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Document Coversheet

Document Description

Contract N68936-07-D-0001

- 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.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
- Exemption (b)(6) Information excised is Personal information which if disclosed would result in an unwarranted invasion of personal privacy.
- Exemption (b)(7) Information excised is investigatory records or information compiled for law enforcement purposes.
- 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.

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

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-A7	PAGE OF PAGES 1 62
2. CONTRACT NO. N68936-07-D-0001	3. SOLICITATION NO. N68936-06-F-0095	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05 Oct 2006	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY CDR NAVICMD CODE 2100000 ATTN: S. LAMBERT (760) 939-7662 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93655-6108		CODE N68936	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE
TEL: FAX: (760) 939-9651		TEL:		FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 03:00 PM local time 30 Oct 2006
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SHALEEN E. LAMBERT	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (760) 939-7652	C. E-MAIL ADDRESS shaleen.lambert@navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR INTEGRITY APPLICATIONS INCORPORATED MICHAEL CAVE 5180 PARKSTONE DRIVE SUITE 200 CHANTILLY VA 20151-3814		CODE 1JSR9	FACILITY
15B. TELEPHONE NO (Include area code) 703-378-8672		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		17. SIGNATURE	
		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$9,886,567.29	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(4) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM Section G	
24. ADMINISTERED BY (If other than Item 7) DCMA VIRGINIA DCMA-GVO 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS PO BOX 182284 COLUMBUS OH 43218-2284 CODE HQ0338
26. NAME OF CONTRACTING OFFICER (Type or print) DEBRA K HARTLEY TEL: (760) 939-2780 EMAIL: debra.hartley@navy.mil		27. UNITED STATES OF AMERICA <i>Debra K Hartley</i> (Signature of Contracting Officer)	
		28. AWARD DATE 21-Dec-2006	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

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

Contracting Officer:

Name: Debra K. Hartley
Phone: (760) 939-2780
DSN: 437-2780
FAX: (760) 939-5694
Email address: debra.hartley@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 21000D (D. HARTLEY – 760-939-2780)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 21000D (D. HARTLEY)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Contract Specialist:

Name: Shaleen Lambert
Phone: (760) 939-7652
DSN: 437-7652
FAX: (760) 939-5694
Email address: shaleen.lambert@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 21000D (S. LAMBERT– 760-939-7652)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 21000D (S. LAMBERT)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Contracting Officer Representative:

Name: ()
Phone:
DSN:
Email address:

b(6)

U.S. Postal Service Mailing Address:

COMMANDER
CODE 47J400D ()
NAVAIRWARCENWPNDIV
1900 NORTH KNOX ROAD, STOP 6510
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 47J400D ()
NAVAIRWARCENWPNDIV
1900 NORTH KNOX ROAD, STOP 6510
CHINA LAKE, CA 93555-6108

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	C2ISR Support CPFF	67,100	Hours		
<p>The contactor shall provide systems engineering, prototype development, evaluation, and technical assistance support to the Weapons Engagment Office (WEO) and Naval Air Systems Command, Naval Air Warfare Center Weapons Division (NAVAIRWD). Engineering and technical services obtained hereunder will be applied to the design, development, testing, and integration of Navy and National Community-sponsored processing, precision targeting, geospatial visualization and exploitation systems in accordance with the Performance Work Statement (PWS) contained in Section C.</p> <p>FOB: Destination</p>					
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">b(4)</div> <hr style="width: 100%;"/> \$9,886,567.29

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Contract Data Requirement List	1	Job		NSP
<p>Data in accordance DD FORM 1423-1, Exhibit A.</p> <p>FOB: Destination</p>					

Not Separately Priced

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The level of effort estimated to be ordered during the term of this contract is 67,100 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 total man-hours of direct labor per year are:

Year 1	Year 2	Year 3	Year 4	Year 5	Total
13,020	13,220	13,420	13,620	13,820	67,100

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

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

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

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

(d) Completion 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) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

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

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

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

(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. 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 under run, 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 understanding 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.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Engineering and Technical Support for the Development, Testing, and Evaluation of Command and Control, Intelligence, Surveillance, and Reconnaissance (C2ISR) Systems

1.0 BACKGROUND

The Weapons Engagement Office (WEO) in the Weapons and Energetic Materials Department of the Naval Air Systems Command, Naval Air Warfare Center Weapons Division (NAVAIRWD) 470000D supports Department of Defense (DOD) Agencies and Programs by providing technical assistance and systems engineering in the development, testing, and fielding of future Command and Control, Intelligence, Surveillance, and Reconnaissance (C2ISR) systems. The range of support provided extends from evaluation of alternatives and initial engineering design to operational deployment of systems that provide image intelligence (IMINT), communications intelligence (COMINT), signal intelligence (SIGINT), and/or measurement and signature intelligence (MASINT) services to the warfighter. The WEO serves as a focal point for defining system requirements, system design and integration, prototype development, and testing and evaluation for Programs fielding C2ISR systems or components that support or derive ISR products. This acquisition is a follow-on to Contract N68936-06-C-0022. The tasks described in this Performance Work Statement (PWS) will provide systems engineering, prototype development, evaluation, and technical assistance support to the WEO and NAVAIRWD through specifically experienced and uniquely qualified personnel. Engineering and technical services obtained hereunder will be applied to the design, development, testing, and integration of Navy and National Community-sponsored processing, precision targeting, geospatial visualization and exploitation systems.

1.1 Performance Based Task Order Contract

The Government anticipates that approximately 80% of the Task Orders executed under the contract will be performance based and contain objective measures to be used as part of the performance evaluation process. Each Task Order will provide criteria to measure satisfactory contractor performance. Contractor performance measures will be based upon metrics collection processes applicable to the Task Order, other customer Code processes and performance measures, or performance measures specifically tailored to the Task Order product and service deliverables.

2.0 SCOPE

As identified in each performance based Task Order issued by the Government, the contractor shall provide the following technical support:

- a) Systems and software engineering services to the WEO, NAVAIRWD, and other DOD components in supporting the development, integration, testing and fielding of C2ISR systems. Services to be provided under this PWS will include System/Program Management, Technical Support, Systems Engineering and Integration, Software Engineering, System Test and Evaluation, and Fleet Operations and Liaison activities.
- b) Engineering and integration activities to enable resolution of a broad range of issues that will affect Navy and Joint Service intelligence and targeting system requirements. This effort requires expert technical capability and experience plus a current working familiarity with Navy and Joint C2ISR systems, issues, and processes.
- c) Systems design, prototype development, and integration to enable development of requirements and systems associated with the tasking, posting, processing, and use of national and tactical imagery and derived products. Comprehensive knowledge and extensive experience is required in the areas of Navy and Joint C2ISR systems, interfaces among those systems, as well as National, Joint, and Navy-specific architectural standards, requirements, and limitations.

2.1 Applicable Documents

Applicable documents and technical material (i.e., general requirements documents, reference texts, specific design requirements, and other references) will be defined by individual Task Orders. The following list is a sample of applicable documents and technical material that may be included in Task Orders.

