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## FOIA Electronic Reading Room

### Document Coversheet

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**Document Description**

Contract N68936-05-D-0007

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- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
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- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

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Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)  
Naval Air Warfare Center Weapons Division  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100

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<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-S1	PAGE OF PAGES 1   46		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-05-D-0007		3. EFFECTIVE DATE 12 Jan 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010100592			
5. ISSUED BY CDR NAWCWD CODE 230000E ATTN: D. MAHAN (805) 989-1915 575 "F" AVE SUITE 1, BLDG 66 POINT MUGU CA 93042-5049		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA BUFFALO TJ DULSKI FEDERAL BLDG, RM 1103 111 WEST HURON ST BUFFALO NY 14202-2392		CODE S3305A	SCD: C	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ADVANCED INFORMATION ENGINEERING SERVICE FRANC SMITH DBA: VERIDIAN ENGINEERING SERVICES, INC 4455 GENESEE ST P O BOX 400 BUFFALO NY 14225-1928				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 <b>Section G</b>			
CODE 92325		FACILITY CODE					
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182268 COLUMBUS OH 43218-2268		CODE HQ0337		
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				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$29,982,573.00</b>		
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	36 - 45
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 6	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	7 - 17	X	J	LIST OF ATTACHMENTS	46
X	D	PACKAGING AND MARKING	18	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	19	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	20 - 23		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	24 - 26	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	27 - 35	M	EVALUATION FACTORS FOR AWARD		
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-04-R-0047-0001 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 AND TITLE OF CONTRACTING OFFICER TAMMY JOURNET / PROCURING CONTRACTING OFFICER TEL: (805) 989-4383 EMAIL: tammy.journet@navy.mil				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 12-Jan-2005		
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)				

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

**FOR YOUR INFORMATION:** The following addresses and point of contacts are provided:

Name: Daniel R. Mahan  
Phone: 805/989-1915  
DSN: 351-1915  
FAX: 805/989-3656  
Email address: daniel.mahan@navy.mil

U.S Postal Service Mailing Address:

COMMANDER  
CODE 254300E (Daniel R. Mahan – 805/989-1915)  
NAVAIRWARCENWPNDIV  
575 "I" AVE SUITE 1, BLDG 65  
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
CODE 254300E (Daniel R. Mahan)  
NAVAIRWARCENWPNDIV  
BLDG 65, RM 1-MAILROOM  
POINT MUGU, CA 93042-5049

**Note – The Contracting Officer has sufficient funds on hand to fund the \$150,000 contract minimum.**

**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	Description	Qty	Unit	Unit Price	Amount
0001	*Engineering Services	001	LO	**	**

\*Engineering services in accordance with Attachment (1), Statement of Work, in support of Program Management (planning, developing presentations/graphics, developing and maintaining programmatic documentation, report status, maintaining security requirements, and supporting process improvement) and Systems Engineering (studies and analyses, design, development, integration, test, documentation, maintenance, and field engineering support of hardware, software, and firmware).

**	ESTIMATED COST	{ b (4) }
	FIXED FEE	
	CPFF	

\$29,982,573

0002	Data Requirements IAW 001 Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423		LO	NSP	NSP
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## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999)**

(a) The level of effort estimated to be ordered during the term of this contract is 359,040 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 and other direct costs by classification is as follows:

Labor Category	Hours	Hours	Hurs	Hours	Hours	Total Hours
	Year 1	Year 2	Year 3	Year 4	Year 5	Years 1-5
Program Manager	960	960	960	960	960	4,800
Systems Engineer	20,160	20,160	20,160	20,160	9,600	90,240
Journeyman Engineer	3,840	3,840	3,840	3,840	3,840	19,200
Engineer	3,360	3,360	3,360	3,360	3,360	16,800
Senior Technical Staff	5,760	5,760	5,760	5,760	5,760	28,800
Junior Technical Staff	7,680	7,680	7,680	7,680	7,680	38,400
Support Staff	7,680	7,680	7,680	7,680	7,680	38,400
Subcontractors	24,480	24,480	24,480	24,480	24,480	122,400
<b>Total</b>	<b>73,920</b>	<b>73,920</b>	<b>73,920</b>	<b>73,920</b>	<b>63,360</b>	<b>359,040</b>
<b>Other Direct Costs</b>						
	Year 1	Year 2	Year 3	Year 4	Year 5	Years 1-5
Material	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Travel	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and 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 Form Task Orders.

(1) An estimated 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 task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) can not be completed within the estimated cost, the Government will require more effort without increase in fee, 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 underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term 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 total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

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

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

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

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) 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).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understand does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

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**5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)**

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is \$150,000; the maximum quantity is the total value of the contract.

**CLAUSES INCORPORATED BY FULL TEXT**

**B.6A PAYMENT OF FIXED FEE**

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid at the rate of ~~b(4)~~ of total costs less FCCM (if applicable). The percentage of fee applicable to task orders will be the same fee rate established in the basic contract.

