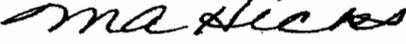


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 64			
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-11-C-0023		3. EFFECTIVE DATE 01 Jun 2011			4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE					
5. ISSUED BY CDR NAWCWD CODE 2542000 ATTN: J. FARIA (760) 939-3728 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936		6. ADMINISTERED BY (If other than Item 5) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) PHOTON RESEARCH ASSOCIATES, INC. SARAROSE MIGLIORE 9965 PACIFIC HEIGHTS BLVD STE 200 SAN DIEGO CA 92121-1723					8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)					
					9. DISCOUNT FOR PROMPT PAYMENT					
					10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM			
CODE 7N694		FACILITY CODE								
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					14. ACCOUNTING AND APPROPRIATION DATA See Schedule					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT			
SEE SCHEDULE										
15G. TOTAL AMOUNT OF CONTRACT								\$6,201,225.00		
16. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1 - 2	X	I	CONTRACT CLAUSES		41 - 63
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			3 - 8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			9 - 22	X	J	LIST OF ATTACHMENTS		64
X	D	PACKAGING AND MARKING			23	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			24 - 25	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE			26 - 28					
X	G	CONTRACT ADMINISTRATION DATA			29 - 32	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	H	SPECIAL CONTRACT REQUIREMENTS			33 - 40	M	EVALUATION FACTORS FOR AWARD			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE										
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u> </u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-11-R-0020 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER MARTIE A HICKS / PROCURING CONTRACTING OFFICER TEL: (760) 939-2983 EMAIL: martie.hicks@navy.mil				
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)			19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)			20C. DATE SIGNED 01-Jun-2011		

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:

The following addresses and points of contact are provided:

Name: John Faria

Phone: (760) 939- 3728

DSN: 437- 3728

FAX: (760) 939-8107

Email address: john.faria@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 254300D (J. FARIA – 760-939-3728)

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER

CODE 254300D (J. FARIA)

NAVAIRWARCENWPNDIV

BLDG 982, MAIL STOP 4015

CHINA LAKE, CA 93555-6108

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ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official “P0000” number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any “P0000” numbers.

To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Engineering Services CPFF In accordance with the Performance Work Statement. Level of Effort Ceiling 27,200 hours. FOB: Destination PURCHASE REQUEST NUMBER: 1300186112		Hours		\$5,523,977.00
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<u>\$5,523,977.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	For Navy Accounting Purposes Only CPFF FOB: Destination PURCHASE REQUEST NUMBER: 1300204286-0001		Lite		\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>
	ACRN AA CIN: 130020428600001				\$360,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Other Direct Costs- Materials COST		Lot		(b)4
	In accordance with the Performance Work Statement.				
	FOB: Destination				
				ESTIMATED COST	(b)4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	For Navy Accounting Purposes Only CPFF		Lite		\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300204286-0001				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA				\$500.00
	CIN: 130020428600002				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Other Direct Costs- Travel COST In accordance with the Performance Work Statement. TRAVEL IS NON FEE BEARING. FOB: Destination		Lot		(b)4
				ESTIMATED COST	(b)4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	For Navy Accounting Purposes Only CPFF FOB: Destination PURCHASE REQUEST NUMBER: 1300204286-0001		Lite		\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: 130020428600003				\$40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Data FFP In accordance with Contract Data Requirements List A001-A00A. Separately Priced. FOB: Destination		Lot	Not	NSP
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Engineering Services		Hours		\$2,906,778.00
OPTION	CPFF				
	In accordance with the Performance Work Statement. Level of Effort is not to exceed 13,600 hours.				
	FOB: Destination				
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<u>\$2,906,778.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Other Direct Costs- Materials		Lot		(b)4
OPTION	COST				
	In accordance with the Performance Work Statement.				
	FOB: Destination				
				ESTIMATED COST	(b)4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Other Direct Costs- Travel		Lot		(b)4
OPTION	COST				
	In accordance with the Performance Work Statement. TRAVEL IS NON FEE BEARING.				
	FOB: Destination				
				ESTIMATED COST	(b)4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Data		Lot		NSP
OPTION	FFP				
	In accordance with Contract Data Requirements List A001-A00A.			Not	
	Separately Priced.				
	FOB: Destination				
				FUNDED AMOUNT	

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(OCT 2005)

(a) The level of effort estimated to be ordered during the term of this contract is 40,800 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

	BASE YEARS ONE AND TWO	OPTION YEAR ONE
LABOR CATEGORIES	HOURS	HOURS
Executive Director	80	40
Senior Program Director	80	40
Sr Program Tech Director	80	40
Program Technical Director	960	480
Sr Project Technical Director	80	40

IT Specialist	960	480
DTS Specialist	960	480
Security Specialist	960	480
	4160	2080
Subject Matter Expert*	3840	1920
Senior Technical Specialist*	3840	1920
Technical Specialist*	7680	3840
Assoc. Technical Specialist*	3840	1920
Senior Software Specialist*	3840	1920
	23,040	11,520
Total	27,200	13,600

Totals

* denotes Key Personnel labor categories

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion type contract.

(1) A level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the contract and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT
AEGIS BALLISTIC MISSILE DEFENSE (BMD)
ENGINEERING SERVICES**

- 1.0 **SCOPE.** This Performance Work Statement (PWS) covers engineering services to be provided to the Naval Air Warfare Center Weapons Division (NAWCWD), Point Mugu, CA. The contractor shall provide various support of Test and Evaluation (T&E) and systems engineering activities related to Aegis BMD Program. Tasking includes Operations Research Support, Physics Analysis, Test Plans and Procedures, Test Data Collection Analysis and Test Data Review, Test Monitoring and Real-Time Mission Conduct Support, Technical Management Support, technical reports and briefing preparations. This support includes a series of planned demonstrations leading up to Developmental Test/Operational Test (DT/OT), and operational testing (OT) for an integrated BMD system. Support may be provided at the Pacific Missile Range Facility (PMRF), Barking Sands, Kauai, HI, White Sands, New Mexico and Point Mugu, California.
- 1.1 **BACKGROUND.** The mission of the NAWCWD, Point Mugu, California, is to be the Navy's full-spectrum Research, Development, Test and Evaluation (RDT&E), and in-service Engineering Center for weapons systems associated with naval warfare, missiles and missile subsystems and supporting systems, weapons integration, and assigned electronic warfare systems. This responsibility includes performing Developmental and Operational Testing and Evaluation (DOT&E); full operational support and planning for each operation; coordination of post-exercise analysis; and support for Naval Surface Weapons Anti-Air Warfare (AAW) T&E operations and fleet exercises throughout the United States.
- 1.2 **MISSION.** The mission of the Missile Defense Agency (MDA) under the Office of the Secretary of Defense (OSD) is to develop and field an integrated BMD System capable of providing a layered defense for the United States, its deployed forces, friends and allies against ballistic missiles of all ranges in all phases of flight. The MDA is responsible for research, development, testing and evaluation. Using complementary interceptors, sensors, and Battle Management Command and Control Systems, the planned missile defense system will be able to engage all classes and ranges of ballistic missile threats. Missile defense elements being developed and tested by MDA are primarily based on a hit-to-kill technology. One of the weapon systems elements presently under development as part of the MDA strategy is to deploy sea-based interceptors to defend against ballistic missile target threats. The Navy's Aegis BMD Program will provide protection against medium/long-range ballistic missile threats for vital political and military assets based on land and in Ship Operating Areas. The Aegis BMD system requirements are to conduct engagements with Standard Missile 3 Block I A/B (SM3 BLK IA/B), Standard Missile 3 Block IIA (SM-3 BLK IIA) intercept missiles of exo-atmospheric ballistic missile threats in the ascending phase after launch, near apogee during mid-course along the trajectory, and during the descent phase near impact. The Navy Aegis BMD weapons systems configurations are 3.6.1 and 4.0.1 computer program builds on the SM3. The planned computer program modifications/design assumes completion of Navy modifications to the Aegis Weapon System (AWS) including weapons control, SPY-1 Radar, Command and Control Systems, and the SM3. These modifications when completed will be known as the Aegis BMD 4.0 configuration. A future Aegis BMD weapon system computer program configuration will utilize 5.0. The Aegis BMD weapon systems will be deployed on Aegis BMD cruisers, destroyers, and at Aegis BMD Ashore Sites.
- 2.0 APPLICABLE DOCUMENTS**
- 2.1 Applicable Information Technology Documents**
- 2.1.1 Clinger-Cohen Act
- 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 IT resources effectively. The authority to grant

compliance with CCA and approve the Information Assurance (IA) strategy depends on the Acquisition Category (ACAT).

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

2.1.2 System Software / Application Compliance:

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

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

NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout the DON. The DON 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.

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

- a. ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, July 31, 2009
- b. (Chairman of the Joint Chiefs of Staff Instruction) CJCSI 3170.01G (series), "Joint Capabilities Integration and Development System", 1 March 2009
- c. CJCSI 6211.02C (series) – "Defense Information System Network (DISN): Policy and Responsibilities," 9 July 2008
- d. CJCSI 6212.01E (series) – "Interoperability and Supportability of Information Technology and National Security Systems," 15 December 2008
- e. CJCSI 6250.01C (series) – "Satellite Communications," 30 April 2007
- f. CJCSI 6510.01E, "Information Assurance (IA) and Computer Network Defense (CND)," 15 August 2007
- g. (Chairman of the Joint Chiefs of Staff Manual) CJCSM 6510.01A – "Information Assurance (IA) and Computer Network Defense (CND) Volume I (Incident Handling Program)", 24 June 2009
- h. [Chief of Naval Operations/Headquarters, United States Marine Corps] CNO N614/HQMC C4 – "Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0," 31 October 2002
- i. Defense Acquisition Guidebook – Chapter 7 "Acquiring Information Technology, Including National Security Systems,"; Section 7.5 "Information Assurance (IA)"
- j. DoD 5220.22-M, "National Industrial Security Program Operating Manual," February 28, 2006 (NISPOM)
- k. DoD 8570.01-M, "Information Assurance Workforce Improvement Program", 19 Dec 2005 (Incorporating Change 2, Feb 25, 2010)
- l. DoDD 8000.01 "Management of the Department of Defense Information Enterprise," February 10, 2009
- m. 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
- n. DoDD 8500.01E (series), "Information Assurance (IA)," October 24, 2002, Certified Current as of April 23, 2007

- o. DoDD 8570.01 "Information Assurance Training, Certification, and Workforce Management," August 15, 2004, Certified Current as of April 23, 2007
- p. DoDI 4630.8, "Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS)," June 30, 2004
- q. DoDI 8500.2, "Information Assurance Implementation," February 6, 2003
- r. DoDI 8510.01, "DoD Information Assurance Certification and Accreditation Process (DIACAP)," November 28, 2007
- s. DoDI 8520.2, "Public Key Infrastructure (PKI) and Public Key (PK) Enabling, April 1, 2004
- t. DoDI 8551.1, "Ports, Protocols, and Services Management (PPSM)," August 13, 2004
- u. DoDI 8580.1, "Information Assurance in the Defense Acquisition System," July 9, 2004
- v. DoDI 8581.01, "Information Assurance (IA) Policy for Space Systems Used by the Department of Defense," June 8, 2010
- w. 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
- x. DON ltr 5239 NAVAIR 726/2322 of 18 Feb 09, "NAVAIR Data at Rest Policy"
- y. Federal Information Processing Standards Publications (FIPS PUB) [<http://www.itl.nist.gov/fipspubs/by-num.htm>]
- z. (National Security Telecommunications and Information Systems Security Policy) NSTISSP No. 11, "Revised Fact Sheet National Information Assurance Acquisition Policy," July 2003
- aa. (Office of the Chief of Naval Operations) OPNAV INST 5239.1C, "Navy Information Assurance (IA) Program," 20 Aug 08
- bb. SECNAV M-5239.1, "Department of the Navy Information Assurance Program; Information Assurance Manual," November 2005
- cc. SECNAVINST 5230.15, "Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software," 10 April 2009
- dd. SECNAVINST 5239.3B, "Department of the Navy Information Assurance Policy," June 17, 2009
- ee. SECNAVINST 5239.19, "Department of the Navy Computer Network Incident Response and Reporting Requirements," 18 March 2008
- ff. The National Security Act of 1947
- gg. Title 40/Clinger-Cohen Act

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA Manager is available via the NAVAIR portal at

https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_0_856_0_-1_47/http:/C27VMWARPAXR274.nadsusea.nads.navy.mil;11930/collab/do/document/overview?projID=135128&documentID=290394

All IT procured on behalf of NAVAIR shall meet all DoD/DON and NAVAIR IA policies. Failure to follow these policies will result in 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.

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

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet 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 contract. Requirements include:

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

- the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- b. Extent of Validation Scanning. To prevent scanning of “corporate” assets, all such networks, equipment and connections shall be physically segregated from any government/contractor “corporate” networks that are not in direct support of DoD contracts;
 - c. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense Information Security Agency and comply with CJCSI 6211.02C (series), “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008;
 - d. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
 - e. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.
- 2.1.4 Enterprise Architecture:
- a. Contractor Networks and Connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access non-government, external IP space via the NAVAIR-provided Virtual Private Network (VPN) Outreach service or NAVAIR CIO approved Internet Protocol (IP) service.
 - b. Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.
 - c. Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.
 - d. IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

2.1.5 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 databases 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.

Mandatory elements of the SPII policy language are:

- a. The requirement that Offerors submit a proposed Software Development Plan (SDP) with their proposals, and, during contract performance, deliver a completed SDP (based on the proposed SDP) as a Contract Data Requirements List (CDRL) deliverable, subject to Government review and approval.
- b. The information content of the SDPs, which shall follow the framework of Institute of Electrical & Electronics Engineers (IEEE)/Electronics Industries Association (EIA) IEEE/EIA Std 12207 regarding subject content, level of detail, and completeness.
- c. The requirement that the SDP serve during contract performance as the benchmark for the contractor’s software development effort.
- d. The requirement that the SDP shall be periodically evaluated and updated, as a part of continuous process improvement subject to Government review and approval.

Discretionary elements of the SPII policy language are:

- a. Where the language is incorporated in the solicitation and contract.
- b. The format of the SDP (including whether it needs to be a single volume or may consist of multiple volumes.)
- c. The other elements of IEE/EIA Std 12207 that must be included, as based on the needs of the system to be acquired and its associated work content.

The policy and additional information can be found at <http://acquisition.navy.mil/content/view/full/5144>

3.0 **REQUIREMENTS**

The Government will provide Government Furnished Information (GFI) engineering source data, and tasking due dates via the Test and Evaluation working schedule calendar and Systems Engineering and Performance Test and Evaluation Team (SEPTET) Flight/Ground Mission Support Schedule, and at regularly scheduled meetings as required. Changes will be provided via e-mail message.