Specifications, guides and handbooks

The following documents are relevant to C2ISR software requirements:

Global Command and Control System – Joint (GCCS-J) Block V Developers Handbook 25APR05 Version 1

Common Operating Environment (COE) Integration and Runtime Specification (I&RTS) Version 4.3 OCT03

Common Operating Environment (COE) System Integrator's Guide (SIG) Version 1.0.2.0 1MAR04

Common Operating Environment (COE) Segment Developer's Guide (SDG) Version 1.0.1.0 1MAR04

Other documents, drawings and publications

MIDB, ITS, and ICSF Application Program Interface Reference Manual (APIRM)

Rapid Attack Information Dissemination and Execution Relay (RAIDER) External Software Interface Control Document (ICD) Version 0.05 12MAY04

3.0 REQUIREMENTS

The contractor shall provide systems engineering, software engineering, and technical services to support the design and development of C2ISR components and systems. Activities to be performed under this task are described in the following paragraphs.

Contractor Program Management, Reporting, and General Performance Requirements

3.1 Monthly Progress Report

The contractor shall establish and maintain a management system for controlling cost, schedule, and performance using such tools as work breakdown structure (WBS), project scheduling software (e.g., Microsoft Project), briefing tools, cost performance reports, and/or others, as appropriate. The contractor shall provide Monthly Progress Reports for each Task Order, outlining work accomplished, problems encountered, problems solved, trip report(s), items delivered, and current schedule. Task Order requirements may specify additional reporting items. Project Management efforts and project status will be summarized in monthly reports. (CDRL A001)

3.1.2 Monthly Task Order Expense Status Report

The contractor shall prepare and submit a monthly Task Order Expense Status Report reflecting Task Order status relative to expense of dollars and labor hours. The Report shall reflect the contractor's "best estimates" of actual dollars and labor hours expended through the end of the previous month, and projections of monthly "burn rate," "stop work" date, and variances from expected expense plan. (CDRL A002)

3.1.3 Task Order and Contract Summary Report

The contractor shall prepare and submit a monthly Task Order and Contract Summary Report. The Report shall provide financial and labor hours data for each Task Order and contract cumulative. (CDRL A003)

3.1.4 Contract Direct Labor Expenditure Report

The contractor shall submit a Contract Direct Labor Expenditure Report identifying the percentage of direct labor dollars expended by the Prime and Subcontractors (CDRL A004).

3.1.5 Average Labor Cost Hourly Rate Report

The contractor shall submit an Average Labor Cost Hourly Rate Report documenting the current unburdened direct labor rates for Government use in estimating future costs (See Exhibit A, CDRL A005).

3.1.6 Technology Assessment

As a team member of the WEO, NAVAIRWD, the contractor shall provide technical assessment of new technology, program plans, and/or technical briefings and programmatic management in support of the Chief of Naval Operations (CNO), OPNAV and other Government agencies. The contractor shall participate in program management and planning meetings, program integration and coordination forums, attend program reviews, provide representation and support to external organizations, and report on program development and/or working groups. Program Management efforts applied will be summarized in memoranda and/or monthly reports that will describe activities conducted, report on actions or minutes taken and provide recommendations for Government consideration and possible actions. (CDRL A001).

3.1.7 Planning, Programming, and Budgeting

As a team member of WEO, NAVAIRWD, the contractor shall provide analysis of requirements and financial resources necessary to acquire, maintain, and support C2ISR systems. This task will include the preparation of Program Objective Memorandum (POM) submissions to the Chief of Naval Operations (CNO), preparation of plans for program development efforts, preparation of technical inputs to the Congressional Justification Book (CJB), and development of plans for execution of current and future year resources. Tasking will not include the determination of budget policy, guidance, and strategy. Documentation resulting from these tasks will be provided to the government incrementally during the contract period of performance (CDRL A006).

3.1.8 Congressional, DoD, and Other Queries

The contractor shall assist in preparation of responses to information requests from government, media, and commercial entities that relate to C2ISR system programs being developed and/or fielded. These responses may be in the form of point papers, briefings, and electronic mail messages. Tasking will not include the drafting of Congressional testimony, responses to Congressional correspondence, or agency responses to audit reports from Inspector General, the General Accounting Office, or other Federal audit agency. Documents will be provided to the government along with monthly progress and status reports (CDRL A001) or as technical reports (CDRL A006).

3.1.9 Technology Briefings and Demonstrations

The contractor shall prepare briefings that support prototype demonstrations, system evaluations, and/or development plans. These will consist of executive briefings at contractor development sites, briefings at Navy training centers, briefings to visiting dignitaries, acquisition program offices, and at meetings, conferences, and symposia. Content of these briefings and descriptions of demonstrations will be provided to the government incrementally during the Task Order period of performance (CDRL A006).

3.1.10 Cost Estimation

The contractor shall provide expert and independent cost estimation subject matter expertise to facilitate cost estimation and cost analysis processes related to C2ISR collection, processing, or ground station systems. Experience and expertise in working with the CMS Cost Analysis Improvement Group (CAIG) and especially the DoD CAIG will be required. Cost estimation and cost analysis results shall be documented and provided as technical reports (CDRL A006).

3.2 Technical Representation

The contractor shall provide technical services to developmental, tactical and operational working groups as a member of the WEO, NAVAIRWD. In the provision of these services, the contractor shall participate in government meetings, advisory groups, working groups, and technical conferences. The contractor shall perform investigations and prepare materials associated with resulting findings for presentation at meetings. These materials and/or findings will be attached to, or summarized in monthly reports (CDRL A001) or as individual contractor formatted reports and presentations (CDRL A006).

3.2.1 System Evaluations and Assessments

The contractor shall test and evaluate candidate systems, components, and algorithms to assess their suitability for implementation within the Joint Services C2ISR family of systems. The contractor shall participate in reviews of candidate systems and segments that interface to, or otherwise impact the Distributed Common Ground Station

(DCGS) and/or Carrier Intelligence Center (CVIC) system performance and functions in order to assess system impacts. The contractor shall document capabilities and limitations of evaluated technologies, propose improvements that address limitations of evaluated technologies, and/or propose alternative technical approaches to evaluated techniques and technologies. The contractor shall provide assistance and advice to the government in conducting engineering and programmatic trades and analysis of alternatives for C2ISR systems, payloads, communications, and ground stations as well as for flight and supporting operations. This documentation will be delivered to the government in technical reports during the Task Order period of performance (CDRL A006).

3.2.2 Performance Analysis and Studies

The contractor shall conduct performance analyses and/or review performance analyses provided by external agencies. Areas for analysis may utilize recommendations from the Fleet, Program Offices, and developmental contractors as to the areas of greatest risk for meeting Navy ashore and afloat systems requirements. The contractor shall conduct trade studies, evaluate alternatives and review studies in support of Navy and external agency prototype and operational developmental efforts for C2ISR systems, payloads and ground systems and shall perform studies to determine phenomenology/signature characteristics associated with government-identified target sets. Results of this task will be documented in the technical reports during the Task Order period of performance (CDRL A006).

3.2.3 Concept of Operations (CONOPS) Assessment, Development, and Implementation

The contractor shall assess current CONOPS, proposed changes thereto, and develop proposed refinements to the CONOPS for ashore and afloat C2ISR operations. The contractor will also assess, refine, and document recommendations to CONOPS in support of Tactical Aviation (TACAIR), Tactical Land Attack Missile (TLAM), and Naval Surface Fire Support (NSFS) tactics development. CONOPS documents will be drafted to enhance and define the roles and missions for CVIC and other supporting systems. CONOPS documentation will be provided as technical reports during the Task Order period of performance (CDRL A006).