## Section C - Descriptions and Specifications

SECTION C - DESCRIPTIONS

## SECTION C – Descriptions and Specifications

STATEMENT OF WORK  
 FOR ENGINEERING SERVICES IN SUPPORT OF  
 EA-6B/AEA INTEGRATED PRODUCT TEAM (IPT)  
 EA-6B WEAPON SYSTEM SOFTWARE ACTIVITY (WSSA)  
 Date: 27 May 2004

**1.0 BACKGROUND AND SCOPE**

1.1 The EA-6B Prowler's mission is to provide airborne tactical jamming in support of joint Department of Defense and North Atlantic Treaty Organization operations for various air operations during the next two decades. The EA-6B supports joint tactical aircraft missions by identifying Integrated Air Defense Systems (IADS) networks, detecting and locating electromagnetic threat systems, correlation and fusion of off-board sensor data for Situational Awareness, and employing jamming techniques against enemy communication and weapon systems. The EA-6B mission also supports Suppression of Enemy Air Defenses (SEAD) and Destruction of Enemy Air Defenses (DEAD).

1.2 This Statement of Work (SOW) defines the effort required for providing engineering services in support of the Naval Air Warfare Center Weapons Division (NAWCWD). Tasks associated with this SOW may include:

1.2.1 Program Management which consists of planning, developing presentations/graphics, developing and maintaining programmatic documentation, reporting status, maintaining security requirements, and supporting process improvement.

1.2.2 Systems Engineering which consists of studies and analyses; design; development; integration; test; documentation; maintenance; and field engineering support of hardware, software, and firmware.

1.3 Programs to be supported include:

EA-6B Avionics (Improved Capability (ICAP) II (Blocks 82, 89, 89A), 2<sup>nd</sup> Embedded Global Positioning System/Inertial Navigation System (GPS/INS) (EGI), and ICAP III)  
 Tactical EA-6B Mission Support (TEAMS) System  
 Tactical Aircraft Mission Planning System (TAMPS)  
 Joint Mission Planning System (JMPS)  
 Multi-mission Advanced Tactical Terminal (MATT)  
 Improved Data Modem (IDM)  
 USQ-113  
 Airborne Electronic Attack (AEA)  
 MIDS  
 Link 16 Test  
 Link 16 Electronic Warfare Implementation  
 JAMMER Transmitter Development

1.4 Other weapon systems and subsystems to be supported include:

EW related system trainers, simulators, radar airborne equipment, radar support equipment, and ground support equipment,

Mission Planning systems

Intelligence Support Systems

EA-6B Data Link

Aircraft radio subsystems

Communication receivers and Jammers

1.5 Support for multiple sites, including direct Fleet support, will be required. Sites may include but are not limited to:

Naval Air Station, Whidbey Island, Washington

Marine Corps Air Station, Cherry Point North Carolina

Naval Air Warfare Center Weapons Division, Point Mugu, California.

Naval Air Warfare Center Aircraft Division, Patuxent River, Maryland

Naval Air Depot, NAVAIRDEPOT Jacksonville, Florida

Naval Air Station, Jacksonville, Florida

Naval Air Warfare Center Training Systems Division, Orlando, Florida

## **2.0 APPLICABLE DOCUMENTS**

2.1 The following documents are applicable to this Statement of Work to the extent specified herein.

### **2.1.1 Military Standards.**

MIL-STD-498D, 05 December 1994 (As guidance only)

MIL-STD-961E, 01 August 2003, Standard Practice for Defense Specifications

MIL-PRF-49506, 11 November 1996, Logistics Management Information

MIL-STD-6016B, 01 August 2002 Department of Defense Interface Standard Tactical Digital Information Link J Message Standard

### **2.1.2 Instructions and Guides**

Test and Evaluation management Guide, March 1998

NAVAIR 00-25-300, 1 October 1997, Technical Directives Systems

MIL-HDBK-61A, 07 February 2001, Configuration Management Guidance

NAWCWD 3432.1A, 13 July 1999, Operations Security

OPSPEC-516.2 Operational Specification 516.2 (OPSPEC-516.2) NCTSI Change 2, March 2000

NAVAIRINST 4355.19B, 25 June 2003, Systems Engineering Technical Review

### **2.1.3 Industry standards**

SOFTWARE DEVELOPMENT AND DOCUMENTATION IEEE/EIA 12207.0, IEEE/EIA 12207.1 AND IEEE/EIA 12207.2,

Engineering Drawing Practices, ASME Y 14.100M

## **3.0 REQUIREMENTS**

### **3.1 PROGRAM MANAGEMENT**

3.1.1 The government will provide the specific technical documentation, guidelines and delivery requirements under individual task orders. The tasking identified in SOW paragraph 3.0 REQUIREMENTS will be in support of those platforms, systems and subsystems identified in paragraphs 1.2 through 1.6. The work required by this contract shall be performed as defined and ordered by individual task orders. When ordered under individual task orders, the contractor shall provide the following technical support:

3.1.2 The contractor shall develop and maintain plans, milestone charts, reviews, analyses, evaluations, and recommendations, which will provide the technical and scientific evidence necessary to facilitate program development decisions. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.1.3 The contractor shall develop technical engineering and presentation graphics and other visual aid requirements as defined in individual task orders. The contractor will be required to develop and present visual aids reflecting the status of assigned tasks. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.1.4 The contractor shall develop, review and maintain programmatic documentation. Individual task orders will provide technical guidance and CDRL Item development and submittal instructions. Documentation shall include:

- Software Life-Cycle Management Plan
- Software Support Transition Plan
- Tactical Software Support Plan
- Software Support Requirements Analysis
- Quarterly Program Reports
- Program/Technical Reports
- Formal and informal Training Plans
- Integrated Schedules
- Procedures and Processes
- Logistics Requirements and Funding Summary