3.1 **Operations Research Support**

- 3.1.1 The Contractor shall perform technical analyses related to the performance of land-based, sea-based, airborne, and space-based electro-optical sensor systems including National Means Sensors (NMS) as previously performed on Aegis BMD Flight Test Missions (FTM). This effort will include assessing target detectability (with respect to expected thresholds for the sensor), identification and discrimination ensuring that the experiment is planned so as to be consistent with sensor systems constraints (e.g. background issues, sensor locations, etc.). Analyses will include Electro Optical (EO), Infra Red (IR), Radio Frequency (RF) sensor data fusion and correlation. This effort will build on the analysis products developed during Extended Tracking and Control Exercise (ET&CE), and Aegis BMD Flight Test Missions FM-2 through 8, FTM 10 through 14, and Japanese Flight Test Mission (JFTM)-1 through 4.
- 3.1.2 The Contractor shall develop, evaluate, and/or execute threat models to predict the visible and Infrared (IR) signatures of Navy BMD threats. The models shall include sensitivities of model predictions to parameters, and infrared characterization and modeling of various taxonomies. The Contractor shall assess and validate the model results using Government furnished measurement data to determine if the models accurately predict IR BMD threat signatures for target identification and potential applications to target discrimination. **(A002)**
- 3.1.3 The Contractor shall assess, apply, and adapt Government furnished discrimination algorithms to BMD threat systems to assist in the development of IR seeker Target Object Map (TOM) functions. This will include algorithms that exploit mean intensity, multicolor temperature-based features, and temporal-based features. Complementary information from multiple sources to assess target/interceptor events shall include metric accuracy data (the difference between measured and truth trajectory) and signature fusion. A discrimination solution for a particular system shall be tailored to the system threat, sensor design, and available processing power. The total solution for an interceptor shall incorporate narrow band or wide band radar information, metric information, and optical radiometric data.
- 3.1.4 The Contractor shall adapt the Battle Space Environmental Signatures Toolkit (BEST) or comparable scene simulation software and its supporting databases, to the BMD requirements. The model shall produce visible and IR scenes for use in seeker evaluations and real-time hardware-in-the-loop simulations.
- 3.1.5 The Contractor shall analyze post-mission, the SM-3 Blk 1 A/B IR seekers/ Solid Divert Attitude Control System (SDACS) performance to determine the system performance during engagements. Analysis shall include detection, tracking, discrimination, and aim point selection. The Contractor shall provide recommendations for any improvements based on any anomalies observed and supporting analyses.
- 3.1.6 The Contractor shall define optimum electro-optical sensor data distribution architecture methods for near-real-time application based on web technology and provide recommendations. The Contractor shall analyze and evaluate data management, dissemination, and processing architectures for the various separate and collective optical sensors. The objective is to develop and demonstrate that the infrastructure is in place that will enable the sensor systems to meet overall test mission objectives and requirements. This will include addressing the post-mission data collection, conditioning, dissemination (including bandwidth, timelines, latency) display, processing, exploitation, storage archiving, and information delivery to the Government selected sites and other appropriate organizations. The objective of this task is to ensure the

overall capability of the integrated range operations to meet the data product requirements and informational needs of the Navy, as well as other service programs using the PMRF range/test facilities. **(A002)**

- 3.1.7 The Contractor shall provide data analysis of the target intercepts based on the electro-optical and radar sensor data collected during the Aegis FTMs and MDA-related mission testing. Data analysis will include EO/IR/RF optical/radar sensor data fusion and correlation utilizing existing toolsets and validated algorithms from multiple sensor sources, including Overhead Persistent Infrared Radiometers (OPIR), and phenomenologies. Spectral signatures before, during, and after impact will be exploited for hit determination, damage, and kill assessment.
- 3.1.8 The Contractor shall provide technical support for the Stabilized High-Accuracy Optical Tracking System (SHOTS) including test and evaluation/validation and verification test plan development, at-sea, pier-side, or on-range test direction, data analysis, system assessment reporting, definition of performance metrics, and ongoing system characterization and optimization.
- 3.1.9 The Contractor shall perform analysis on data collected of Resident Space Objects (RSOs) by Auxiliary Sensors during pre-mission rehearsals in support of Aegis BMD or MDA-related programs.
- 3.1.10 The Contractor shall assist the Government with experimental payloads or sensors on targets and/or interceptors. Aegis BMD, and MDA-related tests provide research opportunities to perform experiments on a non-interference basis. An example is attaching gas canisters to the target or new sensors on the target or interceptor. Data from these experiments may provide additional insight into missile fly-out and intercept phenomenology at little cost to the program. The contractor shall assist with the development, planning, execution, and data analysis of such experiments.
- 3.1.11 The Contractor shall perform analysis of Infrared data to support launch detection, mid-course fly out, target and missile staging events, missile intercepts, and post intercept debris tracking. Data sources will include ground-based, ship-based, space-based, and also airborne assets such as Cast Glance, High Altitude Observatory (HALO) I/II, Wide body Altitude Observatory Sensor Platform (WASP), and other auxiliary airborne sensors such as Unmanned Air Systems (UAS's).
- 3.1.12 The Contractor shall provide technical lead support for PMRF optical working group.
- 3.1.13 The Contractor shall provide optical systems engineering support including mission planning, mission conduct, Government acceptance test planning, optical instrumentation specification, and technical requirements documentation development (TRD). The contractor shall provide optical simulator support for mission rehearsal and conduct.
- 3.1.14 The Contractor shall provide technical support to AEGIS BMD, PMRF, and MDA-related programs to design new sensor packages, including integration, for land, sea, and air-based platforms. This includes performing studies resulting in the design or recommendations of new systems for collection assets.
- 3.1.15 The Contractor shall provide input for development of the PMRF long range, strategic optical requirements capabilities.
- 3.1.16 The Contractor shall research optical surveillance systems capabilities including ground/sea, airborne and space-based sensor systems and provide recommendations to the Government for further analysis.
- 3.1.17 The Contractor shall develop and utilize algorithms for improving data quality collected by auxiliary sensors during mission events. Algorithms shall enable image improvement, image registration/stabilization, and any other capabilities needed to extract as much information as possible from collected data. Algorithms will be applied to optical and radar sensor datasets. This data will be provided to analysts and the Government for further processing.
- 3.1.18 The Contractor shall use data collected by two or more Unmanned Air Vehicle Systems (UAS) to construct a stereo track of a target for improvements in precision tracking.
- 3.1.19 The Contractor shall provide assessment of auxiliary sensor performance for sensors participating in Aegis BMD or MDA-related missions. These sensors may reside at ranges such as PMRF. Assessment may include operational usage, pointing accuracies, and other factors that may impact the quality of data collected during mission events.
- 3.1.20 The Contractor shall perform analyses related to Early Launch Detection and Tracking (ELDT) for Aegis BMD or MDA programs. Optical and radar data collected during Aegis BMD missions may be applied to analysis for better understanding of phenomenologies associated with ELDT. These analyses may be used to improve the ELDT test bed.

3.2 **Physics Analyses**

- 3.2.1 The Contractor shall analyze Government-furnished electro-optical data to assess the utility of data for supporting Aegis BMD system evaluations, evaluate the requirements for various types of electro-optical data, define a range of options for meeting the requirements, and provide recommendations, prioritized, of the options. The analyses shall include ground, mobile (ship-based, air-based), and space-based sensors and will consider both existing as well as potential systems. Advanced optical methods for sensing targets will be defined for future applications. Processing methods of hyper spectral data and high frame rate data will be examined.
- 3.2.2 The Contractor shall review BMD test scenarios and ensure test requirements for optical systems provide for comprehensive optical data collections. The Contractor shall provide recommendations on how to best achieve comprehensive optical data collection. Waveband selection criteria shall be developed by conducting a computational search using the end to end radiometric model to define the band location and bandwidth which maximizes observed signal to noise ratio at typical acquisition ranges.
- 3.2.3 The Contractor shall provide existing capability for discrimination of the target cloud such that this function can be performed with optical data alone. The Contractor shall demonstrate the exploitation of optical data in the visible through Long-Wave Infra-red regions. Optical signatures before, during, and after impact will be exploited for hit determination, damage, and lethality/kill assessment.
- 3.2.4 The Contractor shall analyze active/passive optical methods and evaluate potential contributions of the laser radar tracking data to BMD testing. These methods shall include incoherent and coherent laser radars and phenomenological issues related to optical propagation through the atmosphere.
- 3.2.5 The Contractor shall perform analyses for the exploitation of all optical and radar sensors including multi-band and hyper spectral optical sensor signatures utilizing existing toolsets and validated algorithms. Spectral signatures before, during, and after impact will be exploited for hit determination, damage, and kill assessment.
- 3.2.6 The Contractor shall perform laser radar studies for advanced electro-optical sensor detection applications.
- 3.2.7 The Contractor shall develop concepts and instrumentation techniques associated with developing optical sky screen capability to support target launch range safety requirements at PMRF. This capability needs to have been demonstrated.
- 3.2.8 The Contractor shall develop photo-optical instrumentation techniques for supporting and covering target launches.

3.3 **Test Plans and Procedures**

- 3.3.1 The Contractor shall develop or review mission scenarios and preliminary and final test plans/requirements to meet Government test objectives. For scenarios the Contractor shall include a flow-down of test objectives to the scenario requirements, and detailed definition/planning of the test scenario including target type, presentation, trajectory and timing. The test plans/requirements shall address, as applicable, target presentations, characteristics of the required targets and their expected performance parameters, timing, engagement geometry, multiple targets, and range safety issues. Coordination with all personnel associated with the test operations is also required including ship personnel, range personnel, and all personnel associated with supporting sensors, instrumentation requirements, data collection, target definition, preliminary and final mission firing plans, and test operations. This task will require establishing a technical interface with multiple activities so that there is a clear understanding at an operational level of the technical issues. This effort shall require coordination with organizations such as Missile Defense Agency, NAVSEASCOM Program Executive Office Integrated Warfare Systems (PEO IWS), PMRF, Aegis BMD Program, United States Army Space and Missile Defense Command (USASMDC), Air Force Space /Missile Systems Divisions, Office of Secretary Defense (OSD), Air Force Maui Optical Station (AMOS)/ Maui Space Surveillance Site (MSSS); PMRF; SPAWAR, Naval Surface Warfare Center (NSWC) Corona, and other non-Navy organizations that are involved in the Navy T&E efforts. **(A001)**
- 3.3.2 The Contractor shall identify and recommend targets for testing to meet Government test objectives. The Contractor shall define target selection criteria and assessment of potential targets against those criteria. The selection criteria would include: (a) the degree to which candidate targets are good surrogates for the threat targets; (b) availability of launch platforms and ranges to support the target launches; (c) cost and schedule constraints; and (d) environmental considerations. The Contractor shall determine if T&E objectives can be met against targets of opportunity (TOOs) rather than dedicated targets. The Contractor

shall identify potential TOOs (including MDA tests, operational missile tests, and space launches), and then correlate the sensor/test options associated with these targets against T&E objectives. **(A002)**

- 3.3.3 The Contractor shall define instrumentation requirements and data analysis products for BMD testing, and shall derive requirements for the data collection from all relevant sensors including: (a) telemetry from the targets and intercepting missiles; (b) tracking range radar support (independent of the AEGIS AN/SPY-1 radar); (c) photo-documentation sensors; (d) telescope sensors; and (e) ground-based and airborne, visible, Short Wave Infrared (SWIR), Mid-wave Infrared (MWIR) and Long-wave Infrared (LWIR) sensors. The Contractor shall identify existing tools for processing the data, identify any deficiencies, and correct these deficiencies by developing the necessary techniques to analyze the data. This process of identifying the final analysis products shall be incorporated into the test planning process. Mission test data from the AEGIS Weapons System shall also be included in the analyses. This will include collecting data necessary to support assessment of all aspects of system detection/control/engagements so that correlations can be made with data collected by electro-optical sensors and other telemetry (TM) and radar sources. This function also includes definition of collection requirements for range instrumentation and supporting sensors. The contractor shall perform UAS optical sensor mission planning on Aegis BMD Flight Test missions for ensuring data collection of target tracking, all target staging/phenomenology and missile intercept events are captured for follow on analysis.
- 3.3.4 The Contractor shall develop integrated test plans for utilizing ground, space, and mobile (air, sea) based optical sensor systems. Test plans will identify all test-planning procedures including pre-mission sensor testing, mission data collection, real-time data transmission, and post-mission data analysis. Test plans shall also identify, among other things, specific data elements to be collected for data analysis, data products to be delivered, test limitations, communications, personnel, internal range readiness testing, simulations, target trajectory, and frequency management for data transmission. **(A001)**
- 3.3.5 The Contractor shall attend working group meetings for the Aegis BMD including Instrumentation Working Groups (IWGs), Data Analysis Working Groups (DAWGs), Test and Evaluation Working Groups (TEWGs), Auxiliary Sensor Mission Readiness Reviews (ASMRRs) and other T&E planning meetings.
- 3.3.6 The Contractor shall develop input for Navy Test and Evaluation (NTE) and Independent Validation and Verification (IV&V) plans for evaluating the Versatile Tracking Mount (VTM) and the mobile optics capabilities of the SHOTS on the Mobile Aerial Target Support Ship (MATSS) platform. The contractor shall provide mission test conduct, test analysis support, Government acceptance test planning, including data reduction analyses for both VTMs and SHOTS.
- 3.3.7 The contractor shall develop and produce auxiliary sensor quick books for each mission. The quick books will summarize all facets of the missions as they relate to all optical/radar auxiliary sensors. It will incorporate elements from Instrumentation Work Group (IWG) meetings; mission support plans, and other mission-related documents into a single booklet-style document. The document will be delivered primarily as hardcopies with a softcopy delivered on CD to the Technical Monitor. **(A002)**
- 3.3.8 The contractor shall develop a master integrated test plan that combines under one document all of the auxiliary sensor test conduct requirements including test support positions (TSPs), communication frequencies, call signs, sensor requirements, test procedures, range safety factors, personnel required and point of contacts (POCs) at PMRF, test schedules for the readiness test preparations including the mission, timeline for mission conduct, data to be collected, and required reports for T+4 hrs, T+96 hrs, and T+ 30/60 days. This capability needs to have been demonstrated on past Aegis BMD Flight Test Missions. **(A001)**
- 3.3.9 The Contractor shall prepare post-mission test reports, post-mission briefings for T+ 72 hour data reviews, and post mission data analysis summaries of all Aegis BMD flight test missions. **(A002)**
- 3.3.10 The Contractor shall perform trajectory planning and Test support analysis prior to mission events. This may include land, sea, air (including UAS's) and spaced-based auxiliary sensors as required. Coordination with flight stations is required for aircraft planning activities.
- 3.4 **Test Data Collection Analysis and Test Data Review**