3.2.4 Photogrammetric Technical Support

The contractor shall provide photogrammetric, geopositioning, and estimation/error propagation technical expertise in evaluating current and proposed IMINT or other systems and algorithms. The contractor shall review documentation to assess progress, provide independent evaluation, and propose alternative approaches and solutions. Applications of interest are expected to include, but not be limited to the Precision Targeting Workstation (PTW), the Joint Targeting Workstation (JTW) and Common Geopositioning Services (CGS), the Digital Precision Strike Suite (DPSS), and the Precision Strike Suite for Special Operations Forces (PSS-SOF).

The contractor shall review and evaluate technologies of interest to the Navy. Examples include automated and semi-automated registration methods and autonomous targeting. The contractor shall offer recommendations for adoption/implementation, and shall provide direct support to the development of novel approaches to geopositioning, particularly those based on sound photogrammetric and error estimation/propagation methods.

The contractor shall assist in defining photogrammetric technical risk areas, proposing risk mitigation solutions, and shall participate with Program Office-defined project management teams to define critical areas for photogrammetric studies.

The contractor shall participate as a member of WEO, NAVAIRWD in the technical review of proposed photogrammetric technologies presented by other government activities or developmental contractors and will advise the government on the viability and feasibility of the approaches proposed. The contractor may not participate in or execute any proposed developmental efforts. The contractor shall, however, provide photogrammetric and technical oversight of developmental progress and compliance with stated project requirements and shall propose technical solutions to encountered and identified problems. Recommendations and reviews will be documented in contractor formatted memoranda provided as attachments to monthly reports (CDRL A001) and/or individual technical reports (CDRL A006).

3.2.5 Validation and Transition

As a team member of WEO, NAVAIRWD, the contractor shall coordinate with external organizations such as the Director of Naval Intelligence (DNI), the National Geospatial-Intelligence Agency (NGA), the National Reconnaissance Office (NRO), the Joint Interoperability Test Center (JITC), the Defense Information Systems Agency (DISA), and other Service agencies to ensure that Navy C2ISR component applications and software services are tested and validated.

The contractor shall coordinate with developers to ensure product quality, validate capabilities, and document CONOPS. The contractor shall coordinate developer access to Government data to support rapid and efficient prototyping, verification and validation of evolving capabilities, and shall provide written reports to developers that document the results of both intermediate and formal validation tests. In order to help ensure successful transition of developed capabilities into appropriate systems, the contractor shall coordinate with NAVAIRWD and Program Offices to monitor developmental activities with external programs. Results of findings will be summarized in monthly reports (CDRL A001).

3.2.6 Product Chain Analysis

The contractor shall provide Product Chain Analysis (PCA)/Image Chain Analysis (ICA) technical expertise in evaluations of current and proposed space-based, theater, and tactical ISR systems, focused on quality assurance of the ISR end products. The contractor shall extrapolate beyond specifications and requirements documentation to generate performance predictions, validate system capabilities, perform development verification, and to insert advance technologies. In the performance of these tasks, the contractor shall provide information, modeling and simulation, and analysis in the areas of sensor tasking, scheduling, collection, production, extraction and fusion, as they relate to and impact overall product quality.

The contractor shall provide PCA/ICA skills associated with system design, such as concept development, design trades, requirement allocation, and algorithm development; analysis, such as quality, geolocation, capacity, and timeline assessments, verification, and issue resolution; and ISR system operation, such as calibration, anomaly resolution, performance assessment, and enhancement. Additionally the contractor will provide expert PCA/ICA technical services related to future ISR sensor trends, such as persistence; timeliness; wide area, multi-mode, and cross-platform collections; sensor cross-cueing; Horizontal Integration; and adaptable, scalable, modular, and open architected sensor architectures. Documentation may be in the form of briefings, white papers, memoranda (CDRL A006), and/or provided in conjunction with monthly reports (CDRL A001).

3.3 Systems Engineering and Integration

The ongoing development of the Distributed Common Ground Station (DCGS) family of systems (FoS) Task, Process, Post, and Use (TPPU) concept is resulting in the development of new tactical requirements, maturation of advanced prototyping concepts, and the need for rapid integration and demonstration of new capabilities within the DCGS FoS. The contractor shall conduct engineering studies and analyses that address fusion of air, ground, fixed, manned, and unmanned C2ISR sensors in support of target detection, classification, and identification efforts.

In support of these goals, the Contractor shall provide the subject matter expertise and detailed systems understanding essential to successful development and fielding of the DCGS family of systems. The contractor shall analyze lessons-learned collected during DCGS and Naval Fires Network (NFN) prototyping on operational ships, collect, collate and analyze Fleet operational feedback on DCGS and/or other prototypes, and document feedback to the development and acquisition community. Documentation will be provided in briefings, white papers, memoranda (CDRL A006), and/or provided in conjunction with monthly reports (CDRL A001).

3.3.1 Requirements Analysis

As a team member of WEO, NAVAIRWD, the contractor shall assist the WEO, the CNO, and OPNAV in the identification and implementation coordination for validated requirements with responsible resource sponsors, external Program Offices, and Fleet Integrated Process teams. Requirements identified and validated will be documented and provided in technical reports (CDRL A006).

3.3.2 Interface Identification, Design, and Control

The contractor shall evaluate the definition, design, and validation of interfaces required by DCGS and other C2ISR system components. Expertise will be provided through evaluation of emergent exploitation and strike warfare technologies as they apply to enterprise architectures. The contractor shall assist the government in ensuring that C2ISR system vehicle and payload providers properly document interfaces in ICDs and that effective configuration

of those ICDs are maintained. Recommendations for interface design and validation requirements will be provided in monthly reports (CDRL A001) or by technical memoranda (CDRL A006).

3.3.3 Architecture Design and Validation

As a team member of WEO, NAVAIRWD, the contractor shall assist engineers at NAVAIRWD, the CNO and OPNAV staff in the definition, design, validation and migration of system capabilities into the DCGS architecture and the C2ISR networks that will be used by the Navy and Joint Forces. This task includes participation in standards, communications, imagery, targeting, and mission planning activities that could impact the Navy DCGS, as well as coordination support with other NAVAIR, OPNAV, DOD, and Intelligence Community offices. Navy integration with the Joint Requirements Oversight Committee (JROC)-approved joint systems, such as the Joint Mission Planning System (JMPS), the Global Command and Control System – Integration of Imagery and Intelligence (GCCS-I3), the Tactical Exploitation System (TES), the Joint Targeting Toolkit (JTT), Global Information Grid (GIG), and Network Centric Enterprise Services (NCES) will be the focus of this task. Results of investigations and recommendations will be summarized in monthly reports (CDRL A001) and/or documented in technical reports (CDRL A006) during the period of performance.

3.4 Software Engineering

3.4.1 C2ISR Services and Systems Development Support

The contractor shall provide software engineering services for the development of services and systems to support effective multi-INT (IMINT, SIGINT, MASINT, HUMINT, OSINT) C2ISR collection, mission management, processing, exploitation, and dissemination. These services and systems shall support the efforts of multiple echelons of command utilizing existing and planned intelligence channels and systems. Software and documentation developed under this task will be delivered on electronic media suitable for use on government-owned computers (CDRL A007).