3.1.5 The contractor shall develop and maintain the following types of reports in accordance with the basic Contract Data Requirements List (CDRL):

- Progress, Status and Management
- Financial and Cost

3.1.6 The contractor shall submit a request for travel in support of this contract as defined in individual task orders. Each request will be submitted in advance (a minimum of 1 week) to the government Contracting Officer's Representative (COR) for approval. Each travel request will minimally consist of:

- Date of Request
- Task order number
- Employee(s)
- Date and duration of proposed travel
- Purpose of travel
- Destination
- Cost estimate (airfare, per diem, car rental, miscellaneous expenses)
- Total travel allowance on the task order
- Total travel cost expended to date
- Approval signatures

3.1.7 The contractor shall attend and host technical meetings for the purpose of gathering or presenting data or providing field engineering support as defined in individual task orders. Meetings will be held at Department of

Defense (DOD) activities and contractors facilities and support any or all approved programs and projects including the following:

Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.1.8 The contractor shall attend meetings where classified information will be discussed. In addition, the contractor may have access to and utilize classified reference documentation. The purpose of the discussions and utilization of classified documentation is to provide background and supporting data, such as functionality and compatibility requirements and intended use. Limiting distribution statements will be used in accordance with MIL-STD-1806 "Marking Technical data Prepared by or for the Department of Defense" 1 February 1990.

## 3.2 SYSTEMS ENGINEERING

3.2.1 Engineering Services: The contractor shall provide systems engineering support, in accordance with NAVAIR Systems Engineering Guide, for existing, future, and proof of concept systems. Systems engineering includes design, development, fabrication, integration, test, evaluation, operation, repair, maintenance, and documentation of hardware, software, firmware updating and creating new engineering drawings for the laboratory and avionic systems. The EW laboratory cognizant Security Manager is authorized to grant "Need-to-Know" approval and to provide security guidance and assistance on all matters relating to the safeguarding and control of national security information. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.2 Software Engineering. The Contractor shall provide software engineering support to include research, development, integration, test, evaluation, proof of concept development, and analysis of software and tools. Software shall be developed to support Government efforts related to development of software prototypes, to evaluate alternative solutions and implementations for specific Intelligence, Information, Imagery, Electronic Warfare (EW) and Mission Support systems and equipment, or to create support environments or support data necessary to model, simulate or evaluate test results. The Contractor shall integrate the developed software into the specified systems environment, including delivery of necessary hardware to the appropriate laboratory, such as hardware modified by the contractor, and prototypes developed by the contractor. The Contractor shall follow software development guidelines using applicable Government or industry standards such as MIL-STD-498 and the EA-6B IPT/WSSA Software Development Procedures, as specified in individual task orders.

3.2.2.1 Process Improvement: The contractor shall optimize software development utilizing the Software Engineering Institute's (SEI) Software Capability Maturity Model (SW-CMM) and/or Software Development And Documentation IEEE/EIA 12207.0, IEEE/EIA 12207.1 AND IEEE/EIA 12207.2, as specified in individual task orders.

3.2.3 On-Call Field Engineering Support: The contractor shall provide field technical support on an "on call" basis for the purpose of system installation, maintenance, troubleshooting and repair as specified in individual task orders.

3.2.4 Testing: The contractor shall plan, prepare and upon written Government approval conduct tests, experiments, system simulations, and demonstrations. The contractor shall evaluate test plans to ensure consistency with systems specifications, including requirements traceability and ensure that testing is conducted as specified in each task order. The contractor shall conduct tests to verify and validate compliance with system specifications. The contractor shall provide support of aircraft system test in Development Test and Operational Test (DT/OT) environment. The contractor shall support system acceptance testing as defined in individual task orders.

3.2.5 Studies and Analyses: The contractor shall provide design trade-off and risk assessment studies. Operations, organization, hardware, software, and support will be considered. System analysis will include time and sensitivity analyses. Technology validation experiments and/or prototyping hardware and software will be identified

as appropriate. The contractor shall provide recommendations on the most cost-effective approach to systems development and maintenance through its life cycle. Those areas for application of state-of-the-art methodologies, including Commercial-off-the-Shelf (COTS) and Non-Developmental Item (NDI) will be identified which will provide the highest payoff in system performance, cost, reliability, and maintainability. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.5.1 The contractor shall review, evaluate, and verify that developed system, subsystem, configuration item, and support equipment specifications meet the required technical adequacy as defined in individual task orders. The contractor shall develop and deliver the results of the evaluation in accordance with the instructions provided in individual task orders.

3.2.6 Requirements Definition: The contractor shall support requirements definition by: (1) conducting studies and analyses to develop system concepts, including functionality and performance requirements for existing, upgraded, and new systems; (2) identifying life cycle support requirements; (3) defining interface requirements; and (4) preparing requirement and functional baseline specifications, plans and documents. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.7 Software Requirements Support: The contractor shall perform Software Requirements Analyses which define and analyze a complete set of functional, performance, interface, operators, and qualification requirements for each Computer Software Configuration Item (CSCI). The requirements discussed shall be derived from the System or Segment Specification or other comparable requirement document as defined in individual task orders. Individual task orders will provide CDRL item development and submittal instructions.

