

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 01-Jun-2011	4. REQUISITION/PURCHASE REQ. NO. 1300201701-0002, 1300208148	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Weapons Division China Lake 429 E Bowen Road - Stop 4015 China Lake CA 93555-6108 erica.aragon@navy.mil 760-939-3974	CODE N68936	7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES P.O. Box 9608 Mission Hills CA 91346-9608	CODE S0512A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Engineering Management Concepts, Inc. 5051 Verdugo Way Suite 200 Camarillo CA 93012-8658	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4745-GM02
	10B. DATED (SEE ITEM 13) 01-May-2011
CAGE CODE 1DB04	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Collin A Kyte, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Collin A Kyte (Signature of Contracting Officer)	16C. DATE SIGNED 01-Jun-2011
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to incremental fund, IAW PR 1300201701-0002 (predominately for labor) and PR 1300208148 (for ODC's). A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$529,505.00 by \$2,000,253.72 to \$2,529,758.72.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400004	O&MN,N	0.00	6,666.67	6,666.67
400005	O&MN,N	0.00	6,666.67	6,666.67
400006	O&MN,N	0.00	6,666.66	6,666.66
400007	O&MN,N	0.00	81,000.00	81,000.00
400008	O&MN,N	0.00	20,000.00	20,000.00
400009	O&MN,N	0.00	25,000.00	25,000.00
400010	O&MN,N	0.00	127,000.00	127,000.00
400011	O&MN,N	0.00	12,250.00	12,250.00
400012	O&MN,N	0.00	8,500.00	8,500.00
400013	O&MN,N	0.00	1,616,250.00	1,616,250.00
600002	O&MN,N	0.00	35,000.00	35,000.00
600003	O&MN,N	0.00	4,490.00	4,490.00
600004	O&MN,N	0.00	41,474.52	41,474.52
600005	O&MN,N	0.00	2,490.00	2,490.00
600006	O&MN,N	0.00	681.00	681.00
600007	O&MN,N	0.00	760.00	760.00
600008	O&MN,N	0.00	908.00	908.00
600009	O&MN,N	0.00	4,450.20	4,450.20

The total value of the order is hereby increased from \$5,857,871.07 by \$0.00 to \$5,857,871.07.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 1 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). Base Year (O&MN,N)	1.0 Lot	\$5,424,156.70		
400001	PR 1300201701 \$16,000 Acrn: AA (O&MN,N)				
400002	PR 1300201701-0001 \$126,000 Acrn: AC (O&MN,N)				
400003	PR 1300201701-0001 \$325,000 Acrn: AD (O&MN,N)				
400004	PR 1300201701-0002 \$6,666.67 Acrn: AE (O&MN,N)				
400005	PR 1300201701-0002 \$6,666.67 Acrn: AF (O&MN,N)				
400006	PR 1300201701-0002 \$6,666.66 Acrn: AG (O&MN,N)				
400007	PR 1300201701-0002 \$81,000 Acrn: AH (O&MN,N)				
400008	PR 1300201701-0002 \$20,000 Acrn: AJ				

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(O&MN,N)

400009 PR  
1300201701-0002  
\$25,000  
Acrn: AK  
(O&MN,N)

400010 PR  
1300201701-0002  
\$127,000  
Acrn: AC  
(O&MN,N)

400011 PR  
1300201701-0002  
\$12,250  
Acrn: AL  
(O&MN,N)

400012 PR  
1300201701-0002  
\$8,500  
Acrn: AM  
(O&MN,N)

400013 PR  
1300201701-0002  
\$1,616,250  
Acrn: AD  
(O&MN,N)

4001 The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). Option Year 1 (O&MN,N) Option 1.0 Lot \$5,599,580.08

4002 The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). Option Year 2 (O&MN,N) Option 1.0 Lot \$5,767,622.83

4003 The contractor shall provide Labor for Engineering and Logistical support in accordance with 1.0 Lot \$5,911,056.85

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 3 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

the Performance  
Work Statement  
(PWS). Option  
Year 3 (O&MN,N)  
Option

4010	Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) NSP (TBD)	1.0 Lot	\$0.00	\$0.00	\$0.00
4011	Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) NSP (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4012	Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) NSP (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4013	Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) NSP (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000	Material/Other Direct Costs Base Year (O&MN,N)	1.0 Lot	
600001	PR 1300201701-0001 \$62,505.00 Acrn: AB (O&MN,N)		
600002	PR 1300201701-0002 \$35,000 Acrn: AD (O&MN,N)		
600003	PR 1300208148 \$4,490 Acrn: AN (O&MN,N)		
600004	PR 1300208148		