3.4.2 C2ISR Evaluation and Analysis

The contractor shall provide software engineering services for the development of systems to facilitate comprehensive performance assessments of C2ISR systems. These services and systems shall consider and complement C2ISR processes, metrics, benchmarks, and tools already in use by the C2ISR community of interest while including additional metrics, data, and potentially, tools to specifically address emerging multi-INT capabilities. Additionally, the contractor shall provide visualization tools supporting rapid analysis and decision making based on human-factor considerations (i.e., ease of use, complexity, and intuitive user interfaces) in the evaluation and analysis environment. Software and documentation developed under this task will be delivered on electronic media suitable for use on government-owned computers (CDRL A007).

3.4.3 Multi-INT Data Mining

The contractor shall provide software engineering services and for the development of systems to enable effective data mining within various multi-INT systems. These activities shall focus on client side visualization tasks (e.g. spatial, temporal, notional visualization) and server side database query, database mining, rules generation, second tier processing, and access controls. The contractor shall provide the capability to mine local and network data sets across multiple heterogeneous data sources. Software and documentation developed under this task will be delivered on electronic media suitable for use on government-owned computers (CDRL A007).

3.4.4 Multi-INT Data Integration

The contractor shall provide software engineering services for the development of systems to support effective data integration within multi-INT systems. These activities shall focus on client side visualization tasks (e.g. spatial, temporal, notional visualization) and server side database integration across multiple disparate data sources at potentially different points on the network (e.g. local, network, in-flight, in-transit). The contractor shall integrate multiple heterogeneous data sources in a coherent manner consistent with POR system displays and user requirements. Software and documentation developed under this task will be delivered on electronic media suitable for use on government-owned computers (CDRL A007).

3.4.5 GWOT and TST Systems Integration

The contractor shall provide software engineering services and systems to support on-going GWOT and TST activities. These activities shall focus on multiple client side designs to include hand-held, laptop, and workstation configurations. The contractor shall also provide capabilities to integrate multi-INT network services (e.g. web services) using multiple network/radio protocols (e.g. TCP/IP, UDP/IP, IXP, Link16, JTRS). Software and documentation developed under this task will be delivered on electronic media suitable for use on government-owned computers (CDRL A007).

3.5 System Test and Evaluation

The contractor shall perform system test and evaluation activities for the WEO and NAVAIRWD test and evaluation (T&E) teams. Activities under this effort will include functional and performance evaluations of baseline and potential C2ISR ground station or shipboard components. Evaluation will verify proper implementation of requirements, identify functional and performance requirements used to determine the suitability of candidate components for inclusion in the DCGS baseline. The contractor shall assist the government in ensuring that the C2ISR system providers have documented adequate test plans that can be incorporated into the Test and Evaluation Master Plan (TEMP) and shall assist in the execution of tests and experiments at government designated ranges or contractor facilities. Activities will be summarized in monthly reports (CDRL A001) and/or documented in technical reports (CDRL A006).

3.5.1 Geopositioning Technology

The contractor shall perform software design, development, testing, verification, and evaluation activities for technologies and systems of interest to the Navy DCGS infrastructure. The contractor shall also provide insight into external requirements for validation of the tools and algorithms developed and/or used within Navy DCGS systems. The contractor shall review and support the development of DCGS system and module verification test plans, test data requirements, and rigorous methods of evaluation of system test results. Any software developed under this task will be delivered on electronic media suitable for use on government-owned computers (CDRL A007).

3.6 Fleet Operations and Liaison

The contractor shall provide Fleet Operations Liaison services for prototype C2ISR and DCGS systems. Activities under this effort will include the generation of briefings for presentation at operational and training commands. These will include post-deployment intelligence debriefings that will allow interaction and coordination with fleet Integrated Product Teams (IPTs) and Operational Advisory Groups (OAGs). The contractor will support liaison activities between combatant ship commanders, fleet operational commands and DOD program elements. Activities performed under this task will be summarized in monthly reports (CDRL A001) and briefings will be provided in magnetic form (by electronic mail, if feasible) as technical reports (CDRL A006) incrementally over the course of the period of performance.

3.7 Training

The contractor shall provide Government user training on new program or application features, interfaces, or requirements. User training requirements will be identified within each Task Order.

4.0 SECURITY

Due to the classification levels of systems, documentation, locations, and intelligence sources associated with the tasks outlined herein, the Government requires that personnel performing work under this PWS maintain appropriate security clearances. Performance of work under this PWS will require access to material and data at the SECRET level. All deliverable products, reports, and media provided under the contract will be either UNCLASSIFIED or SECRET.

5.0 OPERATIONS SECURITY (OPSEC) PLAN

The contractor shall submit an OPSEC Plan in accordance with CDRL A008.

6.0 NMCI

Any tools developed that will be hosted by NAVY MARINE CORPS INTRANET (NMCI) or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

7.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Due to the nature of systems, documentation, and intelligence sources associated with the tasks outlined herein, the Government may have to provide data, software, and other items to the Contractor in order to facilitate the work required. The Contractor is expected to identify and request GFI in response to requests for proposals for each Task Order. The Government may or may not be able to provide the GFI, which may impact the cost or time required to perform the work. These requirements will be negotiated with the Government for each task order.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

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

FREQUENCY OF DD250

In reference to 5252.246-9512 and 5252.246-9514, the contractor shall prepare a consolidated DD Form 250 Material and Inspection and Receiving Report for each task order. The DD250 is required with the final invoice only.

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

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at Destination by the Government.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Contracting Officer Representative (COR) or duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999)

(a) The contract shall commence on January 1, 2007 and shall continue for a period of five years.

5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (NAVAIR) (OCT 2005)

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

(a) No oral order shall exceed \$500,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The contractor shall 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 the 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 shall be accompanied with proof of delivery or receipt.

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

(e) Written confirmation of oral orders shall be issued as a means of documenting the oral order within 30 calendar days or oral orders shall be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

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

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is \$300,000; the maximum quantity is 67,100 hours.

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
-----------------	-----------------	-------------

Task Orders issued under this contract will specify Government Furnished Material, if any.

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

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.

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses:

CODE 47J700D:

Name:

Phone:

DSN:

Email address:

b(6)

U.S. Postal Service Mailing Address:

COMMANDER
CODE 47J400D ()
NAVAIRWARCENWPNDIV
1900 NORTH KNOX ROAD, STOP 6510
CHINA LAKE, CA 93555-6108

b(6)

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 47J400D ()
NAVAIRWARCENWPNDIV
1900 NORTH KNOX ROAD, STOP 6510
CHINA LAKE, CA 93555-6108

CODE 210000D:

Name: Shaleen Lambert
Phone: (760) 939-7652
DSN: 437-7652
FAX: (760) 939-5694
Email address: shaleen.lambert@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 210000D (S. LAMBERT- 760-939-7652)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 210000D (S. LAMBERT)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated Barry O'Neal (see Section A for POC information) as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: The COR is responsible for monitoring the performance and progress, as well as overall technical management of the contract hereunder and should be contacted regarding questions or problems of a technical manner. 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 on the Government. Unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of the contract. When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and if not, has issued a contract change.