3.2.7.1 The contractor shall develop; in accordance with individual task orders, a top-level, detailed, and/or lower level modular design for each CSCI. A detailed design of each CSCI shall be generated. Individual task orders will provide CDRL item development and submittal instructions.

3.2.7.2 The contractor shall code integrate and test each unit within the detailed design. Coding will be in accordance with the standards provided in individual task orders. Informal unit testing will be in accordance with the applicable Software Test Plan as defined in individual task orders.

3.2.7.3 The contractor shall: (1) verify designated computer software requirements and computer program/hardware interface requirements against the existing hardware and software requirements and any hardware and software modifications that occur throughout the period of performance; (2) evaluate computer program design as it develops; (3) verify coding to ensure that any changes do not adversely affect performance; (4) perform independent CSCI level tests in accordance with test plans as approved or generated by the Government for each CSCI; (5) evaluate the software test programs in order to ensure that they meet the current software configuration; and (6) provide post test analyses. The contractor shall identify conflicting, not testable, ambiguous requirements affecting software functions, as well as inadequate software data requirements. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.7.4 The contractor shall, as defined in individual task orders, verify portions of the software by conducting independent testing, code analysis, algorithm analysis, and review of the test procedures and results. Software portions may include areas critical to safety, equipment selection, mission critical performance, development schedule, and supportability. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.8 Software Support: The contractor shall support enhancements and corrections to developed software using the WSSA software development process through the use of Software Trouble Reports (STRs), Software Change Requests (SCRs), Software Change Proposals (SCPs), Discrepancy Reports (DRs). The contractor shall participate in software design reviews; test readiness reviews, audits, code walk-throughs, working group meetings, and monitor qualification tests. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.8.1 The contractor shall enter STRs, SCRs, SCPs, and DRs into the government tracking system and update status throughout the investigation and resolution process. The contractor shall process these reports by conducting a preliminary engineering investigation to: (1) confirm that a change request is truly a new requirement or confirm that a reported problem is repeatable, and is in fact a software deficiency, not merely a symptom of a hardware malfunction, improper operation procedure or maintenance action; (2) confirm the problem has not been previously reported; and (3) determine technical approaches to solving the problem or implementing the enhancement; and (4) provide impact analyses for each approach. Based on the results of the preliminary engineering investigation, the contractor shall prepare a preliminary SCP for SCRs and STRs to be processed through internal review, Technical Review Board (TRB), Software Change Review Board (SCRB) and the SCP Review. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.8.2 The contractor shall develop the correction for the DR or approved software change proposed in the SCP. Developing the correction or approved software change may include detailed software design, coding, debugging, and testing. The SCP may be supported with marked-up requirements documents, specifications, and software design documentation in accordance with the instructions provided in individual task orders.

3.2.8.3 The contractor shall support the testing of SCPs by developing test procedures, supporting the test, and documenting the results. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.6.4 The contractor shall propose engineering solutions for assigned problems, including source code, object files, command procedures in accordance with the guidance provided in individual task orders. Individual task orders will provide CDRL item development and submittal instructions.

3.2.8.5 The contractor shall code and debug software changes to implement the approved engineering solutions. Software, including source and load files will be delivered in accordance with the requirements specified in individual task orders. Software languages may include CMS-2M, TDY-43 assembly, 8080 family assembly, FORTRAN, PLM, PASCAL, C++, ADA and "C". The software delivered will be error free, loadable and able to run on the applicable system. The contractor shall provide redlined change pages for specifications and user documentation impacted by each engineering solution. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.8.6 The contractor shall conduct problem investigation and analysis on Operational Flight Programs (OFPs) and Mission Support Programs (MSPs), and databases to identify deficiencies. The contractor shall provide the results of the analysis and the proposed engineering solutions in written problem investigation reports as defined in individual task orders.

3.2.9 Engineering Change Proposals (ECPs) and Technical Directives (TDs): The contractor shall develop or evaluate Technical Directives, and ECPs to establish requirements, testability, and technical merit. The contractor's evaluation will include risk assessment and recommendations for acceptance or rejection. The contractor shall track all ECPs in accordance with the instructions provided in individual task orders. Individual task orders will provide CDRL item development and submittal instructions.

3.2.10 Documentation: The contractor shall develop and maintain system documentation The contractor will revise or update documentation in accordance with DOD and Military standards it was created under. (DOD-STD-1679A, DOD-STD-2167A and MIL-STD-498) such as:

- Functional Operational Specification (FOS)
- Interface Design Specification (IDS)
- Program Performance Specification (PPS)
- Program Design Specification (PDS)
- Software Design Document (SDD)
- Interface Design Document (IDD)
- Software Requirements Analysis (SRA)

Systems/Segment Specification (SSS)  
Independent Verification and Validation (IV&V) Plans  
Test Plans and Procedures  
Configuration Management Plans  
Software Development Plans  
System Requirements Specifications (SRS)

Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

**3.2.11 Data Management:** The contractor shall provide data management support that includes the identification and control of programmatic documents. This involves the identification, coordination, collation, validation, integration, control of data requirements, planning for the timely and economical acquisition of data, ensuring the adequacy of acquired data for its intended use, and management of data assets after receipt. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

**3.2.11.1** The contractor shall check the data for completeness, verify page count, and provide quality assurance review of format. The contractor shall support the distribution of data (including change pages), monitoring of storage, retrieval, and disposal of data. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