- 3.4.1 The Contractor shall utilize and apply existing toolsets and validated algorithms to ingest multiple optical/radar data set formats, edit, fuse, and correlate all optical/radar and flight target/missile test data sets for repeatability and comparability, including processing and analyzing data from a diverse number of sources, including AEGIS radar data, target/missile telemetry data, Coherent Signal Processor (COSIP)/Radar System Open Architecture (ROSA) imaging range radar data, satellite data, sea-, ground-, air-, and space-based optical and video data and shall analyze these data sets on a data analysis workstation to ensure that test objectives were met. The contractor shall utilize and apply existing validated algorithms to ingest multiple optical/radar sensor data formats for further data correlation, fusion, analysis, and data manipulation for performing SM-3 seeker/SDACS performance, lethality and kill assessment analyses. Algorithms may be applied for such purposes as determining ballistic coefficients, gas cloud expansion and rates, determining payload type, manipulation for Range Time Intensity (RTI)/Space Time Intensity (STI) analysis, and other aids in characterizing phenomenology of Aegis BMD Flight Test Mission events. In addition to applying existing methods, toolsets, and validated algorithms, the contractor shall have sufficient, relevant experience to analyze and interpret results and create data products that are defensible. Since these data products are time and program critical, informed analysts familiar with the various phenomenologies of the collected data and observed events are required. The Contractor shall prepare test reports that compile analysis results and summarize findings. The Contractor shall provide the Government copies of the test reports and data packages in both hard copy and digital media. **(A002)**
- 3.4.2 The Contractor shall support the analysis of specific issues related to electro-optics data collection and optics mount and sensor issues including mission requirements analysis for mount and sensor assignments.
- 3.4.3 The Contractor shall provide briefs and demonstrations of the workstations and associated software used to reduce optical and radar data from Aegis BMD flight test missions as required. Workstations will be maintained, optimized, and tested to process data efficiently to provide results and presentation materials within hours of data collection. **(A004)**
- 3.4.4 The Contractor shall utilize and apply existing software tools and validated algorithms for data reduction and analysis of the electro-optical and radar sensor mission data sets to improve overall efficiency and accuracy of test data analysis. Because each mission and its phenomenology vary, tools for analysis need to be flexible and dynamic in order to accommodate new obstacles that arise. The existing toolsets and algorithms shall have the capability to support programs that can be updated on the fly, or new programs can be written and incorporated into the larger system very quickly. Examples of required capabilities include tools for creating space-time-intensity (STI) plots, view vectors, sliding window DFTs, phase angle intensity plots, triangulations, expansion rates of gas clouds, payload typing, ballistic coefficient determination, and field-of-view manipulations.
- 3.4.5 The Contractor shall support coordination with other optical/radar sensor steering groups and committees, Combined Analysis Data Review (CADR's) that involve comparison and data analysis of multiple optical sensor bands for optical sensor analysis/results for Aegis BMD flight test missions.
- 3.4.6 The Contractor shall maintain an archive of past mission data in order to augment combined analysis products from the current mission. The contractor will develop an analysis system architecture for organizing and storing past data such that the data may be retrieved efficiently when needed.
- 3.4.7 The Contractor shall perform analyses related to trajectory reconstruction and track determination using data collected by auxiliary sensors and 3-D stereo techniques.
- 3.5 **Test Monitoring and Real-Time Mission Support**
- 3.5.1 The Contractor shall attend test events to verify test requirements and procedures, monitor the test being conducted, and record test results/corrective actions as required. The Contractor shall report in real-time any observed problems and recommended corrective actions to the Government. **(A002)**
- 3.5.2 The Contractor shall utilize and apply existing optical and radar data analysis, utilize existing validated algorithms and capabilities to support the reduction and analysis of multi-band optical and radar data collected during test operations. The combined analysis product shall be comprehensive to include data from all sensors participating in the mission event.
- 3.5.3 The Contractor shall provide real-time mission support for the collection of multi-band optical data on Aegis BMD flight test and other MDA-related missions. This effort shall include participation at the various optical mounts and sensor sites, as well as post-operation optics data reduction, analysis, and reporting. Also included in this effort is active support for optical sensor calibration, system readiness, verification of manual and cued tracking mount operation, sensor operation, data collection, analysis and

reporting associated with the various optical sensors (Vis, NIR, SWIR, MWIR) aboard the Cast Glance, WASP, or other airborne observation platforms, and also multiple UAS sensor systems. Active support requires contractor to provide flight qualified/certified/approved personnel to perform duties on-board aircraft during mission events.

- 3.5.4 The Contractor shall provide Range Mission Tool (RMT) mission planning support for conduct of all Aegis BMD FTM missions. Support will include pre-mission setup of displays, direct support for the other RMT users, and real-time operation of RMT during mission simulations and live-fire exercises for SM-2 BLK IIIA/B, SM-3 BLK 1A/B/IIA, and SM-6. All support will be at PMRF.
- 3.5.5 The Contractor shall provide support for test planning, test conduct, data reduction and analysis, and reporting of all electro-optical and radar sensor data collected during critical mission counter measures and other flight test missions.
- 3.5.6 The Contractor shall develop, integrate, test, and assist with operation of new sensors (cameras, telescopes, radiometers, lenses, optical data processing software and processors, etc.) hosted on land, sea, and air platforms in support of Aegis BMD, and/or other Government specified/requested missile defense related missions. This includes documentation of various steps toward hosting new sensors (test plans, acceptance plans, calibration, etc) and the execution of said plans. In support of this effort, contractor is allowed to procure necessary supplies up to \$3,000, which must be approved by the COR in writing. Purchases in excess of \$3,000 require the written approval of the Contracting Officer. Analysis of data collected during integration and post-mission will also be performed by the contractor. **(A001)**
- 3.5.7 The Contractor shall provide real-time data analysis to support payload typing. Data will be provided by auxiliary sensors supporting missions.
- 3.5.8 The Contractor shall provide Launch Area Photographic System (LAPS) development and support.
- 3.5.9 The Contractor shall coordinate guest sensor requirements on PMRF VTMs and SHOTS on MATSS and provide input to the Government Technical Point of Contact.
- 3.5.10 The Contractor shall provide end-to-end support for the operation of Unmanned Air Vehicle Systems (UAS) during Aegis or other MDA-related missions. UAS involvement in missile testing is an MDA-mandated requirement. End-to-end mission support includes coordination with other or temporary usage of UAS assets. This may require coordination with other Government agencies to find and operate available assets. Support will include pre-mission tasking, deployment logistics, mission execution, post-mission analysis, and program management. Pre-mission efforts shall include analysis of target trajectories, long angle, range elevation, Signal and Noise Ratio (SNR) predictions for UAS' supporting missions, coordination with airbases and vehicle providers, coordination with Aegis BMD or other Government agencies on deployment, TSP approval, and FAA clearances, planning with PMRF for range operations support, Mission Support Plan and timeline development, and creation of comprehensive UAS flight plan with mission requirements. Deployment logistics include shipment of UAS, ground control stations, and spare parts to mission location. Mission Execution effort includes deployment and operation of UAS', providing technical direction to UAS and ground station crews, support to or operation of encrypted data links, support to and/or operation of onboard sensor packages, IT, and security support. Post-mission analysis includes track analysis, time and location of acquisition and last detection, Field Of View (FOV) settings, phenomenology analysis, calibration, signature analysis, and other analysis pertinent to mission performance.
- 3.5.11 The Contractor shall perform detailed forensic analysis in the event of a test anomaly or failure with the existing toolsets and validated algorithms. This analysis includes examination of captured telemetry data, exploitation of 3-D models and software for engagement visualization, synchronization of visualization to other collected data sources (e.g. airborne assets), examination of engineering sequential, signature derivation and analysis, combined analysis of data generated and collected, creation of fault diagnostics, and detailed reporting to the Government. Reports are required within seven days of mission events. **(A002)**
- 3.5.12 The Contractor shall create digital, summary movies that include key highlights of auxiliary sensor data collected during missions as well as derived analysis products. Movie content shall be coordinated with Government technical leads. Preliminary products will be available within twenty four hours of mission events with more refined, detailed products provided to the Government within 7 days. **(A002)**

- 3.5.13 The Contractor shall provide analysis of land, sea, air, and space-based sensors' test support positions and requirements to support range safety needs during flight test missions.
- 3.6 **Technical Management Support**
- 3.6.1 The Contractor shall review BMD program documents including but not limited to BMD Operational Requirements Document (ORDs), the Test and Evaluation Master Plan (TEMP), the Aegis Ballistic Missile FM test plan, the Program Introduction (PI), and the Operational Requirement (OR) and Operational Directive (OD) for correctness, completeness, and determine if the documents meet Government objectives as provided by the Technical Point Of Contact (TPOC). This documentation will include the production of draft documents for Government review related to more detailed test plans. **(A003)**
- 3.6.2 The Contractor shall develop a Mission Requirements Document (MRD), Flight Mission Test Plans, data analysis plans, Integrated Test Plan (ITP) and Mission Quick Books to assist in identifying and ensuring that all optical/radar sensors meet the scenario test objectives and mission requirements. This will encompass determining the optimum application of all spectral bands for all optical/radar sensors, as well as the sensor capabilities of all auxiliary ground-based, ship-based, air-based and space-based sensors. The contractor shall perform an estimation of all optical/radar sensor acquisition times from Acquisition Of Signal (AOS) through Loss Of Signal (LOS) for each object assigned, and then post mission compile a matrix of the actual AOS/LOS times for all radar/optical sensors. **(A003)**
- 3.6.3 The Contractor shall coordinate and host annual data reviews/technical interchange with Government and industry missile defense community representatives. Attendees will include auxiliary sensor operators and analysts and Aegis Program/MDA representatives. The contractor will be required to receive classified information, present materials and moderate meetings at a classified level.
- 3.6.4 The Contractor shall support improvements and modernization efforts at PMRF by assessing and providing recommendations to TPOC for improving current range assets and equipment. **(A002)**
- 3.7 **Management Reports and Briefing Preparations**
- 3.7.1 The Contractor using Government furnished information (GFI) shall develop presentation materials such as digital images, view-graphs, slides, digital movies, quick look assessments, video tapes, and printed media in the form of reports, instructions, and other materials in the support of tasking identified in section 3 of this PWS. The media used shall be electronic or digital wherever practical and/or hard copy as required. **(A004)**
- 3.7.2 The Contractor shall prepare monthly activity and status reports to the Technical Monitor. Program management efforts will include cost and status reporting. The contractor shall provide monthly cost reports which include all cost elements associated with the task order. The format and content for the reports will be specified in each task order. The media used to convey the reports shall be in Microsoft 2007 compatible format. **(A006)(A009)**
- 3.7.3 The Contractor shall provide technical and engineering support at engineering reviews, T&E engineering planning and coordination meetings, T&E operational planning and coordination meetings at various locations relevant to the planning and conduct of BMD events. The contractor shall provide reviews and minutes of meetings attended. **(A005)**
- 4.0 **DATA DELIVERABLES**

Specific items of reports, test plans, procedures, technical support documentation, presentation materials, meeting minutes, and progress reports will be provided in accordance with the applicable Contract Data Requirements List.

CDRL#	Description	PWS Paragraph	Due Date	Addressee
A001	Test Plans/Test Procedures	3.3.1, 3.3.4, 3.3.8, 3.5.6	As Required	Code 511200E Code 52100ME Code 254300D (Cover Sheet Only)
A002	Technical Report – Study/Services	3.1.2, 3.1.6, 3.3.2, 3.3.7, 3.3.9, 3.4.1,	As Required	Code 511200E Code 52100ME

		3.5.1, 3.5.11, 3.5.12, 3.6.4		Code 254300D (Cover Sheet Only)
A003	Revisions To Existing Government Documents	3.6.1, 3.6.2	As Required	Code 511200E Code 52100ME Code 254300D (Cover Sheet Only)
A004	Presentation Materials	3.4.3, 3.7.1	As Required	Code 511200E Code 52100ME Code 254300D (Cover Sheet Only)
A005	Report, Record Of Meeting/Minutes	3.7.3	As Required	Code 511200E Code 52100ME Code 254300D (Cover Sheet Only)
A006	Contractor's Progress, Status And Management Report	3.7.2	Monthly	Code 511200E Code 52100ME Code 254300D (Cover Sheet Only)
A007	Technical Report - Study/Services	5.6	As Required	Code 511200E Code 52100ME Code 254300D (Cover Sheet Only)
A008	Operations Security Plan	5.1	One Required	Code 511200E Code 52100ME Code 254300D (Cover Sheet Only)
A009	Performance and Cost Report	3.7.2	Monthly	Code 511200E Code 52100ME Code 254300D (Cover Sheet Only)
A00A	Software Development Plan	2.1.5	One Required	Code 511200E Code 52100ME Code 254300D

5.0 SPECIAL REQUIREMENTS

5.1 Security. The Contractor shall perform work up to the level of SECRET in the performance of this contract in accordance with applicable DD-254. The Contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. Access to SECRET information is required in the performance of this contract and shall be in accordance with *National Industrial Security Program Operating Manual (NISPOM)*, DoD 5220.22-M, dated January 1995. The Contractor shall provide for the security of the information, hardware, and software in accordance with the NISPOM. Technical documentation shall be marked with the appropriate classification levels and shall include a distribution statement as defined in *Distribution Statements on Technical Documents*, DoDD 5230.24, dated 18 March 1987. The Contractor shall employ Operational Security (OPSEC) measures to control unclassified information that could be considered mission/program sensitive in accordance with the attached DD Form

254. Unclassified technical information shall be protected from disclosure to unauthorized personnel in accordance with *Withholding of Unclassified Technical Data from Public Disclosure*, DoD 5230.25, dated 18 August 1995. (A009)

- 5.2 Government Facility Access.
- 5.2.1 The Contractor will require access to Naval Base Ventura County (NBVC), require access to restricted areas at Point Mugu, CA, Pacific Missile Range Facility (PMRF) at Barking Sands, Kauai, HI and White Sands Missile Range (WSMR), NM.
- 5.3 After hours access may be required.
- 5.4 Travel
- 5.4.1 The Government anticipates that the Contractor shall travel to various locations, local and long distance, to perform work. All travel shall have written approval from the Contracting Officer Representative (COR) prior to incurring any travel expenses.
- 5.5 Materials/Supplies
- 5.5.1 Materials in support of electro-optical/surveillance sensors including photo-optical and command and control and communication systems instrumentation utilized to support testing, may be required in the performance of this contract.
- 5.6 Information Technology (IT) Personnel Security Report. The Contractor shall submit a status report that includes all employees requiring access to Government IT systems in accordance with CDRL's A007 and A008.
- 5.7 Qualifications
Key personnel for Aegis BMD shall have at a minimum a Master's of Science degree in the fields of Electrical Engineering, Computer Science, Physics or Astronomy from an accredited university and five or more years of work experience.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

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

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor

documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

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

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)(OCT 2005)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 and other applicable DoD regulations. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor's address shipped from.
- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement. Appendix F--Material Inspection and Receiving Report

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by (b)(6), Code 521000ME.
- (b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2011 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0002	POP 01-JUN-2011 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0003	POP 01-JUN-2011 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0004	POP 01-JUN-2011 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0005	POP 01-JUN-2013 TO 31-MAY-2014	N/A	N/A FOB: Destination	
0006	POP 01-JUN-2013 TO 31-MAY-2014	N/A	N/A FOB: Destination	
0007	POP 01-JUN-2013 TO 31-MAY-2014	N/A	N/A FOB: Destination	
0008	POP 01-JUN-2013 TO 31-MAY-2014	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on 1 June 2011 and shall continue until 31 May 2013. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

CLAUSES INCORPORATED BY FULL TEXT

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 DD Form 1423.