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

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

CONTRACT COORDINATOR:

NAME: Michael Cave

PHONE (BUS): 703-674-3162

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

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

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be determined by multiplying the number of hours incurred times the fixed fee hourly rate for Satisfactory performance. The fixed fee hourly rate for Satisfactory performance is \$()

(b) Evaluation of the contractor's performance will be made in accordance with the Quality Assurance Plan (QASP). In the event that the contractor's performance is determined to be Marginal or Unsatisfactory, excess payments previously made on account of fee during the evaluation period shall be repaid by the contractor. The fixed fee hourly rate for Marginal performance is \$() The fixed fee for Unsatisfactory performance is \$()

(c) Evaluation of performance shall be conducted semi-annually. The contractor shall submit written notification to the Contracting Officer at the conclusion of each evaluation period. Notification shall include a one page self

assessment consistent with performance objective included in the QASP and the number of hours incurred during the evaluation period.

(d) Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

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

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

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

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

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

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

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS)(NOV 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

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

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

WAWF Invoice Type:	-- Select 2-in-1 for FFP Services Only. -- Select Combo for Supplies, or Supplies AND FFP Services. -- Select Cost Voucher for all Cost or T&M contracts or CLINs. If none of the above apply, please call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N68936
Admin Office DODAAC:	S2040A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N68936
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N68936
Local Processing Office (applicable if DFAS DoDAAC begins with an “N”):	
DCAA Office DODAAC (Used on Cost Voucher’s only):	HAA795
Paying Office DODAAC:	HQ0338

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

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

Name	Email	Phone	Role
Shaleen Lambert	Shaleen.lambert@navy.mil	760-939-7652	Contract specialist
			COR

b(6)

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (OCT 2005)

(a) Contract Administration Office.

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

DCMA Virginia (Code: S2404A)

DCMA-GVD

10500 Battleview Parkway

Suite 200

Manassas, VA 20109-2342

(2) Contract administration functions retained by the Procuring Contracting Officer are as follows: FAR 42.302 (a)(3)-(4), (6), (23), (27), (40), (43)-(46), (51), (58)-(59), (62)-(64), (70).

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the NAWCWD 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 NAWCWD, 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).

(b) 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.

5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS (NAVAIR) (OCT 2005)

All funding for this contract will be provided on the individual task orders. Task order 0001 issued concurrent to award of this contract meets the Government's minimum requirement.

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: mcave@integrity-apps.com

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, 14428 Albemarle Point Place, Suite 140, Chantilly, VA 20151 is hereby assigned administrative responsibility for safeguarding classified information.

G-TXT-13 COURTESY COPY OF INVOICE/VOUCHER (APR 2002)

A courtesy copy of each invoice/voucher processed for payment will be sent to:

COMMANDER
CODE J26000D
NAVAIRWARCENWPNDIV
1 ADMINISTRATION CIRCLE
CHINA LAKE CA 93555-6100

G-TXT-21 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (APR 2002)

This contract has multiple accounting classification citations. When such segregation of costs by ACRN is not possible for invoices / vouchers, such as CLINS/SLINS with more than one ACRN, payment will be made using the following method:

Payment will be made from each ACRN in the order they are assigned. (i.e, pay from ACRN: AA then from ACRN: AB, etc.)

Payment will be made from ACRN with the earliest available fiscal year funding source and then in the order the ACRNs were assigned within the fiscal year funding. In the case of 97X____ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.

Payment will be made from ACRN with the earliest available fiscal year funding source and then on a proportional basis across all of accounting classification citations for the fiscal year. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data for each fiscal year. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated obligated funding available for payment. In the case of 97X____ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.

Payment will be made on a proportional basis across all of accounting classification citations. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated obligated funding available for payment.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment performed under this contract. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

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

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

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

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

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

(e) Contracting restrictions.

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

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a

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

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

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

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

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

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products

or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

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

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

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005) - ALT I (OCT 2005)

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

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

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

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

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

(a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:

(1) The services being acquired are highly unique or specialized;

(2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or

(3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.

(d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

5252.216-9534 TASK ORDERS PROCEDURES (NAVAIR) (OCT 2005)

(a) The following activity (ies) or individual(s) is/are designated as Contracting Officer(s):

Naval Air Systems Command, Naval Air Warfare Center Weapons Division (NAVAIRWD), China Lake, 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 or Termination for Default may only 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 \$100,000, 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 paragraphs (b) and (c) of FAR Clause 52.232-20, "Limitation of Cost" or 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 [30] 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 [30] working days from the time of the oral communication amending the order.)

NOTE:

This procurement is awarded as a Performance-Based Contract in accordance with FAR Part 37.6. Each individual task order awarded under this contract will identify measurable performance standards, quality assurance surveillance procedures for reduction of fee if services do not meet contract requirements.

5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR) (NOV 2003)

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally unpriced order shall specify the estimated cost and fee 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 either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(2) 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.

(3) 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.

(4) 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 unilaterally unpriced order that establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

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

(c) For orders under \$100,000, the procedures for reaching agreement are as follows:

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

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

(i) notify the Ordering Officer within three working days

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

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

5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

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

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

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

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

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

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

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

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

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

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

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

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

between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

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

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

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

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

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

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

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

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

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

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

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

5252.242-9517 PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS (NAVAIR) (OCT 2005)

(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 Elements

- (i) Contract, Invoice and Control Numbers
- (ii) Contractor's Name and Address
- (iii) Date of Report
- (iv) Reporting (invoicing) Period

(2) Delivery Order Description Elements. For each delivery order invoice, the report shall include:

- (i) Delivery order number
- (ii) Number of hours and labor categories as awarded in delivery order.
- (iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.
- (iv) Labor hours, by labor category anticipated to be required for completion of delivery order.
- (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.
- (vi) List of materials and other direct cost items expended in performance of the delivery order during the reporting period.
- (vii) The same information as specified in a. through f. above is required for any subcontractor performance on the delivery order.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported for each performance period.

(d) Distribution of the report shall, as a minimum, be one (1) copy to the Contracting Officer (See Section A for address), and one (1) copy to the Contracting Officer's Representative (COR) (See Section A for address). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(e) COR will insure this report and copies of the invoice are retained.

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: Debra K. Hartley (See Section A for POC information)

5252.243-9505 ENGINEERING CHANGES (NAVAIR)(OCT 2005)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(APR 1998) - ALT I (APR 1998)

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:
Contract No(s):

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

Task Orders issued under this contract will specify special tooling requirements, if any.

(3) Special Test Equipment (as defined in FAR 45.101):

Task Orders issued under this contract will specify test equipment requirements, if any.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

N/A

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

Task Orders issued under this contract will specify agency peculiar property requirements, if any.

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

Task Orders issued under this contract will specify material requirements, if any.

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL I A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

Task Orders issued under this contract will specify agency peculiar property requirements, if any.

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-

furnished property” under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

None

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not “Government-furnished property” under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

Bailment Agreement
Under which

(2) Description Serial Number Accountable

None

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

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

(a) The Contracting Officer has designated:

NAME Mark Davis

CODE 7.41, B643 R124

MAIL ADDRESS 22514 McCoy Road, Unit 10

TELEPHONE NO. 301-342-6045

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

Section I - Contract Clauses

ASSERTIONS

In reference to DFARS 252.227-7013, 252.227-7014, and 252-227-7017, IAI asserts that the Government retains unlimited rights to all non-commercial technical data, non-commercial computer software, and non-commercial computer software documentation.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	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	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
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
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 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	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
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

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-14	Rights in Data--General	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	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
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
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 II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-9	Use And Charges	AUG 2005
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	DEC 2004
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	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 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	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
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
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	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
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contracts awarded as a result of this solicitation will be a DX rated order; DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 350), and the Contractor will be required to follow all of the requirements of this regulation.

