

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1 60	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-10-D-0057		3. EFFECTIVE DATE 13 Aug 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300148912			
5. ISSUED BY CDR NAWCWD CODE 2543000 ATTN: H. XIONG (760) 939-5124 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMAN NJMEG DCMAG-MSA BLDG 1 ARDEC PICATINNY ARSENAL NJ 07806-5000			CODE S3402A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ITT CORPORATION MICHAEL MUGAVERO 77 RIVER RD CLIFTON NJ 07014-2000				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 28527				FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			CODE HQ0337	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$9,838,468.00	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-10-R-0043 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER JOHN D WATKINS / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-3987 EMAIL: john.d.watkins@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		13-Aug-2010	

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT**FOR YOUR INFORMATION:**

The following addresses and points of contact are provided:

Name: Helen Xiong

Phone: (760) 939- 5124

DSN: 437- 5124

FAX: (760) 939- 3095

Email address: helen.xiong@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 254300D (H. XIONG – 760-939-5124)

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER

CODE 254300D (H. XIONG)

NAVAIRWARCENWPNDIV

BLDG 982, MAIL STOP 4015

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	AN/ALQ 165 and 214 software support CPFF	68,520	Lot	UNDEFINED	\$9,838,468.00
	<p>The contractor shall provide AN/ALQ 165 & 214 software support services in accordance with Section C, Performance Work Statement (PWS), as required by task orders issued and pursuant to the terms and conditions of the contract.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 1300148912</p>				
				MAX COST	\$9,026,118.00
				FIXED FEE	\$812,350.00
				TOTAL MAX COST + FEE	\$9,838,468.00

ITEM NO	SUPPLIES/SERVICES	AMOUNT NSP
0002	Contract Data Requirements List (CDRL)	
	<p>The contractor shall provide data in accordance with the CDRLs, DD Form 1423, in Exhibit A of Section J, and as required by task orders.</p>	

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 68,520 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Program Manager	574	304	782	311	427	2,398
Financial Manager	492	261	671	266	366	2,056
Engineering Manager	820	434	1,118	444	610	3,426
Systems Engineering Manager/Consultant	1,148	608	1,565	622	854	4,797
Systems Engineer	1,312	695	1,788	710	976	5,481
Software Engineering	1,640	869	2,235	888	1,220	6,852
Software Engineer	6,560	3,476	8,940	3,552	4,880	27,408
Digital Design Manager/Consultant	820	434	1,118	444	610	3,426
Digital Design Engineer	1,640	869	2,235	888	1,220	6,852
Software/Systems Quality Assurance	820	434	1,118	444	610	3,426
Configurations Management	492	261	671	266	366	2,056
Subcontracts Manager	41	22	55	23	31	172
Logistics Engineer	41	22	55	22	30	170
Totals	16,400	8,689	22,351	8,880	12,200	68,520

The government estimates material and travel as follows:

Other Direct Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Material	\$20,600	\$20,600	\$20,600	\$20,600	\$20,600	\$103,000
Travel	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$85,000
Total ODC	\$37,600	\$37,600	\$37,600	\$37,600	\$37,600	\$188,000

(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) A level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the 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

**PERFORMANCE WORK STATEMENT
FOR
TACAIR EW JAMMER AN/ALQ-165 AND AN/ALQ-214 SOFTWARE SUPPORT
04 June 2010**

1.0 SCOPE

This Performance Work Statement (PWS) establishes the requirements for AN/ALQ-165 and AN/ALQ-214 software support services to the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) at the Naval Air Warfare Center Weapons Division (NAWCWD), Point Mugu, California. Services will also include engineering support for Foreign Military Sales (FMS) customers at NAWCWD.

1.1 INTRODUCTION

The objective of this contract is to provide engineering support services and products required by the NAVAIR TACAIR EW IPT for the AN/ALQ-165 and AN/ALQ-214. Services required are investigations of anomalies, software engineering, systems engineering, support tools and facilities maintenance, documentation, and hardware maintenance and upgrade.

1.2 BACKGROUND

The Naval Air Systems Command (NAVAIR) PMA-272 sponsored the development and production of both the AN/ALQ-165, also called the Advanced Self-Protection Jammer (ASPJ), and the AN/ALQ-214, also called the Integrated Defensive Electronic Countermeasures (IDECM). The AN/ALQ-165 and AN/ALQ-214 are both Radio Frequency (RF) Jammer systems. The TACAIR EW IPT at NAWCWD Point Mugu, California, executes the Software Support Activity (SSA) activities for both the ASPJ and the IDECM.

The IDECM is a partial replacement for the ASPJ; both are still operated in the Navy and will be until 2023. ASPJ is deployed and out-of-production. The IDECM is deployed and currently in-production.

2.0 APPLICABLE DOCUMENTS

This section lists the documents that shall provide a basis for the services and products requested herein. As with all programs, these documents may be updated and the Contractor shall check with the Government Technical Point of Contact (TPOC) or the Government Configuration Manager to ensure the latest version is available for use.

2.1 GOVERNMENT DOCUMENTS

The following documents are applicable to this effort and are designated if they are required or provided for guidance only in the execution of the tasks requested herein:

Document Number	Date	Title	Required or Guidance
AS-6054 Rev. 3	28 Apr 1999	Integrated Defensive Electronic Countermeasures System (IDECM) RF Subsystem Performance Specification	Required
MIL-C-85022D(AS)	28-Aug-88	Military Specification Countermeasures Set	Required

		AN/ALQ-165(V)	
AS-6222 Rev A	9-Feb-10	System Specification for the Integrated Defensive Electronic Countermeasures System (IDECM) Block IV Common Onboard Jammer	Required
DoD 5220.22-M	28 Feb 2006	National Industrial Security Program Operating Manual	Required
DoDD 5230.24	18 Mar 1987	Distribution Statements on Technical Documents	Required
DoDD 230.25	18 Aug 1995	Withholding of Unclassified Technical Data from Public Disclosure	Required

2.2 NON-GOVERNMENT DOCUMENTS

The following documents are applicable to this effort and are designated if they are required or provided for guidance only in the execution of the tasks requested herein:

Document Number	Date	Title	Required or Guidance
CMU/SEI-2006-TR-008 ESC-TR-2006-008	Aug-06	CMMI® for Development, Version 1.2	Guidance
ANSI/ISO/ASQ Q9001-2000	2000	Quality Management Systems Requirements	Guidance

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

The Contractor shall not purchase any Information Technology (IT) equipment on behalf of NAVAIR in support of this Contract without a NAVAIR CIO signed "IT" approval.

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

The following paragraphs are for information only:

2.3 Clinger-Cohen Act: This clause is **required** in all IT procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

2.4 System Software / Application Compliance:

"All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates."