**3.2.11.2** The contractor shall enter data elements into an automated Data Management tracking system. The contractor shall maintain the database and generate reports. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

**3.2.12 Configuration Management:** The contractor shall provide recommendations on configuration management requirements defined in individual task orders. The contractor shall develop, update, and implement the plans, procedures, and actions for identifying, controlling, and verifying the technical aspects of acquisitions. Procedures will be established to: (1) identify and assure the integrity of documentation for the functional and physical characteristics of each Hardware Configuration Item (HWCI) and CSCI; (2) control the changes to the HWCI and CSCI characteristics; and (3) record and report the processing of changes and the status of their implementation. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

**3.2.12.1** The contractor shall: (1) assess the impact of changes to system configuration item specification; (2) determine if configuration item identification conforms to the functional interfaces established by system engineering; (3) ensure that configuration items are physically and logically compatible and can be operated and supported as intended; (4) assess the impact of changes; and (5) perform documentation traceability. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

**3.2.12.2** The contractor shall upgrade and maintain an automated configuration management and tracking database. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

**3.2.13 Communications Support.** The contractor shall design and develop software and support tools to support the integration and maintenance of data, voice, and image link communication systems and tactical data broadcasts. Link protocols will include AFAPD, IDL, CNR, VMF, TACFIRE, MTS, and Link 16. Tactical data broadcasts will include TRAP, TADIXS-B, and TIBS. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

**3.2.14 Communications Jamming Support.** The contractor shall design and develop software and support tools to support the USQ-113 jamming of threat communication systems. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

### **3.3 LOGISTICS ENGINEERING SUPPORT**

3.3.1 **Technical Publications Support.** The contractor shall prepare technical publication revisions and new technical publications including technical drawings, lists, and instructions in accordance with the technical guidance and CDRL item development and submittal instructions provided in individual task orders.

3.3.2 **Review of Logistics Data.** The contractor shall review and comment on logistics documentation, technical publications, data and reports in accordance with the technical guidance and CDRL item development and submittal instructions provided in individual task orders.

#### 4.0 DELIVERABLES

4.1 The contractor shall deliver data in accordance with the individual task orders.

4.2 Contract basic CDRLs:

A001	Contractor's Progress, Status and Management Report
A002	Technical Report - Study/Services
A003	Conference Agenda
A004	Conference Minutes
A005	Revisions to Existing Government Documents
A006	Design Review Data Package
A007	Test/Inspection Report
A008	Test Procedure
A009	Computer Software Product End Item
A00A	Presentation Materials
A00B	Scientific & Technical Report
A00C	Technical Manuals
A00D	Data Accession List (DAL)

#### 5.0 GOVERNMENT FURNISHED PROPERTY, GOVERNMENT FURNISHED DATA

5.1 Government furnished property and data when required will be provided under the individual task orders and will be returned to the government when no longer required for performance of this contract or when requested by the cognizant government representative.

#### 6.0 SECURITY

6.1 Access to Top Secret may be required in performance of the contract. All work shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) and the contract-associated DD-254. Individual task orders will provide technical guidance.

#### CLAUSES INCORPORATED BY FULL TEXT

##### C.02 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information, when applicable:

- (1) Identification of Elements

- (i) Title (“Level of Effort, Progress and Status Report”)
- (ii) Contract, Invoice and Control Numbers
- (iii) Contractor’s Name and Address
- (iv) Date of Report
- (v) Reporting (invoicing) Period
- (vi) Name of Individual Preparing Report
- (2) Description of Elements
  - (i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.
  - (ii) Results obtained relating to previously identified problem areas.
  - (iii) Deliverables completed and delivered.
  - (iv) Extent of subcontracting and results achieved.
  - (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
  - (vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals \* utilized and the amount of labor hours expended by each.
  - (vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
  - (viii) Materials and other direct cost items expended in performance of the contract during the reporting period.
  - (ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.
- (b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
- (c) Distribution of the report shall, as a minimum, be one (1) copy to the Contract Administration Office and one (1) copy to the Contracting Officer’s Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

#### **C.15 UNCOMPENSATED OVERTIME/COMPETITIVE TIME REPORT**

If the contractor proposed the use of uncompensated overtime/competitive time, the contractor shall submit a monthly report which provides:

- (a) The number of uncompensated hours incurred, by individual; and
- (b) A description of the tasks performed during the uncompensated hours. One copy shall be submitted to the Contracting Officer's Representative.

#### **C.18 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS**

(a) The contractor shall segregate costs incurred under this contract at the lowest level of performance, either by tasks or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries or work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

(b) When there is more than one line of accounting, the Government will ascribe each ACRN preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

- (c) Invoices shall contain the following cost elements by schedule and include supporting detail.

(d) Invoice summary for current billing period and cumulative.

(Schedule A) - Direct Labor	\$
(Schedule B) - Material	\$
(Schedule C) - Travel	\$
(Schedule D) - Other Direct Charges	\$
(Schedule E) - Indirect Charges	\$
(Schedule F) - Adjustments	\$ _____
TOTAL	\$ _____

(Schedule G) - Outstanding Commitments

**Schedule A - DIRECT LABOR**

Period Covered	Cumulative					
00-00-00	\$000					
Employee Labor Identifier	Labor Category	Hours Worked	Unburdened Off-site	Burdened **On-site	Total Hours	Costs
_____	_____	\$ _____	\$ _____	\$ _____	*Rate	*Rate
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>						

Direct labor rates shall be reported as both fully burdened and unburdened rates for the current period. The unburdened rate shall not include indirect costs, and shall reflect the actual rate paid. The cumulative period shall only reflect the fully burdened direct labor costs.