(1) PCO, Code 254330D

(2) ACO, Code S0514A

(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:

Code 521000ME

(b)(6)

(b)(6)

(b)(6)

Point Mugu, CA 93042-5049

Code 511200E

(b)(6)

(b)(6)

(b)(6)

Point Mugu, CA 93042-5049

Commander

NAWCWD Code 254340D

Attn: John Faria

429 E. Bowen Rd., Mail Stop 4015

China Lake, CA 93555-6108

CLAUSES INCORPORATED BY FULL TEXT

F-TXT-04 DELIVERY OF DATA (MAR 2003)

Data shall be delivered per the schedules and to the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibit A.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 252 77777 0 050120 2F 000000
COST CODE: A00000746463
AMOUNT: \$401,000.00
CIN 130020428600001: \$360,500.00
CIN 130020428600002: \$500.00
CIN 130020428600003: \$40,000.00

CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(OCT 1994)**

(a) The Contracting Officer has designated (b)(6) as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: monitoring the performance and progress, as well as overall technical management of the contract hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL
LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liason with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: Sararose Migliore
PHONE (BUS): (858) 625-2215

ALTERNATE:

NAME: Jerry Griffith
PHONE (BUS):) 858-625-2253

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(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 \$1,000 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 might 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.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database.

Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) ALT I (AUG 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: WAWF Overview.

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at 760-939-0797 (contracts \$100K or greater) or 805-989-3969 (less than \$100K) or DFAS via the numbers listed at www.dfas.mil.

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF Technical Information and WAWF Training websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE				
Invoice Type:	--Select Combo for Fixed Price Supplies and Services. --Select Cost Voucher for all Cost or T&M contracts or CLINs. --The 2-in-1 invoice is not authorized for use by NAVAIR. --Questions? Call 1-866-618-5988			
DoDAAC Description	Located in Block			
	DD1155	SF26	SF33	SF1449
Issuing Office DoDAAC	6	5	7	9
Administrating Office DoDAAC	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule
Ship To/Service Acceptor DoDAAC	6	5	7	9
Pay Office DoDAAC	15	12	25	18a

(c) Cost Vouchers also require the cognizant **DCAA DoDAAC**, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
John Faria	John.faria@navy.mil	760-939-3728	Contract Specialist
(b)(6)	(b)(6)	(b)(6)	Contracting Officer's

			Representative

*E-mail a copy of all submitted invoices to Contract Specialist John Faria john.faria@navy.mil

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE
 0001 (b)4

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

PERIOD OF
 ITEM(S) ALLOTTED TO COST PERFORMANCE
 0001 (b)4 1 June 2011 to 31 July 2011

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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

(a) Contract Administration Office.

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: Sararose Migliore - _____ (b)4

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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 Section C herein. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

(7) "Contractor", for the purposes of this clause, means the firm signing this contract (PRA personnel working on the program.

(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.

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

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-development 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 two 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 two 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 as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

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

PRA OCI Mitigation Plan is incorporated into this contract.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005) - ALT I (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, or Compressed Work Schedule Alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

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5252.225-9506 VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS (NAVAIR) (JAN 1992)

The contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the "Ship to" address. If the offer/release instructions require a "Notice of Availability" the contractor shall also request verification of the address to which notification will be made (the 'IAC 3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date Notice of Availability is to be submitted, or (ii) actual shipping date, if shipment is to be released automatically.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel, Code K00000D
Naval Air Warfare Center Weapons Division
1 Administration Circle, Stop 1009
China Lake, California 93555-6100

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

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

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

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

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

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

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

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

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, Insurance-- Work on a Government Installation and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

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

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

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

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

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

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

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

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

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

the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement

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

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

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

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

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR)(JUL 1985) - ALT I (OCT 2005)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	(b)4
Funded Fee	(b)4
TOTAL FUNDS	\$ 360,500.00

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$360,500 which includes a fixed fee amount of (b)4 Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) 0001.

(d) the period of performance for which it is estimated the allotted amount will cover is 01 June 2011 to 31 July 2011.

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

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

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

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

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

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

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(a) 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."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: M.A. Hicks, 429 E. Bowen Rd. Mail Stop 4015, China Lake, CA 93555. 760-939-2983. Martie.hicks@navy.mil

H-TXT-15 DESIGNATION OF CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (OCT 2002)

(a) The Contracting Officer has designated:

NAME (b)(6)

CODE (b)(6)

MAIL ADDRESS (b)(6), CHINA LAKE, CA 93555

TELEPHONE NO. (b)(6)

as the authorized Contracting Officer's Security Representative (COSR) for this contract/order.

(b) The Contracting Officer's Security Representative (COSR) is responsible for the security administration of this contract as required by SECNAVINST 5510.36, Department of the Navy Information Security Program (ISP) Regulation.

(c) The COSR is responsible for signing the Contract Security Classification Specification (DD 254), and revisions thereto. The COSR shall ensure that the industrial security functions specified in chapter 11 of SECNAVINST 5510.36 are accomplished when classified information is provided to industry for performance on a contract.

5252.242-9515**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.

(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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2010) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-18	Contractor Policy to Ban Text Messaging While Driving.	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2010
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2010
52.245-1 Alt I	Government Property (Aug 2010) Alternate I	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995

252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010) (DEVIATION 2011-O0001: OCT 2010)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov/> (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) Public access to information in FAPIIS.

(i) Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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 subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

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

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

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

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

(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 form of payment to subcontractors.

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the 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, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

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

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

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

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

(1) Shall be the anticipated final rates; and

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

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

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

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

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

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 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 3 years.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that 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 criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 541330 assigned to contract number [_____].

[Contractor to sign and date and insert authorized signer's name and title].

Signature

Date

Signer's Printed Name

Signer's Title

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) - ALT I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

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 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 multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(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.

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

(i) Necessary for emergency repair and overhaul; or

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed 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 there under, with--

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

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

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

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

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

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

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

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

(6) **Release from liability.** The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(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.**

- (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).....
(1)	(2)	(3)	(4)

- (1) 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.
- (2) 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.
- (3) 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).
- (4) 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 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 purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
 Contractor Name _____
 Contractor Address _____
 Expiration Date _____

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

(End of legend)

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

Limited Rights _____
 Contract No. _____
 Contractor Name _____
 Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the

parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

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

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

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

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

(6) "Developed" means that--

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

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

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

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

(ii) Under fixed-price contracts, when total costs are greater than the 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) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract there under 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 development 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.

(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, 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 data 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****
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(LIST) (LIST) (LIST) (LIST).....

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

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

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

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

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 transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____
Expiration Date _____

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. _____
 Contractor Name _____
 Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

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

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

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (NOV 2010)

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

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

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

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

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

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

52.209-9 – UPDATES OF PUBLICLY

Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	F01 CDRLs (.RTF)	12	
Attachment 1	F01 Quality Assurance Surveillance Plan (.DOC)	9	
Attachment 2	F01 Government Property List (.PDF)	9	
Attachment 3	F01 PRA OCI Mitigation Plan (.PDF)	11	
Attachment 4	C05 DD 254	3	
Attachment 5	PRA DFARS Provision 252.227-7017 (.PDF)	3	
Attachment 6	F01 Raytheon Comprehensive Subk Plan (.PDF)	28	

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC					
D. SYSTEM/ITEM AEIGIS BMD				E. CONTRACT/PR NO. N68936-11-R-0020		F. CONTRACTOR					
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM TECHNICAL REPORT – STUDY SERVICES				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B				5. CONTRACT REFERENCE PWS Para 3.1.2, 3.1.6, 3.3.2, 3.3.7, 3.3.9, 3.4.1, 3.5.1, 3.5.11, 3.5.12, 3.6.4				6. REQUIRING OFFICE NAWCWD 511200E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION						
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES				
							Final				
							Reg	Repro			
<p>Block 16 Remarks</p> <p>Block 4: May use contractor format as long as DID is used for guidance.</p> <p>Block 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only; critical technology, 27 October 2009. Other requests shall be referred to AEGIS BMD Program/Missile Defense Agency ATTN: Security Officer, 17211 Avenue D, Suite 160, Dahlgren, VA 222280-5185. WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act Title 22, U.S.C. or the Export Administration Act of 1979, as amended. Disseminate in accordance with provisions of DOD 5230.25.</p> <p>Blocks 12 and 13: Reports shall be submitted no later than 7 DA event.</p> <p>Block 14: Shall be submitted as hardcopy or in electronic format as agreed to by Government and Contractor prior to the first submittal.</p>					CODE 511200E		0	1	0		
					CODE 52100ME		0	1	0		
					CODE 254300D		LTR	ONLY			
					15. TOTAL						
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100				H. DATE 110123		I. APPROVED BY <i>[Signature]</i> DRRB Chairperson			J. DATE 110123		

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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: ADMN			
D. SYSTEM/ITEM AEGIS BMD				E. CONTRACT/PR NO. N68936-11-R-0020		F. CONTRACTOR			
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM REVISIONS TO EXISTING GOVERNMENT DOCUMENTS				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925				5. CONTRACT REFERENCE PWS Para 3.6.1, 3.6.2		6. REQUIRING OFFICE NAWCWD 511200E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES		
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					CODE 511200E		0	1	0
					CODE 52100ME		0	1	0
					CODE 254300D		LTR	ONLY	
					15. TOTAL				
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 110123		I. APPROVED BY <i>[Signature]</i> DRRB Chairperson			J. DATE 110123	

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D. SYSTEM/ITEM AEGIS BMD			E. CONTRACT/PR NO. N68936-11-R-0020		F. CONTRACTOR			
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM PRESENTATION MATERIAL			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373			5. CONTRACT REFERENCE PWS Para 3.4.3, 3.7.1		6. REQUIRING OFFICE NAWCWD 511200E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES		
						Draft	Final	
					Reg	Repro		
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				CODE 52100ME	0	1	0	
				CODE 254300D	LTR	ONLY		
				15. TOTAL				0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 110123	I. APPROVED BY <i>[Signature]</i> DRRB Chairperson			J. DATE 110123	

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: ADMN				
D. SYSTEM/ITEM AEIGIS BMD			E. CONTRACT/PR NO. N68936-11-R-0020		F. CONTRACTOR			
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM REPORT, RECORD OF MEETING/MINUTES				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505			5. CONTRACT REFERENCE PWS Para 3.7.3		6. REQUIRING OFFICE NAWCWD 511200E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION				
8. APP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		Draft	b. COPIES Final		
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			CODE 52100ME	0	1	0		
			CODE 254300D	LTR	ONLY			
15. TOTAL					0	2	0	
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 110123	I. APPROVED BY <i>Donald Moore</i> DRRB Chairperson		J. DATE 110123		

CONTRACT DATA REQUIREMENTS LIST
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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MGMT			
D. SYSTEM/ITEM AEIGIS BMD				E. CONTRACT/PR NO. N68936-11-R-0020		F. CONTRACTOR			
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227				5. CONTRACT REFERENCE PWS Para 3.7.2		6. REQUIRING OFFICE NAWCWD 511200E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 40 DACA	14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION EOM + 10	a. ADDRESSEE		b. COPIES			
						Draft	Final		
<p>Block 16 Remarks</p> <p>Block 4: May use contractor format as long as DID is used for guidance.</p> <p>Block 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only; critical technology, 27 October 2009. Other requests shall be referred to AEGIS BMD Program/Missile Defense Agency ATTN: Security Officer, 17211 Avenue D, Suite 160, Dahlgren, VA 222280-5185. WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act Title 22, U.S.C. or the Export Administration Act of 1979, as amended. Disseminate in accordance with provisions of DOD 5230.25.</p> <p>Block 14: Shall be submitted electronic as agreed to by Government and Contractor prior to the first submittal.</p>									
				CODE 511200E		0	1	0	
				CODE 52100ME		0	1	0	
				CODE 254300D		0	1	0	
				15. TOTAL		0	3	0	
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 110123	I. APPROVED BY <i>Donald Moore</i> DRRB Chairperson		J. DATE 110123			

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC									
D. SYSTEM/ITEM AEIGIS BMD			E. CONTRACT/PR NO. N68936-11-R-0020		F. CONTRACTOR								
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM TECHNICAL REPORT – STUDY/SERVICES			3. SUBTITLE Information Technology Personnel Security Report								
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B			5. CONTRACT REFERENCE PWS Para 5.6		6. REQUIRING OFFICE NAWCWD 511200E								
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION								
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES						
							Draft	Final					
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										CODE 52100ME	0	1	0
										CODE 254300D	LTR	ONLY	
										15. TOTAL	0	2	0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 110123	I. APPROVED BY DRRB Chairperson		J. DATE 110123							

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC			
D. SYSTEM/ITEM AEGIS BMD			E. CONTRACT/PR NO. N68936-11-R-0020		F. CONTRACTOR		
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM OPERATIONS SECURITY (OPSEC) PLAN				3. SUBTITLE I		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80934C			5. CONTRACT REFERENCE PWS Para 5.1		6. REQUIRING OFFICE NAWCWD 511200E		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES	
						Draft	Final
					Reg	Repro	
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				CODE 52100ME	1	1	0
				CODE 254300D	LTR	ONLY	
				15. TOTAL			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 110123	I. APPROVED BY 		J. DATE 110123	
			DRRB Chairperson				

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
AEGIS BALLISTIC MISSILE DEFENSE (BMD)**

1. Purpose

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure the systematic quality assurance methods are used in the administration of the performance based service order under the planned contract. The intent is to ensure that the Contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the contract.

This contract requirement is for engineering services for the Naval Air Warfare Center Weapons Division, Point Mugu. The contractor shall provide various support services for Test and Evaluation (T&E) and systems engineering activities related to Aegis Ballistic Missile Defense (BMD) Program at Pacific Missile Range Facilities.