2.5 Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services:

“All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated with MyNAVAIR (NAVAIR Corporate Portal) whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

OMB Guide for Managing U.S. Government Websites <http://www.usa.gov/webcontent/>

OMB Policies for Federal Public Websites, OMB M-05-04
http://www.usa.gov/webcontent/reggs_bestpractices/omb_policies.shtml

Section 508 Standards <http://www.section508.gov/>

DOD Web Policy and Guidelines <http://www.defenselink.mil/webmasters/>

Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website
<https://www.nioc-norfolk.navy.mil/wra/index.html>

SECNAV 5720.47B DON Policy for Content of Publicly Accessible Web Sites (NIOC Norfolk routinely monitors publicly accessible Navy websites for policy compliance; Site has a downloadable “Website Self-Assessment Checklist” for Webmasters.)
<http://www.chinfo.navy.mil/navpalib/internet/secnav5720-47b.pdf>

NAVAIR CIO Website (NAVAIR specific policy and guidelines)
<https://mynavair.navaair.navy.mil>

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

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

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

- 2.6.1 SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- 2.6.2 National Industrial Security Operating Manual (NISPOM)
- 2.6.3 CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- 2.6.4 CJCSI 6212.01E (series) --Interoperability and Supportability of Information Technology and National Security Systems
- 2.6.5 DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- 2.6.6 DoDD 8500.1E--Information Assurance
- 2.6.7 DoDI 8500.2--Information Assurance Implementation
- 2.6.8 *DODI 8510.01 DoD Information Assurance Certification and Accreditation Process (DIACAP)*, November 28, 2007

- 2.6.9 CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"
- 2.6.10 DoDD 8570.01 Information Assurance Training, Certification, and Workforce Management, August 15, 2004, Certified Current as of April 23, 2007
- 2.6.11 Department of the Navy Chief Information Officer (DON CIO) Memorandum 01-09, Information Assurance Policy for Platform Technology, January 30, 2009
- 2.6.12 National Security Telecommunications and Information Systems Security Policy (NSTISSP) No. 11, National Policy Governing the Acquisition of Information Assurance (IA) and IA-Enabled Information Technology (IT) Products
- 2.6.13 SECNAVINST 5230.15, Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software, April 10, 2009

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA POC is available via the NAVAIR portal at <https://air74.navair.navy.mil>

All IT procured on behalf of NAVAIR shall meet all DOD/DON and NAVAIR IA policies. Failure to follow these policies will result in denied access to NMCI, One Net, ISNS and other DON, DOD and Joint Networks. These IA policies are standard across the Dept and ensure IA compatibility and interoperability.

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

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

- A. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DOD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- B. Extent of Validation Scanning. To prevent scanning of "corporate" assets, all such networks, equipment and connections shall be physically segregated from any government/contractor "corporate" networks that are not in direct support of DoD contracts;
- C. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6212.11B;
- D. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- E. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

2.7 Enterprise Architecture:

Contractor Networks and connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access non-government, external IP space via the NAVAIR-provided VPN Outreach service or NAVAIR CIO approved IP service.

Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.

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

IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

2.8 Software Process Improvement Initiative (SPII):

The SPII Policy requires that standardized contract language be included in solicitations or contracts under which contractor(s) are required to perform "software development".

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

3.0 REQUIREMENTS

The contractor shall provide engineering and technical support services and products in the execution of the Software Support Activity (SSA) activities for the ASPJ and IDECM.

3.1 GENERAL REQUIREMENTS

The Contractor shall perform engineering support services for the AN/ALQ-165 and AN/ALQ-214, as specified in this PWS. These services shall include: anomaly investigations for both hardware and software; design and development of Operational Flight Program (OFP), User Data File (UDF), UDF Generator (UDFG), and other related software configuration items, documentation, and testing; Government laboratory and flight test support; software and hardware tools and facilities maintenance and update; hardware maintenance and repair; and training. The primary place of performance is at the Contractor's facility. This contract may include engineering support services in support of Foreign Military Sales (FMS). The Contractor shall perform all FMS work for the Navy and all deliverables will be provided to the Navy who is then responsible for providing them to the FMS Customer.

The Contractor shall produce software products consistent with Software Engineering Institute Capability Maturity Model Integrated (SEI CMMI) Level 3 processes as defined in *Capability Maturity Model Integrated*, Version 1.2, dated 2006. If not designated as SEI CMM or CMMI Level 3, then the Contractor shall demonstrate they have processes consistent with a SEI CMM or CMMI Level 3 organization. Unless otherwise specified, software

products shall be provided to the Government in accordance with (IAW) Contract Data Requirements List (CDRLs) **A003 and A004**.

The Contractor shall identify a Program/Project Manager to provide overall direction and coordination of multiple engineering and technical tasks and serve as the primary liaison with the Government technical representative under this contract. The Contractor shall provide a password protected secure website for unclassified deliveries and to which all CDRLs shall be posted. Classified material shall not be posted to the website. Clarification concerning the details of specific tasks set forth in the order will be communicated by the Government TPOC and posted to the Contractor's inbox via this website. The Contractor shall provide progress reports IAW CDRL A001.

3.2 TECHNICAL TASKS

This section provides information on the tasks that will be required for this contract. The government will provide the specific technical documentation, guidelines and delivery requirements under individual task orders. When ordered under individual task orders, the contractor shall provide the following technical support:

3.2.1 PROJECT OFP DEVELOPMENT AND SOFTWARE ENGINEERING SUPPORT

3.2.1.1 ANOMALY INVESTIGATIONS

The Contractor shall review anomaly reports, test data, test reports, and other written material in an effort to provide a report to the Government on the suspected cause of the anomaly, the hardware and/or software unit suspected to be non-compliant with specifications, the recommended course of action, and to propose additional investigation, if required. The typical product shall be a Technical Report and it shall be provided **IAW CDRL A002**.

3.2.1.2 SYSTEMS ENGINEERING

The Contractor shall provide systems engineering support in the development of requirements, the translation of requirements into engineering solutions, the implementation of hardware and software solutions, integration of the AN/ALQ-214 and AN/ALQ-165 with other EW and avionics systems, and laboratory, ground and flight testing. Support will be performed at the Contractor's facilities and Government facilities and activities. Travel may also be required to other contractor facilities. It is estimated that 90% of this tasking shall be performed at the Contractor's facilities. Trip reports shall be submitted **IAW CDRL A005**.

3.2.1.3 OTHER SOFTWARE CONFIGURATION ITEMS

The Contractor shall provide new or update existing software configuration items as specified in Sections 3.1, 3.2.2.1, and 3.2.2.2. This shall include the development of or update to supporting documentation. All changes shall be approved by the Government before incorporation and be fully documented and tested in accordance with the Contractor's software development processes. The Government will review and provide approval/disapproval of all changes within 10 working days of submission by the Contractor. Unless otherwise specified, the software development shall be performed in the Contractor's facilities. The Government may choose to monitor the other software configuration items development to prevent problems and to provide technical guidance in the interpretation of specifications and requirements. Technical reports and software documentation shall be provided **IAW CDRLs A002 and A004**.

3.2.1.4 TOOLS AND FACILITIES MAINTENANCE

The Contractor shall provide upgrades to software and hardware development and testing tools, and implementation support of the AN/ALQ-214 and AN/ALQ-165 tools at the Government's facilities. Software documentation shall be provided **IAW CDRL A004**.

3.2.1.5 LABORATORY AND FLIGHT TEST SUPPORT

The Contractor shall provide engineering support in the preparation of test documentation, the conduct of testing, and the analysis of test data. This shall include ground testing of the system operation and performance while installed in the host aircraft. This may require testing with Navy support equipment. This work may be done at the Contractor's facilities and Government facilities and activities. Travel may also be required to other Contractors' facilities. It is estimated that 90% of this tasking shall be performed at the Contractor's facilities. Trip reports shall be submitted **IAW CDRL A005**. The Government will furnish access to laboratories outside of the Contractor's laboratories, on an as-needed basis. However, the Government reserves the right to control laboratory schedule. The Government will supply the Contractor with information on where and how to send contractor personnel security clearances when visiting these laboratories. Should there be additional forms for the use of Contractor equipment in the laboratory; the Government will provide the procedures and forms to the Contractor. Trip reports shall be submitted **IAW CDRL A005**.