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 January 1, 2007 through December 31, 2011.

(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 100 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 67,100 hours;

(2) Any order for a combination of items in excess of 67,100 hours; or

(3) A series of orders from the same ordering office within 365 days 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 3 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 120 days after contract ordering period.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALT II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business

- (E) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (F) Whether women-owned small business concerns were solicited and if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
- (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through --
- (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with --
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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 \$0.00 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.

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) - ALT I (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

Notice: The following term(s) of this clause are waived for this contract: NONE.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguard either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.244-2 SUBCONTRACTS (AUG 1998)

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

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

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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(X4)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protege firms which are qualified organizations employing the severely handicapped; and
- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

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

(a) Definitions. As used in this clause:

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

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

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

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

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

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

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

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

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

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

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

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

release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

- (i) Necessary for emergency repair and overhaul; or
- (ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;
- (iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
- (iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

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

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

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

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--
 - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
 - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(4) Specifically negotiated license rights.

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

(5) Prior government rights.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability.

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

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

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the

deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

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

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

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

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

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

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

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

(4) Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed

material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

Government Purpose Rights

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

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

(End of legend)

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

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

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

(End of legend)

(4) Special license rights markings.

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

Special License Rights

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may

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

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

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

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

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

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

- (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
- (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

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

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

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

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

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

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

(a) Definitions. As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

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

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

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

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

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

(6) "Developed" means that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

(3) Restricted rights.

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

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

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the

recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

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

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Quality Assurance Surveillance Plan (QASP) for C2ISR Engineering & Development	1	09/19/2006
Attachment 2	Department of Defense Contract Security Classification Specification (DD254)	3	11/14/2006
Attachment 3	Contract Data Requirements List (CDRLs)	14	09/26/2006

Performance Objective	Performance Standard (Expectations)	Acceptable Quality Level	Inspection Type and Frequency	Incentive or Remedy
<p>Schedule The contractor shall conduct tasking in accordance with Task Order Performance Work Statement schedules and milestone events.</p>	<p>Tasking is performed without causing programmatic delay to the government. All products are submitted in a timely manner.</p>	<p>Satisfactory: Performance and products meet the standard with few exceptions, resulting in minimal delays that do not impact program milestones. Marginal: Performance and products result in moderate delay or impact to program milestones. Unsatisfactory: Performance and products result in unacceptable delay to program milestones.</p>	<p>Each performance objective category will be evaluated at the completion of the task order period of performance (POP) and will be based upon government team evaluations. Performance ratings for each objective category will be assigned by the Contracting Officer's Representative (COR).</p>	<p>Satisfactory: 100% of Task Order Fixed Fee available. Marginal: 50% of Task Order Fixed Fee available Unsatisfactory: 0% of Task Order Fixed Fee available.</p>
<p>Quality The contractor shall provide products and services in accordance with Task Order requirements.</p>	<p>Methodologies and technical requirements are consistent with Order requirements.</p>	<p>Satisfactory: Performance and products meet the standard with few exceptions, requiring minimal corrective action. Marginal: Performance and products result in corrective action. Unsatisfactory: Performance and products result in extensive corrective action.</p>	<p>Contractor team inputs may be considered at the discretion of the COR.</p>	<p>Satisfactory: 100% of Task Order Fixed Fee available. Marginal: 50% of Task Order Fixed Fee available. Unsatisfactory: 0% of Task Order Fixed Fee available.</p>
<p>Management The contractor shall participate as a team member of the WEO, NAWCWD and contribute to the successful completion of the C2ISR program requirements.</p>	<p>Management and teaming allow seamless integration among government and contractor teammates. The contractor takes a proactive role in resolving issues. Issues identified by the government are addressed and resolved in a timely fashion.</p>	<p>Satisfactory: Performance meets or exceeds standard with few exceptions, requiring minimal Government intervention and corrective action. Marginal: Performance results in questionable situations requiring Government intervention and resolution. Unsatisfactory: Teaming is discordant and the contractor is not proactive. Significant Government intervention and resolution are required.</p>		<p>Satisfactory: 100% of Task Order Fixed Fee available. Marginal: 50% of Task Order Fixed Fee available. Unsatisfactory: 0% of Task Order Fixed Fee available.</p>
<p>Cost. Contractor incurred cost and hours are consistent with the value of the services and products received by the government.</p>	<p>Incurred cost and hours are consistent with the products delivered and services performed, translating into value to the government. The value received is commensurate with, or exceeds, the costs and hours expended. All funding and cost status reports are accurate and complete and submitted in accordance with contract requirements.</p>	<p>Satisfactory: Contractor meets the standard with few exceptions. Marginal: Contractor's expenditure of costs and hours are sometimes not appropriate for the performance and deliverables provided. Unsatisfactory: Contractor's expenditure of cost and hours are not appropriate for the performance and products provided.</p>		<p>Satisfactory: 100% of Task Order Fixed Fee available. Marginal: 50% of Task Order Fixed Fee available. Unsatisfactory: 0% of Task Order Fixed Fee available.</p>

ID:

NOV 13'06 14:01 No.007 P.01

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)				b. FACILITY CLEARANCE REQUIRED	
				SECRET	
				a. LEVEL OF SAFEGUARDING REQUIRED	
				SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
X	a. PRIME CONTRACT NUMBER	X	a. ORIGINAL (Complete date in all cases)	DATE (YYYYMMDD)	
	N68936-07-D-0001			20061102	
	b. SUBCONTRACT NUMBER		b. REVISED (Complete date in all cases)	REVISION NUMBER	DATE (YYYYMMDD)
	c. SOLICITATION OR OTHER NUMBER		c. FINAL (Complete item 6 in all cases)	DATE (YYYYMMDD)	
	N68936-06-R-0095				
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, complete the following:					
Classified material received or generated under (preceding contract number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 284? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, complete the following:					
In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COORDINATING SECURITY OFFICE (Name, Address, and Zip Code)		
Integrity Applications, Inc. 5180 Parkstone Drive, Suite 260 Chantilly, VA 20151-3814		1JSR9	Defense Security Service 14428 Albemarle Point Place, Suite 140 Chantilly, VA 20151		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COORDINATING SECURITY OFFICE (Name, Address, and Zip Code)		
N/A		N/A	N/A		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COORDINATING SECURITY OFFICE (Name, Address, and Zip Code)		
N/A		N/A	N/A		
9. GENERAL IDENTIFICATION OF THE PROCUREMENT					
Engineering Support for Command and Control, Intelligence, Surveillance, and Reconnaissance (C2ISR) Systems					
COR: Barry O'Neal, (760) 939-8274; TPOC: Patricia Hoover, (760) 939-2283					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
b. RESTRICTED DATA		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	
e. INTELLIGENCE INFORMATION:			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
(1) SENSITIVE COMPARTMENT INFORMATION (SCI)		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
(2) NON-SCI SPS		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
g. NATO INFORMATION		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	
j. FOR OFFICIAL USE ONLY INFORMATION		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
k. OTHER (Specify)		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	l. OTHER (Specify)		<input checked="" type="checkbox"/>

ID:

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

Direct Through (Specify):

Commander, NAWCWD, 1 Admin Circle, Stop 1301, Attn: 741000, China Lake, CA 93555-6100

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.