\*\*On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

**Schedule B - MATERIAL**

\* Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

**Schedule C - TRAVEL**

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they should be retained and are subject to review.

**Schedule D - OTHER DIRECT CHARGES**

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

**Schedule E - INDIRECT CHARGES**

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract close-out.

**Schedule F - ADJUSTMENTS**

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments shall pertain to prior fiscal years shall be invoiced separately.

**Schedule G - OUTSTANDING COMMITMENTS**

Any authorized expenditures that remain unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in this section.

(e) Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim or will the Navy pay for direct costs associated with preparation of an invoice.

(f) Program management/support charges are limited to the first level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP must be explained in the proposal with a justification of the specific duties to be performed. The costs shall not be permitted without approval of the contracting officer.

**C.33 CONTRACT DATA REQUIREMENTS LIST**

Item 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 17 May 2004, Exhibit "A" of this contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)**

(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 promptly 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, code and activity of sponsoring individual.

CLAUSES INCORPORATED BY FULL TEXT

**D-TXT-03 PACKAGING AND MARKING OF SHIPMENTS (APR 2002)**

The Contractor shall preserve, package and mark all shipments in accordance with ASTM (American Society of Testing and Materials) D3951-98, Standard Practice for Commercial Packaging.

**D-TXT-04 CLASSIFIED MATTER (APR 2002)**

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

**E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION) (APR 2002)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	POP 12-JAN-2005 TO 11-JAN-2010	N/A	N/A FOB: Destination
0002	POP 12-JAN-2005 TO 11-JAN-2010	N/A	N/A FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)**

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT LINE DESCRIPTION	QUANTITY ITEMS
TOTAL	_____	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

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

(a) The contract shall commence on contract award date and shall continue sixty months. 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.

#### **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) Contract Specialist, Code 254300E, 575 I Avenue, Suite 1, Point Mugu, CA 93042.

(2) Contracting Officer's Representative – Cara Diehl, Code 41130EE, 575 I Avenue, Suite 1, Point Mugu, CA 93042

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: See individual task order.

**F-TXT-08 SHIPPING INSTRUCTIONS (POINT MUGU)**

SHIP TO: NAVAL BASE VENTURA COUNTY (NBVC)

Receiving Officer, Code N41VW/BLDG 65

N68936-05-D-0007

Point Mugu, CA 93042

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

Receiving dock hours are from 0800 to 1530, Monday through Thursday excluding holidays when the receiving dock will be closed.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Contracting Officer has designated Cara Diehl, 575 I Avenue, Suite 1, Point Mugu, CA 93042, Code 41130EE, 805/989-3413 as the authorized Contracting Officer's Representative (COR) for this contract.
- (b) The duties of the COR are limited to the following: Available upon request.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS,  
LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) ALT II (DEC 1996)**

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address: DCAA Great Lakes Branch, 4455 Genesee Street, PO Box 400, Buffalo, NY 14225
- A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer): Contracting Officer's Representative
- In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).
- (ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.
- (iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 15 calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
- (1) Contract line item number (CLIN).
  - (2) Subline item number (SLIN).
  - (3) Accounting Classification Reference Number (ACRN).
  - (4) Payment terms.
  - (5) Procuring activity.
  - (6) Date supplies provided or services performed.
  - (7) Costs incurred and allowable under the contract.
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

- (e) A DD Form 250, "Material Inspection and Receiving Report",  
[ ] is required with each invoice submittal.  
[ ] is required only with the final invoice.  
[X] is not required.
- (f) A Certificate of Performance  
[ ] shall be provided with each invoice submittal.  
[X] is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/ SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999)**

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to DCMC Buffalo, Dulski Federal Building, Room 1103, Buffalo, NY 14202.

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows: Pursuant to the instrument of assignment, dated (N/A), make payment of this invoice to N/A.

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

**5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)**

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAY 1998)**

(a) Contract Administration Office.

- (1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:  
DCMC Buffalo  
Dulski Federal Building  
Room 1103  
Buffalo, NY 14202

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: NONE

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Systems Command shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by Naval Air Systems Command, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below: - Addressed in individual task order.

(c) Paying Office. The disbursing office which will make payments is designated as follows: To be provided at contract award.

(d) Remittance Address. The address to which payments should be mailed by the Government is  
Advanced Information Engineering Services, Inc.  
PO Box 75519  
Baltimore, MD 21275

**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: franc.smith@ai-engsvcs.com

**G-TXT-04 APPOINTMENT OF ORDERING OFFICER(S) (APR 2002)**

(a) The following activity is designated as the authorized Ordering Officer: Naval Air Warfare Center Weapons Division, Point Mugu, CA 93042

(b) The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

**G-TXT-06 SECURITY ASSIGNMENT (APR 2002)**

Defense Security Service, Crystal Plaza 5, 2211 South Clark, Suite 1100, Arlington, VA 22202 is hereby assigned administrative responsibility for safeguarding classified information.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

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

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(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 45 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.