3.2.2 SOFTWARE ENGINEERING SUPPORT

3.2.2.1 OPERATIONAL FLIGHT PROGRAM (OFP)

The Contractor shall incorporate new requirements or problems identified in Government-approved System Anomaly Reports (SARs) or Software Trouble Reports (STRs) in the designated OFP baseline. Engineering support shall include OFP requirements development, OFP design, OFP development, OFP verification testing, and confirmation of separate OFP loading using the standard loader, USQ-131, the Memory Loader Verifier Set (MLVS). The OFP shall be delivered in RRT format by **classified CD**. All documentation that is impacted by the OFP changes shall be updated and provided to the Government for approval and shall be provided in a format to be specified by the Government Technical Point of Contact or Government Configuration Manager. The Government will review and provide approval/disapproval of the documentation within 10 working days of the Contractor's submission. The Contractor may also be requested to provide technical assistance such as OFP troubleshooting and OFP integration for Government OFP changes. Unless otherwise specified, the OFP development shall be performed in the Contractor's facilities. Technical reports, computer software product and software documentation shall be provided **IAW CDRLs A002, A003, and A004**.

3.2.2.2 USER DATA FILE (UDF)

The Contractor shall incorporate Government-approved System Anomaly Reports (SARs)/System Trouble Reports (STRs) into the UDF as required. The Contractor shall provide engineering support to the Government for Government updates of the UDF. Engineering support shall include requirements and design documentation development support, performance verification testing, and confirmation of separate UDF loading using the standard loader, USQ-131, the Memory Loader Verifier Set. The Contractor shall support the test and validation of current ECM techniques in the AN/ALQ-214 and AN/ALQ-165. Technical reports, computer software product and software documentation shall be provided **IAW CDRLs A002, A003 and A004**.

3.2.2.3 UDF GENERATOR (UDFG)

The Contractor shall incorporate new requirements or problems identified in Government-approved System Anomaly Reports (SARs) or Software Trouble Reports (STRs) in the designated UDFG baseline. Engineering support shall include UDFG requirements development, UDFG design, UDFG development, and UDFG verification testing. The contractor shall deliver the UDFG on a **classified CD**. All documentation that is impacted by the UDFG changes shall be updated and provided to the Government for approval and shall be provided in a format to be specified by the Government Technical Point of Contact or Government Configuration Manager. The Government will review and provide approval/disapproval of the documentation within 10 working days of the Contractor's submission. The Contractor may also be requested to provide technical assistance such as UDFG troubleshooting and UDFG integration for Government UDF changes. Technical reports, computer software product and software documentation shall be provided **IAW CDRLs A002, A003, and A004**.

3.2.3 SOFTWARE ENGINEERING SUPPORT – FMS

3.2.3.1 OPERATIONAL FLIGHT PROGRAM (OFP)

The Contractor shall incorporate new requirements or problems identified in Government-approved System Anomaly Reports (SARs) or Software Trouble Reports (STRs) in the designated OFP baseline. Engineering support shall include OFP requirements development, OFP design, OFP development, OFP verification testing, and confirmation of separate OFP loading using the standard loader, USQ-131, the Memory Loader Verifier Set (MLVS). The OFP shall be delivered in RRT format using the contractor's secure website. All documentation that is impacted by the OFP changes shall be updated and provided to the Government for approval and shall be provided in a format to be specified by the Government Technical Point of Contact or Government Configuration Manager. The Government will review and provide approval/disapproval of the documentation within 10 working days of the Contractor's submission. The Contractor may also be requested to provide technical assistance such as OFP troubleshooting and OFP integration for Government OFP changes.

Unless otherwise specified, the OFP development shall be performed in the Contractor's facilities. Technical reports, computer software product and software documentation shall be provided **IAW CDRLs A002, A003, and A004.**

3.2.3.2 USER DATA FILE (UDF)

The Contractor shall incorporate Government-approved System Anomaly Reports (SARs)/System Trouble Reports (STRs) into the UDF as required. The Contractor shall provide engineering support to the Government for Government updates of the UDF. Engineering support shall include requirements and design documentation development support, performance verification testing, and confirmation of separate UDF loading using the standard loader, USQ-131, the Memory Loader Verifier Set. The Contractor shall support the test and validation of current ECM techniques in the AN/ALQ-214 and AN/ALQ-165. Technical reports, computer software product and software documentation shall be provided **IAW CDRLs A002, A003 and A004.**

3.2.3.3 UDF GENERATOR (UDFG)

The Contractor shall incorporate new requirements or problems identified in Government-approved System Anomaly Reports (SARs) or Software Trouble Reports (STRs) in the designated UDFG baseline. Engineering support shall include UDFG requirements development, UDFG design, UDFG development, and UDFG verification testing. The contractor shall deliver the UDFG on a classified CD. All documentation that is impacted by the UDFG changes shall be updated and provided to the Government for approval and shall be provided in a format to be specified by the Government Technical Point of Contact or Government Configuration Manager. The Government will review and provide approval/disapproval of the documentation within 10 working days of the Contractor's submission. The Contractor may also be requested to provide technical assistance such as UDFG troubleshooting and UDFG integration for Government UDF changes. Technical reports, computer software product and software documentation shall be provided **IAW CDRLs A002, A003, and A004.**

3.2.5 QUALITY ASSURANCE AND CONFIGURATION MANAGEMENT

The Contractor shall provide a quality assurance (QA) program consistent with the processes described in ISO 9001. The Government may use the on-site Defense Contractor Management Agency representatives to maintain insight into the Contractor QA program or utilize members of the TACAIR EW IPT to monitor work performed. Configuration Management processes shall be consistent with *Capability Maturity Model Integrated*, Version 1.2.

3.2.6 MEETINGS, TELEPHONE CONFERENCE CALLS, AND VIDEO TELECONFERENCES

The Contractor shall host or participate in meetings, telephone conference calls (TCC), and video teleconferences (VTCs) for the purpose of, but not limited to exchanging technical information, discussing status, reviewing requirements, and planning. *The meetings shall include, but are not limited to Program Management Reviews (PMRs), Software Change Coordination Meetings (SCCMs), Computer Resources Working Group (CRWG) meetings, Technical Review Boards (TRBs), Software Change Review Boards (SCRBs), Test Plan Working Groups (TPWGs), Interface Control Working Groups (ICWGs), and Technical Coordination Meetings (TCMs). The Contractor shall provide personnel with the appropriate technical expertise and skills, dependent upon the purpose of the meeting, TCC, or VTC. Trip reports and conference minutes shall be provided **IAW CDRLs A005 and A006**.

*Note: For high complexity task orders that reflect 4500 hours or more, meetings shall include, but not be limited to, program kick-off meeting, preliminary design review, critical design review, and a test readiness review. For low/medium complexity task orders that reflect less than 4500 hours, meetings shall include, but not be limited to, program kick-off and critical design reviews. This will allow the contractor to further streamline their engineering efforts as required.

4.0 REPORTS, DATA, AND OTHER DELIVERABLES

4.1 In performance of the support identified in this PWS, the Contractor shall deliver reports, data, and other documentation in accordance with the applicable Contract Data Requirements List (CDRL). All software and documentation developed and delivered under this contract shall remain the property of the U.S. Government.

