modification that does not significantly alter the

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nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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some or all of a business entity or its assets to another party;

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

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

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

or

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

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

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

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

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

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

(3) Restricted rights.

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



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

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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derivative computer software or computer software documentation.

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

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(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any

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provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract,

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the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

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

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

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

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the **Naval Air (NAVAIR) Systems Command, Systems Software Engineering Division (SSED), North Island, San Diego (NAS), California**. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the **TBD**. All losses are to have the permanent badges returned to the **TBD** on the last day of the individual's task requirement.

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

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

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

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



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## **SECTION J LIST OF ATTACHMENTS**

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

Attachment 3 - Quality Assurance Surveillance Plan (QASP)

Attachment 4 - Systems Authorization Access Request Navy (SAAR-N) Form (OPNAV 5239/14)

Attachment 5 - Rate Check Request Template

Attachment P1 - Workforce Qualifications

Attachment P2 - Workforce Hour Matrix

Attachment P4 - Past Performance Matrix

Attachment P5 - Past Performance Questionnaire Package

Attachment P6 - CLIN Breakout Spreadsheet