The resulting vehicle will be a Cost Plus Fixed Fee (CPFF) Contract. The performance based contract will have cost-plus-fixed-fee labor CLINs and cost-reimbursable CLINs for travel and materials. The contract will be for a two year base period and one one-year option. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

2. Authority

Authority for issuance of this QASP is provided under Section E – Inspection and Acceptance of the contract, which provides for inspection and acceptance of the services and documentation called for in the contract, to be executed by the Contracting Officer or a duly authorized representative.

3. Scope

To fully understand the roles and responsibilities of the parties, it is important to first define the distinction in terminology between Quality Control Plan and the Quality Assurance Surveillance Plan. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the order.

The QASP on the other hand, is put in place to provide Government surveillance oversight of the Contractor's efforts to assure that they are timely, effective and are delivering the results specified in the order.

4. Government Resources

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into (Procuring Contracting Officer) (PCO) or administer (Administrative Contracting Officer) (ACO) contracts and TOs and make related determination and findings on behalf of the Government. The PCO for this contract is Martie Hicks, NAWCWD 254330D. The ACO will be designated in the resulting contract. Contracting Officers are designated via a written warrant, which sets forth limitations of authority.

Contracting Officers Representative (COR) - An individual appointed in writing by the PCO to act as their authorized representative to assist in administering the contract. The COR will be appointed in the resulting contract. The limitations of authority are contained in a written letter of appointment.

5. Responsibilities

The following Government resources shall have responsibility for the implementation of this QASP:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Representative (COR)– The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms or conditions shall be referred to the Contracting Officer for action.

6. Methods of QA Surveillance

- a. **Contractor Performance Assessment Report System (CPARS)** – The market place for engineering and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS rating under this contract. Additionally, an evaluation using the CPARS format will be performed at the midpoint of each period of performance. This evaluation will be one determinant in exercising an option. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the contract, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.
- b. **QASP** - The below listed methods of surveillance shall be used by the COR in the technical administration of this QASP. In addition to the below instructions, the form to be used for documentation of quality assurance surveillance for the Semiannual review is the Surveillance Activity Checklist provided as Enclosure (2) herein.

7. Surveillance

Enclosure (1) sets forth the performance standards, incentives, and surveillance methods for the contractor and COR. The contract Performance Evaluation Survey (enclosure 4) provides a means for the COR to document on a semiannual basis the results of the surveillance. The COR will provide enclosures (2) and (4) to the Contracting Officer on a semiannual basis.

8. Documentation

In addition to providing semiannual reports to the Contracting Officer and annual performance assessments in CPARS, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of the Quality Assurance Checklists. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer semiannually to ensure there is communication with the contractor in regards to their performance. The Contracting Officer will retain the records in the contract file to document contractor performance history

9. Enclosures

- Enclosure (1) – Engineering, and Management Support Performance Standards
- Enclosure (2) – Semiannual Surveillance Activity Checklist
- Enclosure (3) – Annual Surveillance
- Enclosure (4) – Contract Performance Evaluation Survey

ENCLOSURE (1)

ENGINEERING AND MANAGEMENT SUPPORT SERVICES STANDARDS

PWS Task Description	Performance Standard and Acceptable Quality Level (AQL)	Surveillance Method/Measure	Incentives
Schedule	The Contractor shall conduct tasking in alignment with the PWS program schedules and milestone events without causing programmatic delays.	100% Inspection by COR and customer feedback.	(+) Meets the acceptable performance definition as a condition for exercise of options* and a positive CPARS input. (-) Does not meet the acceptable performance definition as a condition for exercise of options. CPARS input will be negative. The contractor will be required to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.
Quality	Data deliverables are timely and accurate.	100% Inspection by COR and customer feedback.	See Above
Cost	The Contractor shall provide accurate and timely financial estimates, subcontractor and/or material quotes, and expenditure reporting. The Contractor shall track actual costs to predicted costs. Incurred costs and hours are consistent with the value of their services and products received. The Contractor's cost proposals for the contract are accurate, fully documented, and reliable.	100% Inspection by COR and customer feedback.	See Above

* The Government will not exercise option unless all regulatory requirements are met and the contractor is rated Satisfactory or better.

All tasks, including sub-tasks, will be assessed focusing on the following:

Schedule – Assess the contractor’s adherence to the required delivery schedule by assessing the contractor’s efforts during the assessment period that contribute to or effect the schedule variance. Also address significance of scheduled events, discuss the causes of any delays, and assess the effectiveness of contractor corrective actions.

Quality – Assess the contractor’s effort to transform operational needs and requirements into an integrated solution. Areas of focus may include the planning and management of program tasks, the quality of support provided throughout all phases of contract execution, the integration of program management specialties, management of interfaces, and the management of a totally integrated effort of all program management concerns to meet cost, performance, and schedule objectives. Assess how successfully the contractor meets program quality.

Cost – Assess the contractor’s effectiveness in forecasting, managing, and controlling contract cost. Is the contractor experiencing cost growth or under run? If so, discuss the causes and contractor-proposed solutions for the cost overruns

The evaluation ratings are as follows:

Exceptional – Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the task and sub-task being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good - Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory - Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal - Performance does not meet contractual requirements. The contractual performance of the task and sub-task being assessed reflect a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor’s actions appear or were ineffective.

ENCLOSURE (2) - SURVEILLANCE ACTIVITY CHECKLIST

Semiannual Surveillance:

The COR will perform a semiannual assessment of the aggregate of the Contract Performance Evaluation Surveys (Enclosure 4). The COR will use the standards listed in enclosure (1) utilizing the evaluation rating definitions listed in Enclosure (1).

Description	Date Planned	Date Completed	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Schedule contract Performance Evaluation Survey (Enclosure 4)							
Quality contract Performance Evaluation Survey (Enclosure 4)							
Cost contract Performance Evaluation Survey (Enclosure 4)							
TOTAL							

ENCLOSURE (3) - Annual Surveillance:

The COR will perform an annual assessment of overall contract performance utilizing the semiannual surveillance checklist evaluation rating definitions listed in Enclosure (2) and the aggregate of the semiannual summary of ratings. This annual assessment will be entered into the CPARS assessment system in accordance with established processes, and a copy will be provided to the PCO.

Enclosure (4) – Contract Performance Evaluation Survey

Sample Contract Performance Evaluation Survey	
Customer Name:	Customer's Code Number:
COR Name:	

SOURCE SELECTION INFORMATION-SEE FAR 2.101 AND 3.104
FOR OFFICIAL USE ONLY

Sample Contract Performance Evaluation Survey

	Contract Number:	Title:
Date of Survey:	Customer Signature:	

A. Schedule

- Were milestones met in a timely manner in regards to deliverables?
- Were schedules met or exceeded?
- Did the contractor efforts contribute to or affect the schedule?

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Has improvement been noticed since the previous survey? Yes No N/A

Comments:

B. Quality

- Did the contractor provide a product or service that conformed to the contract requirements, specifications and standards?
- Was the data provided by the contractor accurate and timely?
- Did the contractor provide effective briefings and briefing materials?

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Has improvement been noticed since the previous survey? Yes No N/A

Comments:

Sample Contract Performance Evaluation Survey (cont'd)

C. Cost

- Were incurred costs and hours consistent with the value of the services received and did the contractor do anything innovative that resulted in cost savings?

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Has improvement been noticed since the previous survey?

Yes No N/A

Comments:

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	RECD	PO #	COST	DIVISION	LOCATION	SUBLOCATION
00448C	LIGHT SOURCE BOX	PX-2	NONE	36586		11/28/06	1	500	SAN DIEGO	GOVT STORAGE	
00454	POWER SUPPLY 3 WATT	FCP-032K	NONE	01400031		11/28/06	7199	102	SAN DIEGO	GOVT STORAGE	
00461A	CIRCUIT BOARD	NONE	NONE	LIS-137B		11/20/06	7581	179	SAN DIEGO	GOVT STORAGE	
00461B	CIRCUIT BOARD	NONE	NONE	3882A993		11/28/06	7581	179	SAN DIEGO	GOVT STORAGE	
00464	POWER SUPPLY 9V	816AR4103	NONE	NONE		11/28/06	7589	55	SAN DIEGO	GOVT STORAGE	
00468A	VCR	SLV-A51	NONE	1B-0607322		11/28/06	7820	79	SAN DIEGO	GOVT STORAGE	
00468B	AUDIO VISUAL SELECTOR	15-1507	NONE	03A01		11/28/06	7218	56	SAN DIEGO	GOVT STORAGE	
00546	HARD DRIVE, 146GB, CHEETAH, C	ST3146807LC	9V2006-002	3HY066F2		04/28/05	8180	912	SAN DIEGO	CPL - SAFE 19-3	
00551A	COMPUTER, POLLUX	G5	NONE	YM6397UGPYD	SVERDR	11/05/03	501	3,398	SAN DIEGO	CPL - ROOM 3	
00551B	MONITOR, POLLUX	M8536	TAG #001801	CY3240HNLFA		01/05/05	9301	1,899	HUNTSVILLE	ROOM 811	
00551C	KEYBOARD, CASTOR	NONE	NONE	KY3340L5ZPA3D		10/12/04	501	50	SAN DIEGO	CPL - ROOM 3	
00551D	MOUSE, POLLUX	M5769	NONE	VJ33104PVNMDA		10/12/04	501	50	SAN DIEGO	GOVT STORAGE	
00572	SPECTROMETER, TRANSIENT EV	NONE	NONE	NONE		11/28/06	404	2,627	SAN DIEGO	GOVT STORAGE	

TOTAL: 10,187

PROJECT NAME: BMIDES

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	RECD	PO #	COST	DIVISION	LOCATION	SUBLOCATION
00597A	HARD DRIVE, 400GB	NONE	NONE	152207530	CDW	07/17/05	201	387	SAN DIEGO	CPL - SAFE 19-1	BCN 07/17/05
00597B	HARD DRIVE, 400GB, CLASSIFIED	NONE	NONE	152207522	CDW	07/17/05	201	387	SAN DIEGO	CPL - SAFE 19-1	BCN 07/17/05
00593A	HARD DRIVE, 800GB	NONE	TB80530C00B4	1680028	OTHER W	09/22/05	286	680	SAN DIEGO	CPL - ROOM 3	BCN 09/22/05
00593B	HARD DRIVE, 800GB	NONE	TB80530C00B9	1680030	OTHER W	09/22/05	286	680	SAN DIEGO	CPL - ROOM 2	BCN 09/22/05
00593C	HARD DRIVE, 400GB	MERCURY ELITE	08E0530C0086	1684076	OTHER W	09/22/05	286	300	SAN DIEGO	CPL - SAFE 19-1	BCN 09/22/05
00595A	HARD DRIVE, 400GB, CLASSIFIED	HDS724040KLAT80	0A3A0228	RAHA7K5T	CDW	11/02/05	318	275	PMRF	DAC SAFE	BCN 11/02/05
00595B	HARD DRIVE, 400GB, CLASSIFIED	HDS724040KLAT80	0A3022A	RAHA73YT	CDW	11/02/05	318	275	PMRF	DAC SAFE	BCN 11/02/05
00602	COMPUTER, LAPTOP, RIGEL	A1139	NONE	W88100JFSX0	CDW GO	05/25/06	530	2,575	SAN DIEGO	SAFE ROOM 19-4	BCN 05/25/06
00603A	COMPUTER, VEGA	A1117	NONE	G86161P2R70	CDW GO	05/25/06	530	5,625	SAN DIEGO	CPL - ROOM 3	BCN 05/25/06
00603B	KEYBOARD, VEGA	MT0117	658-0282	KY80306C8UABA	CDW GO	05/25/06	530	50	SAN DIEGO	CPL - ROOM 3	BCN 05/25/06
00603C	MOUSE, VEGA	AT1152	NONE	886070FREUCJA	CDW GO	05/25/06	530	50	SAN DIEGO	CPL - ROOM 3	BCN 05/25/06
00605	MONITOR, VEGA	A1083	M7178LLJA	CY8170NDUG1	CDW GO	05/25/06	530	2,150	SAN DIEGO	CPL - ROOM 3	BCN 05/25/06
00606	DISPLAY, PLASMA 42"	TH-42PHD8	NONE	YP8252018	GOVCON	05/25/06	531	2,216	SAN DIEGO	CPL - ROOM 3	BCN 05/25/06
00697	SOFTWARE, MAC OS X, V10.4.6, T		MA453ZJA		APPLE	09/22/06	634	389	SAN DIEGO	CPL - SAFE 19-2	MLP 09/22/06
00698	SOFTWARE, MAC OS X, V10.4.7, S		MA613ZJA		APPLE	09/22/06	634	103	SAN DIEGO	CPL - SAFE 19-2	MLP 09/22/06
00699	CAMERA, BLACK & WHITE		STC-172C		SENSOR	09/25/06	707	306	SAN DIEGO	GOVT STORAGE	MLP 09/25/06
00690	POWER SUPPLY, DC, 12V, 1.2 AM		45-752A		SENSOR	09/25/06	707	21	SAN DIEGO	GOVT STORAGE	MLP 09/25/06
00692	RAID, XSERVE 3500G	A1009	Z0D20LLJA	QP83800QUAG	APPLE	09/25/06	706	12,373	SAN DIEGO	CPL - ROOM 3	MLP 09/25/06
00693	CAMERA, PHOTOFOCUS LNL0		PF-MV-D1024E-40-CL	013000004483	1ST VSI	09/26/06	637	2,860	SAN DIEGO	COMPUTER LAB	
00694	FRAME GRABBER, FOR LNL0G C		OC-64E0-IPRO0		1ST VSI	09/26/06	637	1,170	SAN DIEGO	COMPUTER LAB	
00695	SOFTWARE, SAPERA 5 LT, FOR F		OC-SL00-0000000	0368163425159816565	1ST VSI	09/26/06	637	500	SAN DIEGO	GOVT STORAGE	MLP 09/26/06
00696	CABLE, CAMERA LINK, 10'		CB-CL-03M		1ST VSI	09/26/06	637	140	SAN DIEGO	GOVT STORAGE	MLP 09/26/06
00697	POWER SUPPLY, UNIVERSAL 10-		PF-PS-7P		1ST VSI	09/26/06	637	82	SAN DIEGO	COMPUTER LAB	
00702	FIBRE CHANNEL, PC-E CARD - BR		MA139GB	P107513306	APPLE	10/17/06	706	539	SAN DIEGO	GOVT STORAGE	MLP 10/18/06
00703	APPLECARE SERVICE PARTS KIT		MA269G/A		APPLE	09/26/06	706	1,879	SAN DIEGO	CPL - ROOM 2	MLP 09/27/06
00704	BOARD, PCI ANALOG INPUT ULTR		PCI-DAS402012MCC	HA4306251	MEASUR	10/02/06	620	1,288	SAN DIEGO	GOVT STORAGE	MLP 10/03/06
00719	FIBRE CHANNEL PCI-X CARD		M8274GC	P068570306	APPLE	10/17/06	706	449	SAN DIEGO	GOVT STORAGE	MLP 10/18/06
TOTAL:											37,781