CDRL ITEM	DESCRIPTION
A001	Contractor's Monthly Progress and Management Status Report
A002	Technical Reports – Study/Services
A003	Computer Software Product
A004	Software Documentation
A005	Trip Reports
A006	Conference Minutes
A007	Software Development Plan

4.2 The Contractor shall provide monthly progress and status reports IAW CDRL A001 and this paragraph. Each monthly report shall provide a summary of expenditures and shall show the planned expenditures over the life of the contract, comparing planned to actual expenditures. Deviations $\pm 10\%$ of the planned expenditures will be explained. Technical tasking progress will be summarized to include accomplishments, compliance to schedules, issues, problems, and risks to completion of the contractual effort. Specific metric requirements including Software Lines of Code (SLOC) measurements shall be provided **IAW CDRL A001**. Contractor format for SLOC measurements is acceptable.

4.3 Technical Reports. *For each active task order, the Contractor shall produce a Software Maintenance Advisory (SMA). This SMA shall provide a prioritized itemization of Software Trouble Reports (STR), Software Anomaly Reports (SAR) and other known discrepancies along with the Contractor's recommended technical solution for each. Each SMA shall be relevant to the respective task order's purpose and timing. Contractor format for technical reports shall be acceptable with the provision that, as a minimum, they include the following: table of contents, executive summary, purpose, technical discussion, and summary. Technical reports shall be provided **IAW CDRL A002**.

*Note: Prior to new active task order, contractor will have a period of 14 but no more than 30 days to update the SMA by duplicating the SARs and recommending potential solutions to the respective SARs identified by each task order.

4.4 Software. The Contractor shall provide software products in accordance with the requirements specified in paragraph 3.2.2 and its subparagraphs. Software shall be provided to the Government for acceptance using the DD Form 250 and as specified in the PWS. Media format shall be IAW **CDRL A003**.

4.5 Software Engineering Approach

The contractor shall define a software development approach appropriate for the computer software effort to be performed under this solicitation. This approach shall be documented in a Software Development Plan IAW **CDRL A007**. The contractor shall follow this SDP for all computer software to be developed or maintained under this effort.

The SDP shall define the offeror's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0. The SDP shall describe the overall life cycle and shall include primary, supporting, and organizational processes based on the work content of this solicitation. In accordance with the framework defined in IEEE/EIA Std. 12207.0, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Because IEEE/EIA Std. 12207 does not prescribe how to accomplish the task, the offeror must provide this detailed information so the Navy can assess whether the offeror's approach is viable. The SDP shall contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans or Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted. Information provided must include, as a minimum, specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification. The SDP shall serve as the benchmark for the contractor's software development effort.

4.6 Product Documentation. Contractor format for product documentation such as Users Manuals, Software Requirements Specifications, the Interface Requirements Specifications, and the System Segment Specifications, shall be acceptable with the provision that, as a minimum, it includes the following: description of the product, scope of the document, risks associated with the use of the product, and limitations to the product as delivered. An exception to this shall be the delivery of changes pages to existing documents previously developed by the Contractor. In the event that change pages are requested for this contract, the Contractor shall ensure that it is clear what in the original text was changed or removed (the "was") and what in the newly issued page is added or updated (the "is"). Product documentation shall be provided IAW **CDRL A004**.

4.7 Trip Reports/Meeting Minutes. The Contractor shall provide trip reports for travel executed under this contract. Trip reports shall be supplied IAW **CDRL A005**. The Contractor shall take and distribute minutes for meetings held at their facility or when requested at other sites. Meeting minutes shall be provided IAW **CDRL A006**.

4.8 Work Completion. Work completed under this contract will require delivery in various forms, such as technical reports, engineering design drawings, information gathering, sorting, and transfer techniques. These examples are descriptive rather than all inclusive. The Contractor shall exploit and implement new technologies in moving toward a paperless environment, in compliance with all acquisition reform changes. Deliverables may be required in printed, digital media, or via wire and wireless means of communications. It is expected that delivery requirements will shift toward a total electronic medium for transfer and sharing of information during the course of this contract.

4.9 Deliverables. Task order deliverables will be specified in each task order.

5.0 GOVERNMENT FURNISHED ITEMS AND SERVICES

5.1 The Government will furnish access to TACAIR EW laboratories at Point Mugu, Buildings 3008 and 351 on an as-needed and non-interference basis. The Government reserves the right to control the laboratory schedule and use of documentation required for the performance of this Contract.

5.2 Government Furnished Property (GFP), including Government Furnished Information (GFI) and Government Furnished Equipment (GFE) may be provided to the Contractor to accomplish contract requirements. The Contractor shall inventory all GFP and it shall be dispositional by the Government at the completion of this contract.

5.3 No Government workspace, desks, or office supplies will be provided.

6.0 OTHER INFORMATION

6.1 PLACE OF PERFORMANCE

The majority of work will be conducted at the Contractor's facility. The Government will provide Visitor's Badges for access to the Pt. Mugu facility.

6.2 TRAVEL

The Contractor shall be required to travel in the performance of this contract. The list below represents the estimated annual travel requirements during the period of performance:

DESTINATION	NUMBER OF TRIPS	NUMBER OF DAYS	NUMBER OF PEOPLE
NAWCWD, China Lake, CA	4	16	4
NAWCWD, Point Mugu, CA	2	10	2
BAE, Nashua, NH	2	10	3
Boeing, St. Louis, MO	1	2	2
Raytheon, Goleta, CA	1	2	2

6.3 SECURITY

The Contractor shall follow these Security Classification Guides:

1) Countermeasures Set, AN/ALQ-165, Airborne Self-Protection Jammer (ASPJ), OPNAVINST S5513.8B-31 of 13 April 1998

2) Integrated Defensive Electronic Countermeasures (IDECM) Radio Frequency Countermeasures (RFCM) Subsystem AN/ALQ-214, OPNAVINST S5513.8B of Aug 1999

The Contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. All personnel proposed to perform this effort must have an appropriate clearance on file at the Naval Base Ventura County Pass and Decal Office, Port Hueneme, California. The Contractor shall provide a list of personnel with the need to know for access to the Document Control Center (DCC) controlled data NLT fourteen (14) days after the award of this CONTRACT. Upon completion of the CONTRACT requirements, the Contractor shall return all documents to the Government. Access to SECRET information is required in the performance of this contract and shall be in accordance with *National Industrial Security Program Operating Manual* (NISPOM), DoD 5220.22-M, dated January 1995. The Contractor shall provide for the security of the information, hardware, and software in

accordance with the NISPOM. Technical documentation shall be marked with the appropriate classification levels and shall include a distribution statement as defined in *Distribution Statements on Technical Documents*, DoDD 5230.24, dated 18 March 1987. The Contractor shall employ Operational Security (OPSEC) measures to control unclassified information that could be considered mission/program sensitive in accordance with the attached DD Form 254. Unclassified technical information shall be protected from disclosure to unauthorized personnel in accordance with *Withholding of Unclassified Technical Data from Public Disclosure*, DoDD 5230.25, dated 18 August 1995.