**252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**

(a) The Contractor shall provide an annual report --

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JULY 2003)**

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. For questions regarding the site, you may contact the Special Assistance Desk at (215) 697-2179. Requests may also be made by FAX and must contain each desired AMSDL, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L) and the requestor's complete mailing address. A maximum of one (1) copy of each document will be issued. Requests should be faxed to (215) 697-1462.

**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (DEV) (DEC 2001)**

(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 alternate Friday, then such holiday shall be observed 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 work week 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 work week will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

#### **5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NOV 1999)**

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the ceiling price and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the clause entitled "Disputes".

#### **5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (MAR 1999)**

Upon determination that funds are available, oral orders may be placed providing the following are complied with:

(a) No oral order will exceed \$100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) Contractor will furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with proof of delivery or receipt.

(d) Ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within [insert number of days] working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

**5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)**

(a) The following activity is designated as Ordering Officer: Naval Air Warfare Center Weapons Division, Point Mugu, CA.

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience of Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$[insert dollar threshold], the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and

(vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 7 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 7 working days from the time of the oral communication amending the order.)

#### **5252.227-9501 INVENTION DISCLOSURES AND REPORTS (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 7710000E

Naval Air Warfare Center Weapons Division

575 I Avenue, Suite 1

Point Mugu, CA 93042

(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.

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

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

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) 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 (MAR 2000)**

(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 food 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.

#### **5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)**

(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 maternity 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 (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.

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

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

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

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

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

(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: Contracting Officer, 575 I Avenue, Suite 1, Point Mugu, CA 93042; 805/989-1943

**H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (APR 2002)**

(a) The Contracting Officer has designated:

Name: Cara Diehl

Code: 41130EE

Mail Address: 575 I Avenue, Suite 1, Point Mugu, CA 93042

Telephone Number: 805/989-3413

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

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed 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.

**H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)**

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

Name: \*

Code: \*

Mail Address: \*

Telephone Number: \*

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding 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.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer. H.G. Kelley

\* Designated on an order-by-order basis.

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

(a) The Contracting Officer has designated:

Name: Joyce Foca

Mail Address: 22514 McCoy Road, Unit 10, Patuxent River, MD 20670

Telephone Number: 301/757-6580

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.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
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	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
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	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
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	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-14	Rights in Data--General	JUN 1987
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
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
52.237-3	Continuity Of Services	JAN 1991
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
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
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
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.216-8 FIXED FEE (MAR 1997)**

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

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

##### **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award plus sixty months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 man-hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the contract value;

(2) Any order for a combination of items in excess of the contract value; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of period of performance.

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

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

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (\*) or 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.

\* To be negotiated on an order-by-order basis.

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class

Monetary Wage-Fringe Benefits

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**52.248-1 VALUE ENGINEERING (FEB 2000)**

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions.

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	25	25
Incentive (fixed-price or cost)(other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement ([includes cost-plus-award-fee; excludes other cost-type incentive Contracts])	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECF.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECF.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECF (or a subsequent modification issued as soon as possible after any negotiations are completed) shall—

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

*These data, furnished under the Value Engineering clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.*

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

**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): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.farsite.hill.af.mil/](http://www.farsite.hill.af.mil/)

**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.

**Section J - List of Documents, Exhibits and Other Attachments**

<b>ATTACHMENT NUMBER AND TITLE</b>	<b>DATE</b>	<b>PAGES</b>
<b>(1) Contract Security Classification Specification</b>	<b>26 May 2004</b>	<b>23</b>
<b>EXHIBITS</b>		
<b>(A) Contract Data Requirements List (DD1423)</b>	<b>17 May 2004</b>	<b>16</b>



<b>CONTRACT DATA REQUIREMENTS LIST</b> <b>(1 Data Item)</b>					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 <b>A</b>	C. CATEGORY: TDP    TM    OTHER: MISC				
D. SYSTEM/ITEM <b>ENG SERVICES FOR EA-6B</b>			E. CONTRACT/PR NO. <b>N68936-04-R-0047</b>		F. CONTRACTOR <b>TBD</b>		
1. DATA ITEM NO. <b>A002</b>	2. TITLE OF DATA ITEM <b>Technical Report -- Study/Services</b>				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80508A</b>			5. CONTRACT REFERENCE <b>SOW Para. 3.0</b>		6. REQUIRING OFFICE <b>NAVAIRWD CODE 41130EE</b>		
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>SEE BLK 16</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>	14. DISTRIBUTION			
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>SEE BLK 16</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>	a. ADDRESSEE		b. COPIES	
						Draft	
						Reg	Repro
<p><b>Block 9: Distribution statement shall be provided with each TO.</b></p> <p><b>Blocks 10 through 13: Submission shall be as described in each individual Task Order.</b></p> <p><b>Block 14: Codes 210000E and 41130EE, Letter of Transmittal only. Report shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1<sup>st</sup> submittal.</b></p>				SEE BLK 16			
15. TOTAL							
G. PREPARED BY <b>Cara Diehl</b> <b>NAWCWD Code 41130EE</b>			H. DATE <b>040513</b>	I. APPROVED BY 		J. DATE <b>040517</b>	