*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/publications referenced herein. Add additional pages as needed to provide complete guidance.)

For all work performed aboard Naval Air Warfare Center sites, the applicable Information Security regulations will be SECNAVINST 5510.38, 5510-30A and local command security instructions.

10a: Secure Telephone Equipment only COMSEC account required. A final U.S. Government clearance, at the appropriate level, is required prior to COMSEC access. Written approval of the Contracting Officer is required prior to subcontracting.

10e(2): Contractor requires access to intelligence data, including the SIPRNET (at government activity), as certified by the COR via the NAVAIR STILO. The contractor shall not intentionally access, download, or further disseminate intelligence data without the guidance and permission of the NAVAIR STILO. Contractor shall comply with Naval Air Warfare Center Aircraft Division Scientific and Technical Intelligence Liaison Officer memo of 01 JUN 99 (attached). Written approval of the User Agency Contracting Officer is required prior to subcontracting. A final U.S. Government clearance, at the appropriate level, is required prior to access to intelligence information

Reviewed by: Sharon K. Smith 13 Nov 2006
Scientific and Technical Intelligence Liaison Office

10g: There is no valid requirement for NATO access, however inadvertent access may occur because NATO information is available on the SIPRNET. A final U.S. Government clearance, at the appropriate level, is required for access to NATO information. Written approval of the Contracting Officer is required prior to subcontracting.

10j: For Official Use Only information generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R, Chapters 3 and 4 (attached).

SEE SUPPLEMENTAL ATTACHMENT FOR ADDITIONAL SECURITY REQUIREMENTS

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

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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See item 13 above

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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NONE

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

a. TYPED NAME OF IDENTIFYING OFFICIAL MARK A. DAVIS	b. TITLE CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR)	c. TELEPHONE (Include Area Code) (301) 342-6045
--	--	--

d. ADDRESS (Include Zip Code)
COMMANDER
Attn: 7.4.1, B463, R124, 22514 McCoy Road, Unit 10
Naval Air Warfare Center Aircraft Division
Patuxent River, Maryland 20670-1457

17. REQUIRED DISTRIBUTION
<input checked="" type="checkbox"/> a. CONTRACTOR
<input type="checkbox"/> b. SUBCONTRACTOR
<input checked="" type="checkbox"/> c. COMBIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/> f. OTHERS AS NECESSARY

e. SIGNATURE
Mark A. Davis 11/14/06

COR, COSR

ID:

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SUPPLEMENTAL ATTACHMENT PAGE FOR DD254 N88936-06-R-0095

11c: Classification guidance shall be provided to the contractor. The COR/TPOC is responsible for ensuring that distributions statements are applied to all classified and unclassified technical documents.

ADP: If required anytime during contract performance, the contractor shall comply with the requirements of the Information Systems Security Programs as described in SECNAV M 5239.1 (attached) and OPNAVINST 5239.18 (attached) series and local command information systems security instructions. All systems, regardless of the level of data processed, will be accredited in accordance with the above instructions.

If contractor employees will be co-located in NAWCWD spaces during anytime within the full performance of this contract, they will comply with and be held accountable for the requirements of NAWCWPNSINST 5510.30 (series) and any additional security requirements provided by the Activity Security Coordinator (as appropriate).

11j: The contractor shall develop, implement and maintain a facility level OPSEC program to protect classified and controlled unclassified information to be used at the contractor facility during the performance of this contract. Contract data requirements list (CDRL) and data item description (DID) attached. The OPSEC plan shall be submitted to the NAVAIR within 90 days of contract award for acceptance and approval. Contractor shall mail preliminary draft OPSEC Plan in MS Word 6.0 (or later) on Compact Disc and hard copy to: Commander, Attn: 7.4.3, B463 Unit 10, 22514 McCoy Road, Patuxent River, MD 20670-1467. Final plan due 45 days after Government approval (NAWCAD 7.4.3) of draft. While performing aboard NAVAIR sites, the contractor shall comply with the provisions of OPNAVINST 3432.1 and the local command 3432 instruction series for Operations Security; at all other sites, the contractor shall comply with the local command and/or program OPSEC plan.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.			B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MGMT				
D. SYSTEM/ITEM Development, Testing & Evaluation of Command & Control, Intelligence, Surveillance, & Reconnaissance Systems			E. CONTRACT/PR NO. N68936-06-R-0095		F. CONTRACTOR Integrity Applications Incorporated 5180 Parkstone Drive, Suite 260 Chantilly, VA 20151				
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM STATUS REPORT			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368			5. CONTRACT REFERENCE 3.1.1, 3.1.6, 3.1.8, 3.2, 3.2.4, 3.2.5, 3.2.6, 3.3, 3.3.2, 3.3.3, 3.5, 3.6		6. REQUIRING OFFICE NAVAIRWD CODE 47J400D				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 60 DAC		14. DISTRIBUTION				
8. APP CODE N/A	16	11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM - 10		a. ADDRESSEE				
<p>Block 16 Remarks</p> <p>Block 4: May be in Contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement shall be provided by Government prior to 1st submittal.</p> <p>Block 14: Shall be in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>					b. COPIES				
							Final		
							Draft	Reg	Repro
					Code 47J400D		0	1	0
					Code 210000D		0	1	0
					15. TOTAL				
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 060911		I. APPROVED BY DRRB Chairperson		J. DATE 060926		

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: FNCL			
D. SYSTEM/ITEM Development, Testing & Evaluation of Command & Control, Intelligence, Surveillance, & Reconnaissance Systems				E. CONTRACT/PR NO. N68936-06-R-0095		F. CONTRACTOR Integrity Applications Incorporated 5180 Parkstone Drive, Suite 260 Chantilly, VA 20151			
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM PERFORMANCE AND COST REPORT				3. SUBTITLE Task Order Expense Status Report			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80912				5. CONTRACT REFERENCE 3.1.2		6. REQUIRING OFFICE NAVAIRWD CODE 47J400D			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 60 DAC		14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM - 10		a. ADDRESSEE		b. COPIES		
				Draft			Final		
Block 16 Remarks Block 4: May be in Contractor format as long as DID is used for guidance. Block 9: Distribution Statement shall be provided by Government prior to 1st submittal. Block 14: Shall be in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.									
15. TOTAL →					0	1	0		
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100				H. DATE 060911		I. APPROVED BY  DRRB Chairperson		J. DATE 060926	

CDRL A002

Title: Performance and Cost Report
Subtitle: Task Order Expense Status Report
DID: DI-FNCL-80912

Block 16: Remarks

As a minimum, the following areas shall be addressed:

General (on each page/worksheet)

- Contractor name and report date
- End of reporting period date
- Contract number, CDRL number, and Report title

Task Order Data (one record line for each TO)

“Active” Task Orders and cumulative data (see next Section, below) shall be displayed on the first page (worksheet 1) of this Report. “Closed” (inactive) Task Orders shall be displayed on following pages (worksheet 2) of this Report.

When the contractor is directed to “track” and/or “invoice” at the CLIN level with a Task Order, provide a separate record for Task Order total and each “tracked” CLIN.