PROJECT NAME: BMIDES

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	RECD	PO #	COST	DIVISION	LOCATION	SUBLOCATION
00707	ADAPTER, T-C 16MM FOR LINLOG	70240070	93636		SCOPE C	10/23/06		40	SAN DIEGO	COMPUTER LAB	
00708	T-ADAPTER FOR C-90 FOR LINLO	70140050	NONE		SCOPE C	10/23/06		40	SAN DIEGO	GOVT STORAGE	MLP 10/23/06
00709	MANUAL, MATLAB DATA ACQUIS		DAALL	NONE	MATHWO	10/30/06	714	2,520	SAN DIEGO	GOVT STORAGE	MLP 10/30/06
00711A	SOFTWARE, STREAMPIX	NONE	NONE	S2024	1ST VISI	11/15/06	723	750	SAN DIEGO	GOVT STORAGE	MLP 11/15/06
00711B	SOFTWARE, STREAMPIX 4	NONE	NONE	S2024	1ST VISI	11/15/06	723	750	SAN DIEGO	GOVT STORAGE	MLP 11/15/06
00711C	DONGLE FOR STREAMPIX SOFT	NONE	NONE	S2024	1ST VISI	11/15/06	723	70	SAN DIEGO	COMPUTER LAB	
00713	DIGITAL DRIVE BOARD FOR G11	NONE	DDB11	NONE	HOLLYW	11/17/06	721	188	SAN DIEGO	GOVT STORAGE	MLP 11/17/06
00714	TELESCOPE, ASTROSCAN	NONE	3002001	NONE	EDMUND	11/17/06	717	199	SAN DIEGO	GOVT STORAGE	MLP 11/17/06
00715	TRIPOD FOR ATROSCAN TELESC	NONE	3038257	NONE	EDMUND	11/17/06	717	80	SAN DIEGO	GOVT STORAGE	MLP 11/17/06
00716	TRIPOD BRACKET FOR ATROSCA	NONE	3072314	NONE	EDMUND	11/17/06	717	50	SAN DIEGO	GOVT STORAGE	MLP 11/17/06
00718	CABLE, CAMERA LINK, 7M	CL-07M	20276	NONE	1ST VISI	11/20/06	751	180	SAN DIEGO	COMPUTER LAB	
00728	EYEPiece ADAPTER, .965" X 1.25"				SCOPE C	12/14/06		40	SAN DIEGO	GOVT STORAGE	MLP 12/14/06
00729	CAM ADAPTER, 1.25"	CELESTRON	93653A		SCOPE C	12/14/06		40	SAN DIEGO	COMPUTER LAB	
00764A	TELESCOPE	NEXSTAR 8 SE	11069		SCOPE C	04/05/07	858	1,300	SAN DIEGO	COMPUTER LAB	
00764B	TELESCOPE TRIPOD	NEXSTAR 8 SE	11069		SCOPE C	04/05/07	858	99	SAN DIEGO	COMPUTER LAB	
00765	FOCAL REDUCER/CORRECTOR, F				SCOPE C	04/05/07	858	140	SAN DIEGO	COMPUTER LAB	
00768	T-ADAPTER FOR SCHMIDT-CASS		93633-A		SCOPE C	04/05/07	858	25	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00767	FILTER, SKYLIGHT		93621		SCOPE C	04/05/07	858	30	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00768	FILTER, LIGHT YELLOW, 1.25", #8		LF1010		SCOPE C	04/05/07	858	20	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00769	FILTER, YELLOW 1.25", #12		LF1020		SCOPE C	04/05/07	858	20	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00770	DOVETAIL KIT, 8" OTA		94206		SCOPE C	04/05/07	858	60	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00771	SURGE PROTECTOR, 7-OUTLET		722668394045		HOME DE	04/08/07		20	SAN DIEGO	COMPUTER LAB	
00772	EXTENSION CORD, 100'		756847001112		HOME DE	04/06/07		25	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00773	EXTENSION CORD, 100'		756847001112		HOME DE	04/06/07		25	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00774	EXTENSION CORD, 100'		756847001112		HOME DE	04/06/07		25	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00775	CABLE, CAMERA LINK, 10M		CB-CL-10M		1ST VISI	04/09/07	857	215	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00776	CABLE, CAMERA LINK, 10M		CB-CL-10M		1ST VISI	04/09/07	857	215	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00777	CABLE, CAMERA LINK, 10M		CB-CL-10M		1ST VISI	04/09/07	857	215	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00779A	REPEATER	ADAPT-A-LINK	CLCL	050370	1ST VISI	04/09/07	857	475	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00779B	REPEATER POWER SUPPLY	EPA-121DA-06	DTS060200SUDC-PSP		1ST VISI	04/09/07	857	20	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00779A	REPEATER	ADAPT-A-LINK	CLCL	050371	1ST VISI	04/09/07	857	475	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00779B	REPEATER POWER SUPPLY	EPA-121DA-06	DTS060200SUDC-PSP		1ST VISI	04/09/07	857	20	SAN DIEGO	GOVT STORAGE	MLP 04/08/07
00888	CABLE, VGA "Y" SPLITTER, 1'		156554		CDW GO	07/16/07	910	20	SAN DIEGO	CPL - ROOM 3	MLP 07/16/07
00888	CABLE, VGA "Y" SPLITTER, 1'		156554		CDW GO	07/16/07	910	20	SAN DIEGO	CPL - ROOM 3	MLP 07/16/07
01002	SWITCH, 4-PORT KVM PS2/USB	OMNIVIEW SOHO	BKN-F1DS10MT / 3170		CDW GO	07/19/07	910	125	SAN DIEGO	CPL - ROOM 3	MLP 07/19/07
01097	SOFTWARE, WORK 2008		1278023		CDW DIR	10/08/07	1018	74	SAN DIEGO	GOVT STORAGE	MLP 10/08/07
01088	SOFTWARE, WORK 2008		1278023		CDW DIR	10/08/07	1018	74	SAN DIEGO	M. KROGH	MLP 10/08/07
01317	SOFTWARE, LIFE 2008 - CD	FAMILY PACK	ASW-MB016Z/A		CDW GO	12/03/07	1123	90	SAN DIEGO	M. KROGH	MLP 10/08/07

PROJECT NAME: BMIDES

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	RECD	PO #	COST	DIVISION	LOCATION	SUBLOCATION
01682	SOFTWARE, MAC OSX SERVER 1	V.10.4.7 COMPLETE P	1025543		CDW GO	01/18/08	1017	480	SAN DIEGO	M. KROGH	
01733	TAPE DRIVE, POWERSAVLT 110T	PV110T	222-2100	2H83XD1	DELL	02/19/08	1082	2,580	SAN DIEGO	CPL - ROOM 3	
01802	HARD DRIVE, 2 TB, RAID STORAG	G-RAID2 2000GB	907211-01	W502120207	G-TECHN	03/28/08	1178	1,088	SAN DIEGO	CPL - ROOM 3	
01803	HARD DRIVE, 2 TB, RAID STORAG	G-RAID2 2000GB	907211-01	W502120209	G-TECHN	03/28/08	1178	1,088	SAN DIEGO	CPL - ROOM 3	
01804	HARD DRIVE, 2 TB, RAID STORAG	G-RAID2 2000GB	907211-01	W502120300	G-TECHN	03/28/08	1178	1,088	SAN DIEGO	CPL - ROOM 3	
01805A	COMPUTER, PRECISION 680 WOR	MINI-TOWER	222-3760	7LXBVF1	DELL	03/28/08	1174	3,465	SAN DIEGO	CPL - ROOM 3	
01805B	KEYBOARD, PRECISION 680 WOR			CN-0RH659-73571-7CS0	DELL	03/28/08	1174	0	SAN DIEGO	CPL - ROOM 3	
01805C	MOUSE, PRECISION 680 WORKST			H06012CJ	DELL	03/28/08	1174	0	SAN DIEGO	CPL - ROOM 3	
01826	SOFTWARE, MAC OSX V. 10.4	2Z681-5341-A		445460	PC MOND	04/28/08	1188	230	SAN DIEGO	M. KROGH	MLP 04/28/08
01827	SOFTWARE, MAC OSX V. 10.4	2Z681-5341-A		445498	PC MOND	04/28/08	1188	230	SAN DIEGO	M. KROGH	MLP 04/28/08
01838	SOFTWARE, MS OFFICE	MAC VERSION 2008			CDW	08/27/08	1203	220	SAN DIEGO	M. KROGH	SOFTWARE CA
01839	SOFTWARE, MS OFFICE	MAC VERSION 2008			CDW	08/27/08	1203	220	SAN DIEGO	M. KROGH	SOFTWARE CA
01943	SOFTWARE, RETROSPECT				EMC	07/02/08	1208	688	SAN DIEGO	C. BARKER	AEGIS/CPL SO
03358	MONITOR, 24" FLAT PANEL - MAC	E248FP	RN071	ct0u334k74445978808u	DELL	09/08/09		350	SAN DIEGO	CPL - ROOM 3	
03357	MONITOR, 24" FLAT PANEL - NEW	E248FP	RN071	ct0u334k74445978752u	DELL	09/08/09		350	SAN DIEGO	CPL - ROOM 3	

TOTAL: 20,845

PROJECT NUMBER: AQ103
PROJECT NAME: BUIDES

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	RECD	PO #	COST	DIVISION	LOCATION	SUBLOCATION
01274	HARD DRIVE, 320GB, EXTERNAL	ELEMENTS	WDE1U3200N	WCAPZ0144936	CDW GO	11/28/07	1062	85	SAN DIEGO	B. BUSH	MLP 11/28/07
01275	HARD DRIVE, 320GB, EXTERNAL	ELEMENTS	WDE1U3200N	WCAPZ0142849	CDW GO	11/28/07	1062	85	SAN DIEGO	B. BUSH	MLP 11/28/07
TOTAL:											170

PROJECT NAME: BMIDES

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	RECD	PO #	COST	DIVISION	LOCATION	SUBLOCATION
02155	CALCULATOR, SCIENTIFIC	HP35c	B000TDRHG8	CNA82403143	AMAZON.	10/07/08		58	SAN DIEGO	CPL - ROOM 3	
02347	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - SAFE 19-2	
02348	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - SAFE 19-2	
02349	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - SAFE 19-2	
02350	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - SAFE 19-2	
02351	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02352	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02353	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02354	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02355	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02356	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02357	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02358	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02359	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02360	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02361	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02362	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02363	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02364	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02365	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
02366	MEDIA, 400800 GB RW DATA CAR	ULTRIUM LT03 960	723165		CDW GO	02/05/09	1345	32	SAN DIEGO	CPL - ROOM 3	
03115	HARD DRIVE, 1 TB, 7.2K, USB 2.0	ELEMENTS DESKTOP	1601381	WCAUA7510698	CDW GO	08/17/09	1463	109	SAN DIEGO	B. BUSH	
03116	HARD DRIVE, 1 TB, 7.2K, USB 2.0	ELEMENTS DESKTOP	1601381	WCAUA7483689	CDW GO	08/17/09	1463	109	CORPUS CHRISTI		
03406	SOFTWARE, MAC OSX, SERVER	LEOPARD 10 CLIENT,	1546186		CDW GO	10/12/09	1537	499	SAN DIEGO	CPL - ROOM 3	