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 4 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

\$41,474.52  
Acrn: AN  
(O&MN,N)

600005 PR 1300208148  
\$2,490  
Acrn: AN  
(O&MN,N)

600006 PR 1300208148  
\$681  
Acrn: AN  
(O&MN,N)

600007 PR 1300208148  
\$760  
Acrn: AN  
(O&MN,N)

600008 PR 1300208148  
\$908  
Acrn: AN  
(O&MN,N)

600009 PR 1300208148  
\$4,450.20  
Acrn: AN  
(O&MN,N)

6001 Material/Other 1.0 Lot [REDACTED]  
Direct Costs  
Option Year 1  
(O&MN,N)  
Option

6002 Material/Other 1.0 Lot [REDACTED]  
Direct Costs  
Option Year 2  
(O&MN,N)  
Option

6003 Material/Other 1.0 Lot [REDACTED]  
Direct Costs  
Option Year 3  
(O&MN,N)  
Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	The contractor shall provide Labor for Engineering and Logistical support in accordance with the Performance Work Statement (PWS). Option Year 4 (O&MN,N) Option	1.0 Lot	\$6,138,217.61	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 5 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

7010	Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) NSP (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Material/Other Direct Costs Option Year 4 (O&MN, N) Option	1.0	Lot	[REDACTED]

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

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 6 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4000, 4001, 4002, 4003, and 7000 - The Contractor shall provide the supplies and services in accordance with Section C Performance-Based Statement of Work for services to support the All Weapons Information Systems (AWIS) Team.

Items 6000, 6001, 6002, 6003, and 9000 - The Contractor shall provide Material, Travel, and Training in accordance with paragraph 4.4 below.

Items 4010, 4011, 4012, 4013, and 7010 - The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and paragraph 4.1 below.

**All Weapons Information System (AWIS)  
Performance Based Statement of Work (PBSOW)  
16 September 2010**

### 1.0 SCOPE

1.1 Scope. The contractor shall provide design, development, enhancement, and maintenance Information Technology services for the AWIS software application modules. Specifically, these services consist of software design, development, maintenance, and enhancement; testing; coding; database administration and maintenance; data analysis and integration; deployment of new modules and maintenance releases for existing modules; trouble shooting, training, and end user assistance with existing AWIS modules; logistics data collection and analysis; systems administration for the AWIS servers; and configuration and data management. All work executed under this task order shall be performed and graded using the guidance set forth by the best practices of Capability Maturity Model® Integration (CMMI) and the AWIS Executive Steering Group (ESG). This effort shall include maintenance, and conversion of Naval Sea Systems Command (NAVSEA) data into all of the common AWIS modules.

1.2 Background. AWIS is the centralized web database for ordnance logistics data for the Naval Air Systems Command (NAVAIR). All development and maintenance for the AWIS portal and modules is completed utilizing the best practices of CMMI. CMMI consists of best practices that address development and maintenance activities applied to products and services. It addresses practices that cover the product's lifecycle from conception through delivery and maintenance. The emphasis is on the work necessary to build and maintain the total product. AWIS employs an Executive Steering Group (ESG) consisting of both Government and non-Government personnel who establish and set CMMI policies and implement CMMI standards.

AWIS consists of approximately 50 modules in seven different process areas and has approximately 7,000 users. These modules are at various stages of their life cycle (requirements, beta test, or maintenance). All modules are accessible via portal technology called AWIS Central and users with the appropriate level of access can transparently move between modules. In order to ensure the highest degree of data accuracy, all modules access the same set of validated information. The application and management of software development methods, practices, and documentation varies from platform to platform in the Naval Air Warfare Center Weapons Division (NAWCWD) AWIS environment, just as it does in the business and administrative environments. The software process related to the business and administrative functions is centered on best industry standard methods and practices. NAWCWD AWIS has instituted an active program for the NAWCWD Software Process

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 7 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Improvement Initiative to improve its software and system engineering design/development/test processes to a higher maturity level in accordance with the CMMI principles developed by the Software Engineering Institute (SEI).