6.4 ACRONYMS AND DEFINITIONS

AN/ALQ-214	IDECM
AN/ALQ-165	ASPJ
ASPJ	Advanced Self Protection Jammer
CDRL	Contract Data Requirements List
CMM	Capability Maturity Model
CMMI	Capability Maturity Model Integrated
CRWG	Computer Resources Working Group
DCC	Document Control Center
ECM	Electronic Counter Measures
ECP	Engineering Change Proposal
FMS	Foreign Military Sales
ICWG	Interface Control Working Group
IDECM	Integrated Defensive Electronic Counter Measures
IMPLC	Integrated Multi-Platform Launch Controller
IPT	Integrated Program Team
ISO	International Standards Organization
NAWCWD	Naval Air Warfare Center Weapons Division
NAVAIR	Naval Air Systems Command
NISPOM	National Industrial Security Program Operating Manual
NLT	No Later Than
OPF	Operational Flight Program
OPSEC	Operational Security
PWS	Performance Work Statement
PMR	Program Management Reviews
QA	Quality Assurance
RF	Radio Frequency
SAR	System Anomaly Report
SCCM	Software Change Coordination Meeting
SCRB	Software Change Review Board
SEI	Software Engineering Institute
SLOC	Software Lines of Code
SSA	Software Support Activity
STR	Software Trouble Reports
TACAIR EW	Tactical Aircraft Electronic Warfare
TCC	Telephone Conference Call
TCM	Technical Coordination Meeting
TO	Task Order
TPWG	Test Plan Working Groups
TRB	Technical Review Board
WRA	Weapon Replaceable Assembly
UDF	User Data File
UDFG	User Data File Generator
VTC	Video Tele-Conference

7.0 PERFORMANCE ASSESSMENT METRICS

Performance of services/deliverables shall be assessed by the Contacting Officer's Representative (COR) in accordance with the performance objectives and standards (expectations) established in the attached Quality Assurance Surveillance Plan (QASP). The COR shall deliver performance evaluations to the Contracts Department, indicating the quality level of performance, no later than two (2) weeks following the established inspection frequency. For this contract, the contractor's performance will be assessed every six months during the contract period of performance.

7.1 POINTS-OF-CONTACT

The COR for this contract is Ms. Nadine Donner, NAWCWD, Code 412300E, (805) 989-4270.
The Technical Point of Contact (TPOC) is Mr. Joe Williams, NAWCWD, Code 412300E, (805) 989-1521.
The Configuration Manager is Ms. Michelle Tolson, NAWCWD, Code 685100E, (805) 989-7807.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

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

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT**5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)**

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

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

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

CLAUSES INCORPORATED BY FULL TEXT**5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)(OCT 2005)**

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

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

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

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

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 13-AUG-2010 TO 12-AUG-2015	N/A	N/A FOB: Destination	
0002	POP 13-AUG-2010 TO 12-AUG-2015	N/A	N/A FOB: Destination	
0003	POP 13-AUG-2010 TO 12-AUG-2015	N/A	N/A FOB: Destination	
0004	POP 13-AUG-2010 TO 12-AUG-2015	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

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

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

(a) The contract shall commence on 13 August 2010 and shall continue 12 August 2015. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

5252.216-9506 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 \$500,000.00; the maximum quantity is 68,520 man-hours.

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: See Exhibit A for email addresses

CLAUSES INCORPORATED BY FULL TEXT**5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

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

CLAUSES INCORPORATED BY FULL TEXT**5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)**

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

CLAUSES INCORPORATED BY FULL TEXT**5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)**

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than monthly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the total estimated cost of the contract or order. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

Name	Email	Phone	Role
Helen Xiong	helen.xiong@navy.mil	760-939-5124	Contract Specialist
Nadine Donner	Betty.Donner@navy.mil	805-989-4270	COR

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

(a) Contract Administration Office.

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

See the ADMINISTERED BY Block on the face page of the contract or modification.

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

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

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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: Michael.Mugavero@itt.com

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, *_____ is hereby assigned administrative responsibility for safeguarding classified information.

* TBD

Section H - Special Contract Requirements

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR) (JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):
Naval Air Warfare Center, Weapons Division (Point Mugu and 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 (FAR) Clause 52.232-20, "Limitation of Cost" or 52.232-22, "Limitation of Funds" is 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 thirty (30) days 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 thirty (30) working days from the time of the oral communication amending the order.)

CLAUSES INCORPORATED BY FULL TEXT

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 ten (10) 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 twenty (20) 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.

*** In circumstances where the dollar value of the requirement does not exceed the \$650,000 threshold and the task order is a repeat or similar to a previously performed order it is desired that the contractor respond to the Government sooner than the response days specified.**

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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 (ITAR), 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.

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Funded Cost	*\$ <u>[insert dollar amount or TBD]</u>
Funded Fee	*\$ <u>[insert dollar amount or TBD]</u>
TOTAL FUNDS	*\$ <u>[insert dollar amount or TBD]</u>

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

(c) the items covered by such amount are Item(s) *[insert CLINs]; and

(d) the period of performance for which it is estimated the allotted amount will cover is *[insert the period of performance (calendar date)].

* To be completed at task order level.

CLAUSES INCORPORATED BY FULL TEXT**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.

CLAUSES INCORPORATED BY FULL TEXT**5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)**

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

**5252.242- 9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM
(CPARS)(NAVAIR) (FEB 2009)**

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-00002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the DoD CPARS Policy Guide that is available at: <http://www.cpars.csd.disa.mil/cparsmain.htm>

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [] or total contract/agreement basis [].

CLAUSES INCORPORATED BY FULL TEXT**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:

Martie Hicks
Code 254300D, Stop 4015
429 E. Bowen Road
NAVAIRWARCENWPNSDIV
China Lake, CA 93555-6108
(760) 939-2983
Email: martie.hicks@navy.mil

CLAUSES INCORPORATED BY FULL TEXT**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).

CLAUSES INCORPORATED BY FULL TEXT

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE							

(2) Government furnished property to be provided under this contract:

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter "NONE".]

Nomenclature	Part/Model Number & National Stock Number	Mfg	Serial Number	Location	Quantity/Unit of Issue	Unit Cost
WRA1	1974AS398-1	N/A	920030	IDECM/ASPJ Lab	1/EA	486,714
WRA2	1974AS399-1	N/A	1020981510	IDECM/ASPJ Lab	1/EA	533,912
WRA3	1970AS698-1	N/A	910009	IDECM/ASPJ Lab	1/EA	198,379
WRA4	1970AS604-4	N/A	920056	IDECM/ASPJ Lab	1/EA	199,178
WRA5	1970AS605-4	N/A	910020	IDECM/ASPJ Lab	1/EA	179,356
PreAmps	1971AS925-1	N/A	971021	IDECM/ASPJ Lab	1/EA	36,666
PreAmps	1971AS925-1	N/A	960001	IDECM/ASPJ Lab	1/EA	36,666

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:
 [List Government material here. If none, then enter "NONE".]

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

Schedule/Source	Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
NONE						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) 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 John Trowbridge

CODE 741000D

MAIL ADDRESS Commander, NAWCWD, 1 Administration Circle, MS 1301, China Lake, CA 93555

TELEPHONE NO. 760-939-0987

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	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 2007
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	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
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
52.215-15	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
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-8 (Dev)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
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	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	FEB 2010
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
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
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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

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

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

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

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

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

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

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

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

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

(h) Final payment.

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

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

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

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

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

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

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

52.216-18 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 13 August 2010 through 12 August 2015.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

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

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

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

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after the contract is over.

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it [] is, [X] is not a small business concern under NAICS Code [541512] assigned to contract number [N68936-10-D-0057].

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

Signature

Date

Signer's Printed Name

Signer's Title

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium 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.