- TO number (on each page of Report, if multi-page)
- TO Mod number
- TO Title
- Name of responsible NAWCWD Technical Assistant (TA)
- Name of responsible NAWCWD Administrative Officer (AO)
- Name of responsible contractor Department Manager
- Name of responsible contractor technical “lead person”
- Total estimated billable costs (incl. fixed fees (FF), if any)
- Authorized total billable costs to date (incl. FF, if any)
- Total funding provided by the Government to date
- Contractor’s “best estimate” of total billable costs to date (incl. FF, if any)
- Percent of provided funding expensed to date
- Total estimated work hours
- Authorized work hours to date
- Contractor’s “best estimate” of work hours expended to date
- Percent of work hours expensed to date
- Dollar value of current Government fiscal year phase
- Contractor’s “best estimate” of current weekly “burn rate”
- “Stop work date” (“best estimate” of when current funding will “run out”)
- Task Order Period of Performance End date

Cumulative Data

Cumulative data shall be displayed on the first page (worksheet 1) of this Report.

- Total contract estimated Billable Costs (incl. FF, if any)
- Total Award Fee awarded to date
- Total of estimated Billable Costs and Award Fee awarded to date (see above)
- Total contract authorized Billable Costs (incl. FF, if any)
- Total of authorized Billable Costs and Award Fee awarded to date
- Total of contract Costs (incl. FF, if any) funding provided to date
- Total of contract Costs and Award Fee funding provided to date
- Total of estimated Spending to date
- Total of Weekly Burn Rates (active Task Orders only)
- Total of contract estimated Hours
- Total of authorized Hours
- Total of estimated Hours Spent to date
- Contract estimated Total Costs (incl. FF, if any)
- Contract proposed Award Fee
- Contract awarded Total Value
- Percent of Total contract estimated Billable Costs (incl. FF, if any) versus Contract estimated Total Costs (incl. FF, if any)
- Percent of Total of estimated Spending to date versus Contract estimated Total Costs (incl. FF, if any)
- Contract Total Hours
- Percent of Total of estimated Hours versus Contract Total Hours
- Percent of Total of estimated Hours Spent to date versus Contract Total Hours
- Average Hourly Rate to date (Total contract estimated Billable Costs (incl. FF, if any) divided by Total of estimated Hours Spent to date)

CDRL A003

Title: PERFORMANCE AND COST REPORT
Subtitle: Contract Direct Labor Expenditure Report
DID: DI-FNCL-80912

Block 16: Remarks

As a minimum, data shall include:

General (on each page/worksheet)

- Contractor name and report date
- Contract number, CDRL number, contract performance period, and general identification

Data Requirements The Contractor shall provide three (3) separate spreadsheets as described below.

1. Basic Contract Summary Spreadsheet

A Basic Contract Summary Spreadsheet shall be provided in order to track modifications issued during contract performance. The spreadsheet shall include the basic contract awarded level of effort, estimated cost, award fee, and cost plus award fee amounts. The spreadsheet shall also include information on each contract modification including a description of the modification and any change in the level of effort, estimated costs, award fee, and cost plus award fee amounts. A current total awarded amount for the level of effort, estimated costs, award fee, and cost plus award fee amounts shall also be included.

2. Task Order Summary Spreadsheet

A Task Order Summary spreadsheet shall be provided in order to track the current status of task orders and include a separate column/information for each task order. The spreadsheet shall include the following:

- Indication of whether the TO is active or inactive
- Task Order Number
- Modification Number
- Task Order level of effort, estimated cost, award fee and cost plus award fee
- Task Order Period of Performance
- CLINs Obligated (include the CLIN numbers)
- CLINs Obligated level of effort, estimated cost, award fee and cost plus award fee amounts
- CLINs Obligated Period of Performance
- Cumulative Funding to Date
- Total Task Order Expended level of effort, estimated costs, award fee and cost plus award fee amounts
- Weekly burn rate
- Task Order Stop Work Date
- Percentage of Funds Expended
- Percentage of Obligated Hours Expended
- Current Period invoiced level of effort, estimated costs, award fee and cost plus award fee amounts.
- Total Invoiced to Date level of effort, estimated costs, award fee and cost plus award fee amounts.

3. Contract/Task Order Status Spreadsheet

A Contract/Task Order Status Spreadsheet shall be provided and once the Contracting Officer approves the format, shall be submitted in the same format each reporting period. The Government intends to link this spreadsheet with other information and it is important that the format of the data does not change between reporting. The spreadsheet shall include the following:

- Total Contract Value (level of effort, estimated cost, award fee and cost plus award fee)
- Total Task Orders Awarded (level of effort, estimated cost, award fee and cost plus award fee for all task orders)
- The Total Contract Value less The Total Task Orders awarded (level of effort, estimated cost, award fee and cost plus award fee)
- Total CPAF Obligated to Date (level of effort, estimated cost, award fee and cost plus award fee)
- Total Contract Value less Total CPAF Obligated to Date (level of effort, estimated cost, award fee and cost plus award fee)
- Cumulative Funding to Date
- Total Percentage of Funds Expended
- Total CPAF Expended to Date (level of effort, estimated cost, award fee and cost plus award fee)
- Total Percentage of Obligated Hours Expended (level of effort, estimated cost, award fee and cost plus award fee)
- Total Current Period Invoiced (level of effort, estimated cost, award fee and cost plus award fee)
- Total Invoiced to Date (level of effort, estimated cost, award fee and cost plus award fee)
- Total Overtime Premium Cost To Date

CDRL A004

Title: PERFORMANCE AND COST REPORT

Subtitle: Contract Direct Labor Expenditure Report

DID: DI-FNCL-80912

Block 16: Remarks

As a minimum, data shall include;

General

- Contractor name and report date
- Contract number, CDRL number, and general identification

Data Requirements

- Direct Labor Dollars expended to date- Prime
- Direct Labor Dollars expended to date - Subcontractors
- Total Direct Labor Dollars Expended to date (Prime + Subs)
- Percentage of Total Direct Labor Dollars expended to date – Prime
- Percentage of Total Direct Labor Dollars expended to date - Subcontractors

CDRL A005

Title: PERFORMANCE AND COST REPORT
Subtitle: Average Labor Cost Hourly Rate Report
DID: DI-FNCL-80912

Block 16: Remarks

General

- Contractor name and report date
- Contract number, CDRL number, and general identification

Data Requirements (one record line per labor category)

- Contract Labor Category
- Current Average Un-Burdened, Hourly Direct Labor Rate

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

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.			B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: FNCL		
D. SYSTEM/ITEM Development, Testing & Evaluation of Command & Control, Intelligence, Surveillance, & Reconnaissance Systems			E. CONTRACT/PR NO. N68936-06-R-0095		F. CONTRACTOR Integrity Applications Incorporated 5180 Parkstone Drive, Suite 260 Chantilly, VA 20151		
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM COMPUTER SOFTWARE PRODUCT END ITEMS				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-80700			5. CONTRACT REFERENCE 3.4.1, 3.4.2, 3.4.3, 3.4.4, 3.4.5, 3.5.1		6. REQUIRING OFFICE NAVAIRWD CODE 47J400D		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION			
8. APP CODE N/A	16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES	
						Draft	Final
<p>Block 16 Remarks</p> <p>Block 4: May be in Contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement shall be provided by Government prior to 1st submittal.</p> <p>Blocks 12 & 13: Shall be delivered IAW TO.</p> <p>Block 14: Shall be in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>				Code 47J400D	0	1	0
				Code 210000D		LTR	ONLY
				15. TOTAL			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 060911	I. APPROVED BY DRRB Chairperson		J. DATE 060926	