TOTAL: 1,415

PROJECT NUMBER: AQ106

PROJECT NAME: BMIDES TASK 000

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	REC'D	PO #	COST	DIVISION	LOCATION	SUBLOCATION
03411	SOFTWARE, MAC OSX, CLIENT	LEOPARD, V.10.5.6	MC094Z/A		AMAZON.	10/19/09	1540	249	SAN DIEGO	CPL - ROOM 3	
03412	SOFTWARE, MAC OSX, CLIENT	LEOPARD, V.10.5.6	MC094Z/A		AMAZON.	10/19/09	1540	249	SAN DIEGO	CPL - ROOM 3	
03413	SOFTWARE, MAC OSX, CLIENT	LEOPARD, V.10.5.6	MC094Z/A		AMAZON.	10/19/09	1540	249	SAN DIEGO	CPL - ROOM 3	
03588	COMPUTER, DAC 15	MAC PRO	Z0G1	H08521X520H	APPLE	01/08/10	1560	4,955	PMRF	DAC	
03848	SOFTWARE, TOAST 10 PRO		1658484		CDW GO	03/17/10	1588	109	SAN DIEGO	GOVT STORAGE	
03849	SOFTWARE, CREATOR 2010 PRO	TWO DISK SET	1840883		CDW GO	03/17/10	1588	97	SAN DIEGO	GOVT STORAGE	
03838	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWS85L	CDW GO	05/19/10	1663	80	SAN DIEGO	GOVT STORAGE	HARP / ABR
03849	HARD DRIVE, 500GB	DESK	763849008567	2GEXYCP/L	STAPLES	04/29/10	1656	90	SAN DIEGO	CPL - ROOM 2, SAFE	HARP / ABR
03950	HARD DRIVE, 500GB	DESK	763849008567	2GEXEOP5	STAPLES	04/29/10	1656	90	SAN DIEGO	E. SZTANKO	HARP / ABR
03976	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWT422	CDW GO	05/19/10	1663	80	SAN DIEGO	CPL - ROOM 2, SAFE	HARP / ABR
03977	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWSDAQ	CDW GO	05/19/10	1663	80	ARLINGTON	HARP / ABR	
03978	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWSR2	CDW GO	05/19/10	1663	80	SAN DIEGO	HARP / ABR	
03979	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWSPO/M	CDW GO	05/19/10	1663	80	SAN DIEGO	HARP / ABR	
03980	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWTRY4	CDW GO	05/19/10	1663	80	PMRF	HARP / ABR	
03981	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWSGAY	CDW GO	05/19/10	1663	80	SAN DIEGO	HARP / ABR	
03982	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWSOC7	CDW GO	05/19/10	1663	80	SAN DIEGO	HARP / ABR	
03983	HARD DRIVE, 500GB	FREEAGENT DESK	1568266	2GEWS85L	CDW GO	05/19/10	1663	80	SAN DIEGO	HARP / ABR	
04015	COMPUTER, DAC 16	MAC PRO	Z0G1	H002309Y20H	APPLE, I	08/08/10	1669	4,409	PMRF	DAC	
04016	BLACKBODY, INFRARED CALIBRA	PORTABLE, TO 662F	1TZR1	08125836	WW GRAI	08/11/10	1670	909	PMRF	GOVT STORAGE	
04017	BLACKBODY, INFRARED CALIBRA	PORTABLE, TO 662F	1TZR1	08125837	WW GRAI	08/11/10	1670	909	PMRF	GOVT STORAGE	
04018	BLACKBODY, INFRARED CALIBRA	PORTABLE, TO 662F	1TZR1	08125831	WW GRAI	08/11/10	1670	909	PMRF	GOVT STORAGE	
04022	COMPUTER, DAC 17	MAC PRO	Z0G1	H002524820H	APPLE, I	08/22/10	1674	4,409	PMRF	DAC	
04028	TABLE, FOLDING BLACK	140341 BLK1	249000276		TARGET	07/13/10	1677	33	SAN DIEGO	GOVT STORAGE	
04037	COMPUTER	MAC PRO	Z0G1	H002847320H	APPLE, I	07/06/10	1677	4,544	SAN DIEGO	M. KROGH	
04038	HARD DRIVE, 2 TB	FREEAGENT DESK	1775629	2GEYXCOX	CDW GO	07/13/10	1688	150	SAN DIEGO	CPL - ROOM 3	AEGIS
04039	HARD DRIVE, 2 TB	FREEAGENT DESK	1775629	2GEYXWYX	CDW GO	07/13/10	1688	150	SAN DIEGO	CPL - ROOM 3	AEGIS
04040	HARD DRIVE, 2 TB	FREEAGENT DESK	1775629	2GEYYSLQ	CDW GO	07/13/10	1688	150	SAN DIEGO	CPL - ROOM 3	AEGIS
04041	HARD DRIVE, 2 TB	FREEAGENT DESK	1775629	2GEYQ1B	CDW GO	07/13/10	1688	150	SAN DIEGO	CPL - ROOM 3	AEGIS
04042	HARD DRIVE, 2 TB	FREEAGENT DESK	1775629	2GEY5TR	CDW GO	07/13/10	1688	150	SAN DIEGO	CPL - ROOM 3	AEGIS
04043	HARD DRIVE, 2 TB	FREEAGENT DESK	1775629	2GEYQ1R	CDW GO	07/13/10	1688	150	SAN DIEGO	CPL - ROOM 3	AEGIS
04044	HARD DRIVE, 2 TB	FREEAGENT DESK	1775629	2GEYQ1C	CDW GO	07/13/10	1688	150	SAN DIEGO	CPL - ROOM 3	AEGIS
04045	HARD DRIVE, 2 TB	FREEAGENT DESK	1775629	2GWYYS80	CDW GO	07/13/10	1688	150	SAN DIEGO	CPL - ROOM 3	AEGIS
04046	COMPUTER, DAC 18	MAC PRO	Z0G1	H00281MD20H	APPLE, I	07/16/10	1681	4,409	PMRF	DAC	
04065	COMPUTER	MAC PRO	Z0G1		APPLE, I	07/29/10	1702	4,409	SAN DIEGO	M. KROGH	
04106	SOFTWARE, APP FOR MAC PRO	E/K - USA	MC244LL/A	ZX03400VSNJY	APPLE IN	08/17/10	1712	224	SAN DIEGO	GOVT STORAGE	
04107	SOFTWARE, APP FOR MAC PRO	E/K - USA	MC244LL/A	ZX03400VTNLY	APPLE IN	08/17/10	1712	224	SAN DIEGO	GOVT STORAGE	
04108	SOFTWARE, APP FOR MAC PRO	E/K - USA	MC244LL/A	ZX03400WUNLY	APPLE IN	08/17/10	1712	224	SAN DIEGO	GOVT STORAGE	
04109	SOFTWARE, APP FOR MAC PRO	E/K - USA	MC244LL/A	ZX0340238NLY	APPLE IN	08/17/10	1712	224	SAN DIEGO	GOVT STORAGE	

PROJECT NAME: BIDES TASK 000

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	RECD	PO #	COST	DIVISION	LOCATION	SUBLOCATION
04110	SOFTWARE, APP FOR MAC PRO	EIK - USA	MC244LLJA	ZX0340239NJY	APPLE IN	08/17/10	1712	224	SAN DIEGO	GOVT STORAGE	
04111	SOFTWARE, APP FOR MAC PRO	EIK - USA	MC244LLJA	ZX034023ANJY	APPLE IN	08/17/10	1712	224	SAN DIEGO	GOVT STORAGE	
04113	ENCLOSURE, SATA HDD STORAG	G-S350SUAB	1623104	10141000359	CDW GO	08/18/10	1714	87	SAN DIEGO	C. BARKER	
04114	ENCLOSURE, SATA HDD STORAG	G-S350SUAB	1623104	10141000357	CDW GO	08/18/10	1714	87	PMRF	DAC 15	
04115	ENCLOSURE, SATA HDD STORAG	G-S350SUAB	1623104	10141000358	CDW GO	08/18/10	1714	87	PMRF	DAC 16	
04116	ENCLOSURE, SATA HDD STORAG	G-S350SUAB	1623104	10041000264	CDW GO	08/18/10	1714	87	PMRF	DAC 17	
04117	ENCLOSURE, SATA HDD STORAG	G-S350SUAB	1623104	10141000043	CDW GO	08/18/10	1714	87	PMRF	DAC 18	
04118	SOFTWARE, CREATOR	2010 PRO	1940883		CDW GO	08/19/10	1719	103	SAN DIEGO	GOVT STORAGE	
04119	SOFTWARE, CREATOR	2010 PRO	1940883		CDW GO	08/19/10	1719	103	SAN DIEGO	GOVT STORAGE	
04120	SOFTWARE, CREATOR	2010 PRO	1940883		CDW GO	08/19/10	1719	103	SAN DIEGO	GOVT STORAGE	
04121	SOFTWARE, CREATOR	2010 PRO	1940883		CDW GO	08/19/10	1719	103	SAN DIEGO	GOVT STORAGE	
04122	SOFTWARE, CREATOR	2010 PRO	1940883		CDW GO	08/19/10	1719	103	SAN DIEGO	GOVT STORAGE	
04123	SOFTWARE, CREATOR	2010 PRO	1940883		CDW GO	08/19/10	1719	103	SAN DIEGO	GOVT STORAGE	
04124	SOFTWARE, TOAST	TITANIUM PRO V10	1656484		CDW GO	08/19/10	1719	110	SAN DIEGO	GOVT STORAGE	
04125	SOFTWARE, TOAST	TITANIUM PRO V10	1656484		CDW GO	08/19/10	1719	110	SAN DIEGO	GOVT STORAGE	
04126	SOFTWARE, TOAST	TITANIUM PRO V10	1656484		CDW GO	08/19/10	1719	110	SAN DIEGO	GOVT STORAGE	
04127	SOFTWARE, TOAST	TITANIUM PRO V10	1656484		CDW GO	08/19/10	1719	110	SAN DIEGO	GOVT STORAGE	
04128	SOFTWARE, VISUAL STUDIO	2010 PROFESSIONAL	2078228		CDW GO	08/19/10	1719	744	SAN DIEGO	M. KROGH	
04129	SOFTWARE, VISUAL STUDIO	2010 PROFESSIONAL	2078228		CDW GO	08/19/10	1719	744	SAN DIEGO	M. KROGH	
04130	SOFTWARE, TOAST	TITANIUM PRO V10	1656484		CDW GO	08/19/10	1719	110	SAN DIEGO	GOVT STORAGE	
04131	SOFTWARE, TOAST	TITANIUM PRO V10	1656484		CDW GO	08/19/10	1719	110	SAN DIEGO	GOVT STORAGE	
04134	COMPUTER	MAC PRO	Z0G1	H00333H120H	APPLE, I	08/24/10	1711	4,544	SAN DIEGO	CPL - ROOM 2	
04138	STORAGE DEVICE, NAS, 10 TB	5BIG NETWORK	2053884	1102880RFEA	CDW GO	08/25/10	1727	1,425	SAN DIEGO	C. BARKER	
04140	POWER SUPPLY, BACKUP	48IG QUADRA / 5BIG	1691818	091300317	CDW GO	08/25/10	1727	56	SAN DIEGO	C. BARKER	
04141	KEYBOARD	K120 USB	2067745		CDW GO	08/25/10	1727	18	PMRF	DAC 15	
04142	KEYBOARD	K120 USB	2067745		CDW GO	08/25/10	1727	18	PMRF	DAC 17	
04143	KEYBOARD	K120 USB	2067745		CDW GO	08/25/10	1727	18	PMRF	DAC 16	
04144	KEYBOARD	K120 USB	2067745		CDW GO	08/25/10	1727	18	PMRF	DAC 18	
04145	KEYBOARD	K120 USB	2067745		CDW GO	08/25/10	1727	18	SAN DIEGO	CPL - ROOM 3	
04146	KEYBOARD	K120 USB	2067745		CDW GO	08/25/10	1727	18	SAN DIEGO	CPL - ROOM 3	
04147	KEYBOARD	K120 USB	2067745		CDW GO	08/25/10	1727	18	SAN DIEGO	CPL - ROOM 3	
04146	MOUSE	BLK OPTICAL USB W/	1324709		CDW GO	08/25/10	1727	15	PMRF	DAC 15	
04149	MOUSE	BLK OPTICAL USB W/	1324709		CDW GO	08/25/10	1727	15	PMRF	DAC 18	
04150	MOUSE	BLK OPTICAL USB W/	1324709		CDW GO	08/25/10	1727	15	PMRF	DAC 16	
04151	MOUSE	BLK OPTICAL USB W/	1324709		CDW GO	08/25/10	1727	15	PMRF	DAC 17	
04152	MOUSE	BLK OPTICAL USB W/	1324709		CDW GO	08/25/10	1727	15	SAN DIEGO	CPL - ROOM 3	
04153	MOUSE	BLK OPTICAL USB W/	1324709		CDW GO	08/25/10	1727	15	SAN DIEGO	CPL - ROOM 3	
04154	MOUSE	BLK OPTICAL USB W/	1324709		CDW GO	08/25/10	1727	15	SAN DIEGO	CPL - ROOM 3	
04155	HARD DRIVE, 1 TB	BARRAGUDA SATA 7.	1699560	9VP8X000	CDW GO	08/25/10	1727	67	PMRF	DAC	

PROJECT NAME: BMDSES TASK 000

ID#	DESCRIPTION	MODEL #	PART #	SERIAL #	VENDOR	RECD	PO #	COST	DIVISION	LOCATION	SUBLOCATION
04156	HARD DRIVE, 1 TB	BARRACUDA SATA 7.	1688580	9VP8L200	CDW GO	08/25/10	1727	67	PMRF	DAC	
04157	HARD DRIVE, 1 TB	BARRACUDA SATA 7.	1688580	9VP8SSFL	CDW GO	08/25/10	1727	67	PMRF	DAC	
04158	HARD DRIVE, 1 TB	BARRACUDA SATA 7.	1688580	9VP8KL7W	CDW GO	08/25/10	1727	67	PMRF	DAC	
04159	HARD DRIVE, 1 TB	BARRACUDA SATA 7.	1688580	9VP8D17Q	CDW GO	08/25/10	1727	67	PMRF	DAC	
04160	HARD DRIVE, 1 TB	BARRACUDA SATA 7.	1688580	9VP8CHC3	CDW GO	08/25/10	1727	67	PMRF	DAC	
04242	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	SAN DIEGO	M. KROGH	
04243	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	PMRF	DAC	
04244	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	PMRF	DAC	
04245	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	PMRF	DAC	
04246	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	PMRF	DAC	
04247	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	SAN DIEGO	M. KROGH	
04248	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	SAN DIEGO	M. KROGH	
04249	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	SAN DIEGO	M. KROGH	
04250	MONITOR, 24"	G2410H3	14K0N	CN-014K0N-74445-07N-	DELL	09/13/10	1730	281	SAN DIEGO	M. KROGH	
04283	STORAGE ARRAY, DROBO S, 5-B	DR1-DRDR3A21	904-0001-001 / 193807	TDS 1022507 16	CDW GO	10/15/10	1742	795	SAN DIEGO	C. BARKER	
04284	HARD DRIVE, 2 TB SATA 300	CAVIAR GREEN	WD20EARS / 1944170	WMAZA0653625	CDW GO	10/15/10	1742	108	SAN DIEGO	C. BARKER	
04285	HARD DRIVE, 2 TB SATA 300	CAVIAR GREEN	WD20EARS / 1944170	WMAZA0681729	CDW GO	10/15/10	1742	108	SAN DIEGO	C. BARKER	
04286	HARD DRIVE, 2 TB SATA 300	CAVIAR GREEN	WD20EARS / 1944170	WMAZA0463058	CDW GO	10/15/10	1742	108	SAN DIEGO	C. BARKER	
04287	HARD DRIVE, 2 TB SATA 300	CAVIAR GREEN	WD20EARS / 1944170	WMAZA0618289	CDW GO	10/15/10	1742	108	SAN DIEGO	C. BARKER	
04288	HARD DRIVE, 2 TB SATA 300	CAVIAR GREEN	WD20EARS / 1944170	WMAZA0701048	CDW GO	10/15/10	1742	108	SAN DIEGO	C. BARKER	
04289	HARD DRIVE, 2 TB SATA 300	CAVIAR GREEN	WD20EARS / 1944170	WMAZA0651694	CDW GO	10/14/10	1742	108	SAN DIEGO	C. BARKER	
04342	HARD DRIVE, SOLID STATE, 32 G	X25-E SATA II SLC INT		CVEM001400M3032HG	NEWEGG	11/15/10	1756	375	SAN DIEGO	CPL - ROOM 2, SAFE	CAST GLANCE,
04343	HARD DRIVE, SOLID STATE, 32 G	X25-E SATA II SLC INT		CVEM0014011L032HGN	NEWEGG	11/15/10	1756	375	SAN DIEGO	B. BUSH	CAST GLANCE,
04344	SHIPPING CASE, BLK W/ PICK & P	APP-1600F			MIDWEST	11/16/10	1757	150	SAN DIEGO	B. BUSH	CAST GLANCE,
04404	EXPANSION SYSTEM, PCI	2-SLOT 64-BIT	CB284	B-246-03847	MAGNA	11/17/10	1756	1,199	SAN DIEGO	GOVT STORAGE	CAST GLANCE,
04405	CARD, LAPTOP HOST	54 MM WIDE	SUBEC54	A1-XPC-2817	MAGNA	11/17/10	1758	299	SAN DIEGO	GOVT STORAGE	CAST GLANCE,
04429	PROCESSOR, TIME & FREQUENC	NON-GPS	BC335PCV2	10101112	SYMMET	12/10/10	1759	1,295	SAN DIEGO	GOVT STORAGE	CAST GLANCE,
04430	CD, LINUX SOFTWARE DEVELOP	INCLUDED FOR B083	PRODUCT CD		SYMMET	12/10/10	1759	0	SAN DIEGO	GOVT STORAGE	CAST GLANCE,
04679	HARD DRIVE, 1 TB	MY BOOK ESSENTIAL	1940784	WMAZA1058541M	CDW GO	01/10/11	1822	94	SAN DIEGO	GOVT STORAGE	CAST GLANCE,
04680	HARD DRIVE, 1 TB	MY BOOK ESSENTIAL	1940784	WMAZA1381330M	CDW GO	01/10/11	1822	94	CORPUS CHRISTI	B. BUSH	CAST GLANCE
04684	HARD DRIVE, 320 GB	EXPANSION	ST903204EXA101-RK	2GH4H2VS	CDW GO	01/13/11	1822	71	CORPUS CHRISTI	CAST GLANCE	
04685	HARD DRIVE, 320 GB	EXPANSION	ST903204EXA101-RK	2GH4H2YH	CDW GO	01/13/11	1822	71	CORPUS CHRISTI	CAST GLANCE	
05137	CARD, PC EXPRESS, 4 GB	QUAD / FIBER CHANNEL	MB843G/A	P057381510	APPLE	02/24/11	1893	929	PMRF	DAC	
05149	STORAGE ARRAY, DROBO S, 5-B	DRDR4-A	910-00001-001 / 22449	TD81046A0344	CDW GO	03/04/11	1893	780	SAN DIEGO	CPL - ROOM 3	