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

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

52.244-2 SUBCONTRACTS (JUN 2007) – ALT I (JUN 2007)

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate 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) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

*

*(To be completed at the task order level)

52.248-1 VALUE ENGINEERING (FEB 2000)

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

(b) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

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

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

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

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

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

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

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

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Concurrent and future contract savings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale,

transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

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

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

(End of legend)

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

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

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (DD Form 1423)	7	26 May 2010
Attachment 1	Contract Security Classification (DD Form 254)	2	7 June 2010
Attachment 2	Quality Assurance Surveillance Plan (QASP)	10	28 May 2010

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 the burden, to 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.									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY TDP ____ TM ____ OTHER <u>X</u>						
D. SYSTEM/ITEM TACAIR EW JAMMER SOFTWARE SUPPORT SERVICES		E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO A001	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS & MANAGEMENT REPORT		3. SUBTITLE						
4. AUTHORITY (Data Acquisition Doc. No) DI-MGMT-80227		5. CONTRACT REFERENCE SOW Para. 3.1, 4.1, 4.2		6. REQUIRING OFFICE TACAIR EW Code 41200E					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Blk 16	10. FREQUENCY MTHLY	12. DATE OF 1st SUBMISSION 30 DAC		14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION 15 EOM		a. ADDRESSEE				
					b. COPIES				
					Draft				
					Reg				
					Final				
					Repro				
<p>16. REMARKS</p> <p>Block 4: Contractor format is acceptable as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement will be provided by the Government prior to first submittal.</p> <p>Blocks 10, 12, 13: Reports shall be submitted monthly; first submittal shall be 30 DAC. Subsequent submittals due no later than 15 days after the end of each month.</p> <p>Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to first submittal.</p> <p>Submit reports by electronic mail:</p> <p><u>joseph.e.williams@navy.mil</u> – Code 411300E</p> <p><u>betty.donner@navy.mil</u> – Code 452D00E</p> <p><u>Michele.tolson@navy.mil</u> – Code 685100E</p> <p><u>helen.xiong@navy.mil</u> – Code 254300D</p> <p><u>Alias.king@navy.mil</u> – Code 782200E</p>						Code 411300E	0	1	0
						Code 452D00E	0	1	0
						Code 685100E	0	1	0
						Code 254300D	0	1	0
						Code 782200E	0	1	0
						15. TOTAL	0	5	0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 100526	I. APPROVED BY DRRB Chairperson		J. DATE 100526				

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 the burden, to 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.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY TDP ____ TM ____ OTHER <u>X</u>			
D. SYSTEM/ITEM TACAIR EW JAMMER SOFTWARE SUPPORT SERVICES		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO A003	2. TITLE OF DATA ITEM COMPUTER SOFTWARE PRODUCT		3. SUBTITLE System Anomaly Reports (SARs) or Software Trouble Reports				
4. AUTHORITY (Data Acquisition Doc. No) DI-IPSC-81488		5. CONTRACT REFERENCE SOW Para 3.1, 3.2.2.1, 3.2.2.2, 3.2.2.3, 3.2.3.1, 3.2.3.2, 3.2.3.3, 4.1, 4.4		6. REQUIRING OFFICE TACAIR EW Code 412000E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Blk 16	10. FREQUENCY See Blk 16	12. DATE OF 1st SUBMISSION See Blk 16		14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE See Blk 16	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE	b. COPIES		
<p>16. REMARKS</p> <p>Block 4: Contractor format is acceptable as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement will be provided by the Government prior to first submittal.</p> <p>Blocks 10, 11, 12, 13: Submission shall be as described in each individual Task Order</p> <p>Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to first submittal.</p> <p>Submit reports by electronic mail:</p> <p><u>Joseph.e.williams@navy.mil</u> – Code 411300E</p> <p><u>Betty.donner@navy.mil</u> – Code 452D00E</p> <p><u>Michele.tolson@navy.mil</u> – Code 685100E</p> <p><u>helen.xlong@navy.mil</u> – Code 254300D</p>				Draft	Final		
					Reg	Repro	
				Code 411300E	0	1	0
				Code 452D00E	0	1	0
				Code 685100E	0	1	0
				Code 254300D	0	1	0
				15. TOTAL	0	4	0
				G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 100526	I. APPROVED BY <i>[Signature]</i> DRRB Chairperson

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 the burden, to 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.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY TDP ____ TM ____ OTHER <u>X</u>					
D. SYSTEM/ITEM TACAIR EW JAMMER SOFTWARE SUPPORT SERVICES		E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO A004	2. TITLE OF DATA ITEM SOFTWARE DOCUMENTATION		3. SUBTITLE Software Configuration Items, Software Upgrades, Operational Flight Program Documentation, UDF Design Documentation					
4. AUTHORITY (Data Acquisition Doc. No) DI-IPSC-81756		5. CONTRACT REFERENCE SOW Para 3.1, 3.2.1.3, 3.2.1.4, 3.2.2.1, 3.2.2.2, 3.2.2.3, 3.2.3.1, 3.2.3.2, 3.2.3.3, 4.1, 4.6		6. REQUIRING OFFICE TACAIR EW Code 412000E				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Blk 16	10. FREQUENCY See Blk 16	12. DATE OF 1st SUBMISSION See Blk 16		14. DISTRIBUTION			
8. APP CODE A	11. AS OF DATE See Blk 16	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE				
16. REMARKS Block 4: Contractor format is acceptable as long as DID is used for guidance. Block 9: Distribution Statement will be provided by the Government prior to first submittal. Blocks 10, 11, 12, 13: Submission shall be as described in each individual Task Order Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to first submittal. Submit reports by electronic mail: <u>joseph.e.williams@navy.mil</u> – Code 411300E <u>betty.donner@navy.mil</u> – Code 452D00E <u>Michele.tolson@navy.mil</u> – Code 685100E <u>helen.xlong@navy.mil</u> – Code 254300D					b. COPIES	Draft	Final	
								Reg
					Code 411300E	0	1	0
					Code 452D00E	0	1	0
					Code 685100E	0	1	0
					Code 254300D	0	1	0
					15. TOTAL	0	4	0
					G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 100526	I. APPROVED BY  DRRB Chairperson

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY TDP ____ TM ____ OTHER <u>X</u>					
D. SYSTEM/ITEM TACAIR EW JAMMER SOFTWARE SUPPORT SERVICES		E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO A007	2. TITLE OF DATA ITEM SOFTWARE DEVELOPMENT PLAN (SDP)			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Doc. No) DI-IPSC-81427A			5. CONTRACT REFERENCE SOW Para 4.1, 4.5		6. REQUIRING OFFICE TACAIR EW Code 412000E				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Blk 16	10. FREQUENCY ONE/R	12. DATE OF 1st. SUBMISSION See Blk 16		14. DISTRIBUTION				
8. APP CODE A	11. AS OF DATE See Blk 16	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE	b. COPIES				
					Draft	Final			
						Reg	Repro		
<p>16. REMARKS</p> <p>Block 4: Contractor format is acceptable as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement will be provided by the Government prior to first submittal.</p> <p>Blocks 11, 12, 13: Submission shall be as described in each individual Task Order</p> <p>Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to first submittal.</p> <p>Submit reports by electronic mail: <u>Joseph.e.williams@navy.mil</u> – Code 411300E <u>betty.donner@navy.mil</u> – Code 452D00E <u>Michele.tolson@navy.mil</u> – Code 685100E <u>helen.xiong@navy.mil</u> – Code 254300D</p>						Code 411300E	0	1	0
						Code 452D00E	0	1	0
						Code 685100E	0	1	0
						Code 254300D	0	1	0
15. TOTAL				0	4	0			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 100526		I. APPROVED BY  DRRB Chairperson		J. DATE 100526			

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

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

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

Reference No:

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IF FOR: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/> a. Original (Complete date in all cases)	Date (YYYY/MM/DD) 2010/05/26
b. SUBCONTRACT NUMBER		<input type="checkbox"/> b. REVISED Revision No:	Date (YYYY/MM/DD) //
(Supersedes all previous)			
<input checked="" type="checkbox"/> c. SOLICITATION OR ANOTHER NUMBER DUE DATE (YYYY/MM/DD)	N68936-10-R-0043	<input type="checkbox"/> c. FINAL (Complete item 5 in all cases)	Date (YYYY/MM/DD) //

4. IS THIS A FOLLOW-ON CONTRACT? Yes No
 Classified material received or generated under N68936-04-D-0007
 If Yes, complete the following:
 (Preceding Contract Number) is transferred to this follow-on contract.