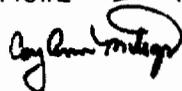




<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>		C. CATEGORY: TDP    TM    OTHER: NDTI			
D. SYSTEM/ITEM <b>ENG SERVICES FOR EA-6B</b>			E. CONTRACT/PR NO. <b>N68936-04-R-0047</b>		F. CONTRACTOR <b>TBD</b>		
1. DATA ITEM NO. <b>A007</b>		2. TITLE OF DATA ITEM <b>Test/Inspection Report</b>			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) <b>DI-NDTI-80809B</b>			5. CONTRACT REFERENCE <b>SOW Para. 3.0</b>		6. REQUIRING OFFICE <b>NAVAIRWD CODE 41130EE</b>		
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>SEE BLK 16</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>	14. DISTRIBUTION			
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>SEE BLK 16</b>	C. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repro
<p><b>Block 9: Distribution statement shall be provided with each TO.</b></p> <p><b>Blocks 10 through 13: Submission shall be as described in each individual Task Order.</b></p> <p><b>Block 14: Codes 210000E and 41130EE, Letter of Transmittal only. Report shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1<sup>st</sup> submittal.</b></p>				15. TOTAL →			
				G. PREPARED BY <b>Cara Diehl</b> <b>NAWCWD Code 41130EE</b>		H. DATE <b>040513</b>	

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
<small>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.</small>										
A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>	C. CATEGORY: TDP    TM    OTHER: NDTI							
D. SYSTEM/ITEM <b>ENG SERVICES FOR EA-6B</b>			E. CONTRACT/PR NO. <b>N68936-04-R-0047</b>		F. CONTRACTOR <b>TBD</b>					
1. DATA ITEM NO. <b>A008</b>	2. TITLE OF DATA ITEM <b>Test Procedures</b>				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) <b>DI-NDTI-80603</b>			5. CONTRACT REFERENCE <b>SOW Para. 3.0</b>		6. REQUIRING OFFICE <b>NAVAIRWD CODE 41130EE</b>					
7. DD 250 REQ <b>DD</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>SEE BLK 16</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION					
8. APP CODE <b>A</b>		11. AS OF DATE <b>SEE BLK 16</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>		a. ADDRESSEE					
<p><b>Block 9: Distribution statement shall be provided with each TO.</b></p> <p><b>Blocks 10 through 13: Submission shall be as described in each individual Task Order. Government has 10 days to review. Updates due not later than 5 days after receipt of Government comments, if any.</b></p> <p><b>Block 14: Codes 210000E and 41130EE, Letter of Transmittal only. Report shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1<sup>st</sup> submittal.</b></p>					b. COPIES					
					Draft		Final			
							Reg	Repro		
15. TOTAL										
G. PREPARED BY <b>Cara Diehl</b> <b>NAWCWD Code 41130EE</b>		H. DATE <b>040513</b>	I. APPROVED BY 		J. DATE <b>040517</b>					



<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188						
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>	C. CATEGORY: TDP    TM    OTHER: ADMN								
D. SYSTEM/ITEM <b>ENG SERVICES FOR EA-6B</b>		E. CONTRACT/PR NO. <b>N68936-04-R-0047</b>		F. CONTRACTOR <b>TBD</b>							
1. DATA ITEM NO. <b>A00A</b>	2. TITLE OF DATA ITEM <b>Presentation Materials</b>			3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ADMN-81373</b>		5. CONTRACT REFERENCE <b>SOW Para. 3.0</b>		6. REQUIRING OFFICE <b>NAVAIRWD CODE 41130EE</b>							
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>SEE BLK 16</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>	14. DISTRIBUTION							
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>SEE BLK 16</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>	a. ADDRESSEE		b. COPIES					
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<p><b>Block 9: Distribution statement shall be provided with each TO.</b></p> <p><b>Blocks 10 through 13: Submission shall be as described in each individual Task Order.</b></p> <p><b>Block 14: Codes 210000E and 41130EE, Letter of Transmittal only. Report shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1<sup>st</sup> submittal.</b></p>				15. TOTAL							
G. PREPARED BY <b>Cara Diehl</b> <b>NAWCWD Code 41130EE</b>		H. DATE <b>040513</b>	I. APPROVED BY 		J. DATE <b>040517</b>						









**CONTRACT DATA REQUIREMENTS LIST**  
**(1 Data Item)**

Form Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>	C. CATEGORY: TDP    TM    OTHER: MGMT			
D. SYSTEM/ITEM <b>ENG SERVICES FOR EA-6B</b>		E. CONTRACT/PR NO. <b>N68936-04-R-0047</b>		F. CONTRACTOR <b>TBD</b>		
1. DATA ITEM NO. <b>A00F</b>	2. TITLE OF DATA ITEM <b>Data Accession List (DAL)</b>		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-81453</b>		5. CONTRACT REFERENCE <b>SOW Para. 3.0</b>		6. REQUIRING OFFICE <b>NAVAIRWD CODE 41130EE</b>		
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>SEE BLK 16</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>	14. DISTRIBUTION		
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				Draft	Final	
				Reg	Repro	
			<b>SEE BLK 16</b>			
15. TOTAL						
G. PREPARED BY <b>Cara Diehl</b> <b>NAWCWD Code 41130EE</b>		H. DATE <b>040513</b>	I. APPROVED BY 			
			J. DATE <b>040517</b>			