TOTAL: 53,852

**DEPARTMENT OF DEFENSE CONTRACT
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirement of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IF FOR: (X and complete as applicable)	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER N68936-11-C-0023	<input type="checkbox"/>	a. Original (Complete date in all cases) Date (YYYY/MM/DD) 2011/06/21	
<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/>	b. REVISED (Supersedes all previous)	Revision No: 001 Date (YYYY/MM/DD) 2011/07/25
<input type="checkbox"/> c. SOLICITATION OR ANOTHER NUMBER DUE DATE (YYYY/MM/DD)	<input type="checkbox"/>	c. FINAL (Complete item 5 in all cases)	Date (YYYY/MM/DD)

4. IS THIS A FOLLOW-ON CONTRACT? Yes No
 Classified material received or generated under N68936-04-D-0026
 If Yes, complete the following:
 (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL FORM 254? Yes No
 In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE PHOTON RESEARCH ASSOCIATES, INC. P.O. BOX 927040 (CLASSIFIED MAILING ADDRESS) SAN DIEGO, CA 92192-1723	b. CAGE CODE 7N694	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE (DOPWD) 11770 BERNARDO PLAZA COURT, SUITE 450 SAN DIEGO, CA 92128-2426
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE N/A	b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
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8. ACTUAL PERFORMANCE

a. LOCATION MULTIPLE LOCATIONS (SEE BLOCK 13)	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

ENGINEERING SERVICES IN SUPPORT OF AEGIS BALLISTIC MISSILE DEFENSE (BMD)

PROC: (b)(6), CODE 511200E, (b)(6)
 COR: (b)(6), CODE 52100NE, (b)(6)
 PCO: MARIE HICKS, CODE 254330D, (760) 539-2983, marie.hicks@navy.mil
 CONTRACT SPECIALIST: JOHN FARIA, CODE 254300D, (760) 539-3728, john.faria@navy.mil

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmental Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. (GUANTANAMO, U.S. POSSESSIONS AND TRUST TERRITORIES)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEWESSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEWESSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

12. PUBLIC RELEASE.

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be:

Direct
Through (Specify)

AEGIS BMD PROGRAM/MISSILE DEFENSE AGENCY, ATTN: SECURITY OFFICER, 17211 AVENUE D, SUITE 160, DAHLGREN, VA 22280-5185,

13. SECURITY GUIDANCE.

The security classification guidance model for this classified effort is identified below. If any difficulty arises in the application of this guidance or if any other controlling policy needs to be changed in this guidance, the contractor shall immediately advise the cognizant security office, to challenge the guidance or the classification assigned to any information or material covered by this contract; and to submit any proposals for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. If all information for the classified effort. Attach or forward under separate correspondence, any documents, guides, contracts, etc. which are not covered by this guidance. All

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REVISION 001 CHANGES INCLUDE: BLOCK 4 IS THIS A FOLLOW-ON CONTRACT CHANGED FROM "NO" TO "YES"; BLOCK 12 PUBLIC RELEASE GOVERNMENT AUTHORITY INFORMATION/ADDRESS CHANGED; BLOCK 13 APPROPRIATE SECURITY CLAUSES INCLUDED.

TECHNICAL PAPERS, BRIEFINGS, PRESENTATIONS, EITHER CLASSIFIED OR UNCLASSIFIED TO BE PRESENTED AT CLASSIFIED SYMPOSIA MUST BE SUBMITTED TO AEGIS BMD PROGRAM/MISSILE DEFENSE AGENCY, ATTN: SECURITY OFFICER, 17211 AVENUE D, SUITE 160, DAHLGREN, VA 22280-5185 FOR APPROVAL PRIOR TO PRESENTATION. UNCLASSIFIED MATERIAL SUBMITTED FOR PUBLIC RELEASE (THAT IS NOT TO BE PRESENTED AT CLASSIFIED SYMPOSIA) SHALL BE FORWARDED FOR REVIEW PRIOR TO RELEASE AS INSTRUCTED IN BLOCK 12. TRANSMISSION BY NON-SECURE FACSIMILE OR ELECTRONIC MAIL OF TECHNICAL PAPERS, BRIEFINGS, OR PRESENTATIONS IS NOT AUTHORIZED.

DETERMINATION OF NEED-TO-KNOW IN CONNECTION WITH A CLASSIFIED VISIT IS THE RESPONSIBILITY OF THE INDIVIDUAL/HOST WHO WILL DISCLOSE THE CLASSIFIED INFORMATION.

BLOCK 4: FOLLOW-ON CONTRACT - THE CLASSIFIED PORTION OF WORK HAS BEEN COMPLETED ON THE CONTRACT CITED IN THIS BLOCK. NO FURTHER PROCESSING OF CLASSIFIED MATERIAL/INFORMATION SHALL BE ACCOMPLISHED UNDER THIS CONTRACT. ALL CLASSIFIED MATERIAL/INFORMATION ASSOCIATED WITH THIS CONTRACT IS AUTHORIZED TO BE TRANSFERRED TO THE CONTRACT CITED IN BLOCK 2a.

BLOCK 8a: CLASSIFIED CONTRACT PERFORMANCE LOCATIONS INCLUDE BUT MAY NOT BE LIMITED TO THE FOLLOWING: PHOTON RESEARCH ASSOCIATES, INC., 9905 PACIFIC HEIGHTS BOULEVARD, SUITE 200, SAN DIEGO, CA 92121-1723, CAGE CODE 7N694, COGNIZANT SECURITY OFFICE, DEFENSE SECURITY SERVICE (DOPWD), 11770 BERNARDO PLAZA COURT, SUITE 450, SAN DIEGO, CA 92128-2426; PACIFIC MISSILE RANGE FACILITY (PMRF), BARKING SANDS, KAUAI, HI; AND WHITE SANDS, NEW MEXICO. IN ADDITION, CONTRACTOR WILL REQUIRE ACCESS TO NAVAL BASE VENTURA COUNTY (NBVC) AND ACCESS TO RESTRICTED AREAS AT POINT MUGU, CA.

BLOCK 10a: CLASSIFIED COMSEC MATERIAL IS NOT RELEASABLE TO CONTRACTOR EMPLOYEES WHO HAVE NOT RECEIVED A FINAL SECURITY CLEARANCE AT THE APPROPRIATE LEVEL. CRYPTOLOGIC KEYING MATERIALS AND CONTROLLED CRYPTOGRAPHIC ITEMS (CCI) ARE CONTROLLED BY DEPARTMENT OF THE NAVY, NISPOM, AND NATIONAL SECURITY AGENCY (NSA) GUIDELINES. THE CONTRACTOR SHALL BE GUIDED BY NSA/CSS POLICY MANUAL 3-16 IN THE CONTROL AND PROTECTION OF COMSEC MATERIAL/INFORMATION AT THEIR FACILITIES. WHEN ACCESS IS REQUIRED AT GOVERNMENT FACILITIES, PERSONNEL WILL ADHERE TO COMSEC RULES AND REGULATIONS AS MANDATED BY DOD 5220.22-M, EOPIS 1 (SERIES) AND COMMAND POLICY AND PROCEDURES. PRIOR APPROVAL FROM THE GOVERNMENT CONTRACTING ACTIVITY (GCA) IS REQUIRED IN ORDER FOR A PRIME CONTRACTOR TO GRANT COMSEC ACCESS TO A SUBCONTRACTOR. IN ADDITION, THE PRIME CONTRACTOR WILL ALSO NOTIFY THE NSA CENTRAL OFFICE OF RECORD (COR) BEFORE NEGOTIATING OR AWARDED SUBCONTRACTS.

BLOCK 10j: FOR OFFICIAL USE ONLY INFORMATION GENERATED AND/OR PROVIDED UNDER THIS CONTRACT SHALL BE MARKED AND SAFEGUARDED AS SPECIFIED IN DOD 5200.1-R, INFORMATION SECURITY REGULATION, APPENDIX 3 (PAGES 138-149) AVAILABLE AT <http://www.dtic.mil/whs/directives/compres/pdf/520001r.pdf> AND DOD 5400.7-R, FREEDOM OF INFORMATION PROGRAM, CHAPTER 3 (PAGES 31-42) AVAILABLE AT <http://www.dtic.mil/whs/directives/compres/pdf/540007r.pdf>.

BLOCK 11c: CLASSIFIED MATERIAL PROVIDED TO THE CONTRACTOR WILL BE APPROPRIATELY MARKED. ANY CLASSIFIED INFORMATION/MATERIAL GENERATED IN PERFORMANCE OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL AND/OR CLASSIFICATION GUIDES PROVIDED BY MAWCWD TPOC AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT. CONTRACTOR SHALL PLACE THE FOLLOWING DISTRIBUTION STATEMENT ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS AT THE BOTTOM OF THE PAGE, ON THE FRONT COVER OR FIRST PAGE IF NO COVER PAGE IS USED, CENTERED, IN THE SAME SIZE PRINT AS THE MAJORITY OF THE PRINT ON THE REST OF THE PAGE: DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO THE DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; CRITICAL TECHNOLOGY, 27 OCTOBER 2009. OTHER REQUESTS SHALL BE REFERRED TO AEGIS BMD PROGRAM/MISSILE DEFENSE AGENCY, ATTN: SECURITY OFFICER, 17211 AVENUE D, SUITE 160, DAHLGREN, VA 22280-5185. WARNING: THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C. SEC. 2751 ET SEQ.) OR THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED, TITLE 50, U.S.C., APP 2401, ET SEQ. VIOLATIONS OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH THE PROVISIONS OF DOD 5230.25. STORAGE OF CLASSIFIED MATERIAL UP TO AND INCLUDING SECRET AT CONTRACTOR FACILITY IS AUTHORIZED. SEE SUPPLEMENTAL SHEET FOR CONTINUATION OF ITEM 13 (PAGE 3 OF 3)

14. ADDITIONAL SECURITY REQUIREMENTS.

Yes No

Requirements, in addition to ISM requirements, are established for the contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

SEE ITEM 13 ABOVE

15. INSPECTIONS.

Elements of this contract are outside the inspection responsibility of the cognizant security office.

Yes No

16. CERTIFICATIONS AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL
(b)(6)

b. TITLE
ALTERNATE SECURITY SPECIALIST CONTRACTING OFFICER'S REP

c. TELEPHONE (Include Area Code)
(b)(6)

d. ADDRESS (Include Zip Code)

COMMANDER
CODE (b)(6)

NAVAIRWARCEN/INDIV
(b)(6)

CHINA LAKE CA 93535-6100

e. SIGNATURE

(b)(6)

7/25/11

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY TPOC, OPSEC

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BLOCK 11.h: CONTRACTOR WILL REQUIRE A COMSEC ACCOUNT FOR USE OF ENCRYPTED DATA LINKS HOUSED WITHIN THE CONTRACTOR FACILITY.

BLOCK 11.j: THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM TO PROTECT CRITICAL INFORMATION TO BE USED AT THE CONTRACTOR FACILITY DURING THE PERFORMANCE OF THIS CONTRACT. CONTRACT DATA REQUIREMENTS LIST (CDRL A008) AND DATA ITEM DESCRIPTION (DID-DI-MGMT-80934C) ARE A COMPONENT OF THE CONTRACT. A DRAFT OPSEC PLAN MUST BE SUBMITTED TO COMMANDER, CODE 744000D, NAVAIRWARCENWPNDIV, 1 ADMINISTRATION CIRCLE, STOP 1301, CHINA LAKE, CA 93555-6100 WITHIN 90 DAYS OF CONTRACT AWARD. A FINAL OPSEC PLAN IS DUE 45 DAYS FROM THE DATE THAT THE DRAFT OPSEC PLAN IS APPROVED.

THE FOLLOWING SECURITY CLASSIFICATION GUIDES ARE REQUIRED FOR PERFORMANCE OF THIS CONTRACT, AND WILL BE PROVIDED TO THE CONTRACTOR BY THE COR/TPOC UPON REQUEST: AEGIS - OPNAVINST 55513.3B, ENCLOSURE 11, 22 MAY 09; STANDARD MISSILE - OPNAVINST 55513.3B, ENCLOSURE 63, 01 OCT 08; TEST RANGE - OPNAV 5513.10, ENCLOSURE 10, 26 APR 04.

WHILE PERFORMING ABOARD NAWC SITES, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF OPNAVINST 3432.1 AND THE LOCAL COMMAND NAWCWDINST 3432.1A INSTRUCTION FOR OPERATIONS SECURITY; AT ALL OTHER SITES THE CONTRACTOR SHALL COMPLY WITH THE LOCAL COMMAND AND/OR PROGRAM OPSEC.

INFORMATION ASSURANCE PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH DEPARTMENT OF THE NAVY INFORMATION ASSURANCE PROGRAM, INFORMATION ASSURANCE MANUAL, SECNAVINST M-5239.1.

ONLY U.S. CITIZENS MAY PERFORM ON THIS CONTRACT. REQUESTS FOR NON-U.S. INVOLVEMENT MUST BE SUBMITTED AND APPROVED BY NAWCWD 741000D PRIOR TO ANY DISCLOSURE TO FOREIGN NATIONALS.

IF ADDITIONAL SECURITY CLASSIFICATION IS REQUIRED, PLEASE CONTACT THE ALTERNATE SECURITY SPECIALIST CONTRACTING OFFICER'S REPRESENTATIVE (BLOCK 16.a.).

*******END OF DD FORM 254 ADDITIONAL DATA SHEET*******

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

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

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

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

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

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

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

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

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

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

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

(b)(4)

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

****Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data**

pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

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

Date	<u>March 21, 2011</u>
Printed Name and Title	(b)(4) <u>Director of Contracts & Procurement</u>
Signature	(b)(4)

(End of identification and assertion)

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

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

(End of provision)