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

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

a. NAME, ADDRESS, AND ZIP CODE FOR BID PURPOSES ONLY	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
		N/A

7. SUBCONTRACTOR

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

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
N/A		N/A

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT
 SOFTWARE SUPPORT SERVICES TO THE TACTICAL AIRCRAFT ELECTRONIC WARFARE INTEGRATED PROGRAM TEAM (TACAIR EW IPT)
 TPOC: JOE WILLIAMS, CODE 412300E, (805) 989-1521

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

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

Direct

Through (Specify) COMMANDER NAWCWD, 1 ADMINISTRATION CIRCLE, ATTN: 741000D STOP 1301, CHINA LAKE, CA 93555-6100,

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying the guidance or if any other publications have been made for changes in this guidance, the contractor is authorized and encouraged to request that the identified material challenge the guidance or the classification assigned to any information material included or referred to in this contract. Such requests shall be coordinated with the official identified below. All information included in a challenge shall be handled and protected at the highest level of classification as used in the complete effort to which it is applicable for this classified effort. Attachments forwarded under separate correspondence, any documents, policies, etc. shall be included. AND

N68936-10-R-0043

TECHNICAL PAPERS, BRIEFINGS, PRESENTATIONS, EITHER CLASSIFIED OR UNCLASSIFIED TO BE PRESENTED AT CLASSIFIED SYMPOSIA MUST BE SUBMITTED TO NAWCWD 7.4.4 FOR APPROVAL PRIOR TO PRESENTATION. UNCLASSIFIED MATERIAL, (INCLUDING GRAPHICS) INTENDED FOR PUBLIC RELEASE OR POSTING ON INTERNET/WORD WIDE WEB SITES WILL BE FORWARDED FOR REVIEW TO THE OFFICE LISTED IN ITEM 12 ABOVE BEFORE RELEASE. TRANSMISSION BY NON-SECURE FACSIMILE OF TECHNICAL PAPERS, BRIEFINGS OR PRESENTATIONS IS NOT AUTHORIZED.

THIS DD254 IS FOR THE BASIC CONTRACT. DELIVERY ORDERS WILL BE ISSUED UNDER THIS CONTRACT. A REVISED DD254 WILL BE ISSUED WHEN SECURITY CLASSIFICATION GUIDANCE OTHER THAN THAT PROVIDED BY THIS DD254 IS REQUIRED FOR INDIVIDUAL DELIVERY ORDERS.

ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, U.S. CITIZENSHIP, NEED-TO-KNOW, AND A SPECIAL BRIEFING. NON-U.S. CITIZENS, INCLUDING IMMIGRANT ALIENS, ARE NOT ELIGIBLE FOR ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL. COMSEC INFORMATION AND MATERIALS ARE SUBJECT TO THE CONTROLS OF AND RESTRICTIONS SPECIFIED IN THE NATIONAL SECURITY AGENCY NSA/CSS POLICY MANUAL, 3-16, DATED 05 AUGUST 2005. WHEN ACCESS IS REQUIRED AT GOVERNMENT FACILITIES, CONTRACTOR PERSONNEL WILL ADHERE TO COMSEC RULES AND REGULATIONS AS MANDATED BY EKMS 1A (OR APPLICABLE SERIES) AND COMMAND POLICY AND PROCEDURES. WRITTEN CONCURRENCE OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) IS REQUIRED PRIOR TO SUBCONTRACTING.

ANY CLASSIFIED INFORMATION/MATERIAL RECEIVED OR GENERATED IN PERFORMANCE OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL AND/OR CLASSIFICATION GUIDES PROVIDED BY NAWCWD TECHNICAL POINT OF CONTACT AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT. ANY CLASSIFIED MATERIAL/INFORMATION GENERATED IN PERFORMANCE OF THIS CONTRACT WILL BE SAFEGUARDED ON SITE.

FOR ALL WORK PERFORMED ABOARD NAVAL AIR WARFARE CENTER SITES, THE APPLICABLE INFORMATION SECURITY REGULATIONS WILL BE SECNAV M- 5510.36.

THE CONTRACTOR IS RESPONSIBLE FOR SAFEGUARDING, HANDLING, AND TRANSMITTING CONTROLLED UNCLASSIFIED INFORMATION IN ACCORDANCE WITH THE SECNAV M-5510.36.

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. THE OPSEC PLAN SHALL BE SUBMITTED TO NAWCWD WITHIN 90 DAYS OF CONTRACT AWARD FOR ACCEPTANCE AND APPROVAL. THE CONTRACTOR SHALL MAIL THE PRELIMINARY DRAFT OF OPSEC PLAN TO: COMMANDER NAWCWD, 1 ADMINISTRATION CIRCLE, CODE 741000D STOP 1301. A FINAL PLAN IS DUE 45 DAYS FROM THE DATE THAT THE DRAFT OPSEC PLAN IS APPROVED. WHILE PERFORMING ABOARD NAWCWD SITES, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF OPNAVINST 3432.1 AND THE LOCAL COMMAND NAWCWDINST 3432.1A (SERIES) FOR OPERATIONS SECURITY; AT ALL OTHER SITES, THE CONTRACTOR SHALL COMPLY WITH THE LOCAL COMMAND AND/OR PROGRAM OPSEC PLAN.

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

CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR USER AGENCY APPROVAL.

IF ADDITIONAL SECURITY CLASSIFICATION IS REQUIRED, PLEASE CONTACT THE COR IN BLOCK 16.a.

14. ADDITIONAL SECURITY REQUIREMENTS. Yes No

SEE ITEM 13 ABOVE

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No

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

a. TYPED NAME OF CERTIFYING OFFICIAL JOHN TROWBRIDGE	b. TITLE CONTRACTING OFFICER'S SECURITY REPRESENTATIVE	c. TELEPHONE (Include Area Code) (760) 939-0987
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d. ADDRESS (Include Zip Code) COMMANDER NAWCWD 1 ADMINISTRATION CIRCLE ATTN: 741000D STOP 1301 CHINA LAKE, CA 93555-6100	e. SIGNATURE  7 JUN 2010	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINSTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY OPSEC
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**Quality Assurance Surveillance Plan (QASP)
TACAIR EW JAMMER AN/ALQ 165 AND 214 SOFTWARE SUPPORT**

1. Purpose

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

This contract requirement as defined in the performance work statement (PWS) is for the support services of AN/ALQ-165 and 214 software for NAVAIR Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT). Services required are investigations of anomalies, software engineering, systems engineering, software and firmware maintenance, support tools and facilities maintenance, documentation, and hardware maintenance and upgrade.

It is anticipated that this performance based requirement will be met by using a performance work statement. The contract period of performance will be 5 years. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

2. Authority

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

3. Scope

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

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

4. Government Resources

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

Contracting Officer - A person duly appointed with the authority to enter into (Procuring Contracting Officer) (PCO) or administer (Administrative Contracting Officer) (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is NAWCWD Code 254300D. The ACO will be designated in the resulting contract.

Contracting Officers are designated via a written warrant, which sets forth limitations of authority.

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

Technical Point of Contact (TPOC) – The TPOC is an on-site representative responsible for responding to technical issues and inquiries from both the Government and Contractor about the services being procured to ensure that proper support is provided. The TPOC is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms or conditions shall be referred to the Contracting Officer for action.

5. Responsibilities

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

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

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

6. Methods of QA Surveillance

- a. Contractor Performance Assessment Report System (CPARS)** – An evaluation using the CPARS format will be performed annually. The Government will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the contract, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.
- b. QASP** - The below listed methods of surveillance shall be used by the COR in the technical administration of this QASP. In addition to the below instructions, the form to be used for documentation of quality assurance surveillance for the annual reviews is the Surveillance Activity Checklist provided as Enclosure (3) herein.

7. Surveillance

Enclosure (1) sets forth the performance standards, incentives, and surveillance methods for the contractor and COR. The Task Order Performance Evaluation Survey (enclosure 4) provides a means for the COR to document on an annual basis the results of the surveillance from Task Order (TO) Technical Assistant (TA) input. The COR will provide enclosure (3) to the Contracting Officer on an annual basis.

8. Documentation

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

9. Enclosures

Enclosure (1) AN/ALQ-165 & 214 Software Support Services Standards
Enclosure (2) Incentives
Enclosure (3) Surveillance Activity Checklist
Enclosure (4) Task Order Performance Evaluation Survey

AN/ALQ-165 & 214 SOFTWARE SUPPORT SERVICES STANDARDS

Performance Objective	Performance Standard and Acceptable Quality Level (AQL)	Surveillance Method/Measure	Incentives
Quality of Service Consistent delivery of high quality deliverables.	<ol style="list-style-type: none"> 1. Deliverables were delivered accurate, complete and incorporate all pertinent data with no (or minor) adjustments required by the Government. 2. Any errors / omissions identified by the Government are corrected within 10 business days. 	<ol style="list-style-type: none"> 1. 100% Inspection of CDRLS by COR (with TPOC input). 2. Customer Feedback 	See enclosure 2. (Incentives)
Schedule Required deliverables and services were provided on schedule.	<ol style="list-style-type: none"> 1. Services and deliverables were submitted according to, or ahead of, agreed upon schedule. Exceptions were due to circumstances outside of the Contractor's control. 	<ol style="list-style-type: none"> 1. 100% Inspection of CDRLS by COR (with TPOC input). 2. Customer Feedback 	See enclosure 2. (Incentives)
Positive Business Relations Customer Satisfaction and Timely and Open Communication.	<ol style="list-style-type: none"> 1. The Contractor was responsive to Government concerns and promptly applied corrective action to performance issues. 2. The Contractor provided timely notification of issues and/or items requiring Government actions. 	<ol style="list-style-type: none"> 1. Customer Feedback 	See enclosure 2. (Incentives)
Timely, Accurate and Complete Program Reporting	<ol style="list-style-type: none"> 1. Reports were delivered on time, were accurate and met all PWS and CDRL content requirements. 	<ol style="list-style-type: none"> 1. 100% Inspection of Monthly Status Report by COR (with TPOC input). 	See enclosure 2. (Incentives)
Cost Control IAW the IDIQ, CPFF, LOE terms.	<ol style="list-style-type: none"> 1. The Contractor provided accurate and timely financial estimates, subcontractor and/or material quotes, and expenditure reporting. 2. The Contractor ensured that incurred costs and hours are consistent with the value of their services and products received. 3. The Contractor's cost proposals for task orders are accurate, fully documented, reliable and timely. 	100% Inspection by COR and customer feedback.	See enclosure 2. (Incentives)

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INCENTIVES

The following incentives shall apply to performance under this contract.

Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Twelve Months	None of the measurement areas rated below "Satisfactory".	Annual evaluation using the CPARS format covering the previous 12 months.	(+) Meets the acceptable performance definition as a condition positive CPARS input. (-) Does not meet the acceptable performance definition as a condition negative CPARS input.

If the contractor does not meet the acceptable performance levels, the contractor will be required to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

If the contractor has not met all regulatory requirements and the contractor is not rated Satisfactory or better, consideration of the exercise of option years will be denied.

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

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

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

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Positive Business Relations – Assess the contractor’s response to Government concerns/issues and action taken to address the concerns and/or correct the issues. Likewise, assess the contractor’s timely notification of issues/areas requiring Government actions.

Timely, Accurate and Complete Program Reporting – Assess the contractor’s timely delivery of Monthly Status Reports and ensuring that the reports met all PWS content requirements.

Cost Control – Assess the contractor’s effectiveness in forecasting, managing, and controlling contract cost. Is the contractor experiencing cost growth or under run? If so, discuss the causes and contractor-proposed solutions for the cost overruns. For contracts where task or contract sizing is based upon contractor provided person-hour estimates, the relationship of these estimates to ultimate cost will be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources in each work effort will be assessed.

The evaluation ratings are as follows:

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

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

Satisfactory – Performance meets contractual requirements. The contractual performance of the tasks contains some minor problems for which corrective actions taken by the contractor were satisfactory.

Marginal – Performance does not meet contractual requirements. The contractual performance of the tasks being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions were only marginally effective or were not fully implemented.

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

SURVEILLANCE ACTIVITY CHECKLIST

Annual Surveillance:

The COR will perform an annual assessment using the aggregate of the Task Order Performance Evaluation Surveys. The COR will use the standards listed in enclosure (1) utilizing the CPARS evaluation rating definitions listed in Enclosure (2).

Description	Date Planned	Date Completed	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Quality of Service							
Schedule							
Positive Business Relations							
Timely, Accurate and Complete Program Reporting							
Cost Control							
TOTAL							

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ANNUAL SURVEILLANCE

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

Sample T.O. Performance Evaluation Survey	
Customer Name:	Customer's Code Number:
Task Leader Name:	TASK ORDER
	Number: _____ Title: _____
Date of Survey:	Customer Signature: _____
A. Quality of Service <ul style="list-style-type: none"> ▪ Were services and deliverables accurate, complete, requiring no or minor adjustments by the Government? ▪ Does the contractor's work measure up to commonly-accepted technical or professional standards? ▪ Were errors corrected within 10 business days? 	
Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
Has improvement been noticed since the previous survey? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 	
Comments:	
B. Schedule <ul style="list-style-type: none"> ▪ Were task order Milestones met ? ▪ Were schedules met or exceeded? ▪ Did contractor efforts contribute to meeting or exceeding the schedule? 	
Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
Has improvement been noticed since the previous survey? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 	
Comments:	

Sample T.O. Performance Evaluation Survey (cont'd)

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C. Positive Business Relations				
<ul style="list-style-type: none"> ▪ Was the contractor responsive to Government concerns/issues? ▪ Did the contractor promptly apply corrective action? ▪ Did the contractor provide timely notification of issues/areas requiring Government actions? 				
Exceptional <input type="checkbox"/>	Very Good <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Marginal <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Has improvement been noticed since the previous survey?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Comments:				
D. Timely, Accurate and Complete Program Reporting				
<ul style="list-style-type: none"> ▪ Were program reports delivered on time? ▪ Did the Reports meet all PWS and CDRL content requirements? 				
Exceptional <input type="checkbox"/>	Very Good <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Marginal <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Has improvement been noticed since the previous survey?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Comments:				
E. Cost Control				
<ul style="list-style-type: none"> ▪ Did the contractor provide accurate and timely financial estimates and expenditure reporting? ▪ Were incurred costs and hours consistent with the value of the services provided? ▪ Were cost proposals for task orders accurate, fully documented and timely? 				
Exceptional <input type="checkbox"/>	Very Good <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Marginal <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Has improvement been noticed since the previous survey?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Comments:				

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