## 2.0 APPLICABLE DOCUMENTS

2.1 General. The documents listed below are the ones needed to fully understand the requirements stated in this PBSOW. All Information Assurance (IA) will be in compliance with the following:

- OR\_CCB\_001, AWIS Configuration Control Board (CCB) Charter, July 2009
- CMMI for Development, Version 1.2, <http://www.sei.cmu.edu/reports/06tr008.pdf>
- CMMI Guidelines for Process Integration and Product Improvement, Second Edition, IBSN: 0-321-27967-0
- AWIS Navy Network Warfare Command (NNWC)-System Security Authorization Agreement (SSAA)-PhIII.doc – AWIS System Security Authorization Agreement
- AWIS Rules of Behavior.docx – AWIS Security Rules of Behavior
- AWIS System Security Plan.docx – AWIS System Security Plan
- AWIS\_Database\_Standards.doc – AWIS Database Standards 1.1.2.3
- AWIS\_Development\_Standards.doc – AWIS Development Standards 1.1.4.2
- AWIS\_Support\_Desk\_Response\_Policy.docx – AWIS Support Desk Response Time Policy 1.0.0.0
- MIL-STD-130 – Item Unique Identification (IUID) Standards, <http://www.acq.osd.mil/dpap/UID>
- American National Standards Institute (ANSI), <http://www.ansi.org>
- International Standards Organization (ISO), <http://www.iso.org>
- Naval Ordnance Maintenance Management Program (NOMMP), Chief of Naval Operations Instruction (OPNAVINST) 8000.16C - <https://awis.navair.navy.mil/redshirt/redshirt>
- Naval Aviation Maintenance Program (NAMP) (COMNAVAIRFORINST 4790.2A CH-2) - <http://www.navair.navy.mil/logistics/4790/>

2.2 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 PBSOW.

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 8 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

### 2.2.2 System Software / Application Compliance.

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

### 2.2.3 Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services.

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

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

### 2.2.4 Software Development/Server Procurement.

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

### 2.2.5 Information Assurance (IA).

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 9 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- (Assistant Secretary of the Navy) ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, July 31, 2009
- (Chairman of the Joint Chiefs of Staff Instruction) CJCSI 3170.01G (series), “Joint Capabilities Integration and Development System”, 1 March 2009
- CJCSI 6211.02C (series) – “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008
- CJCSI 6212.01E (series) – “Interoperability and Supportability of Information Technology and National Security Systems,” 15 December 2008
- CJCSI 6250.01C (series) – “Satellite Communications,” 30 April 2007
- CJCSI 6510.01E, “Information Assurance (IA) and Computer Network Defense (CND),” 15 August 2007
- (Chairman of the Joint Chiefs of Staff Manual) CJCSM 6510.01A – “Information Assurance (IA) and Computer Network Defense (CND) Volume I (Incident Handling Program”, 24 June 2009
- (Chief of Naval Operations/Headquarters, United States Marine Corps) CNO N614/HQMC C4 – “Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0,” 31 October 2002
- Defense Acquisition Guidebook – Chapter 7 “Acquiring Information Technology, Including National Security Systems,”; Section 7.5 “Information Assurance (IA)”
- (Department of Defense) DoD 5220.22-M, “National Industrial Security Program Operating Manual,” February 28, 2006 (NISPOM)
- DoD 8570.01-M, “Information Assurance Workforce Improvement Program”, 19 Dec 2005 (Incorporating Change 2, Feb 25, 2010)
- (Department of Defense Directive) DoDD 8000.01 “Management of the Department of Defense Information Enterprise,” February 10, 2009
- DoDD 8100.02, “Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007
- DoDD 8500.01E (series), “Information Assurance (IA),” October 24, 2002, Certified Current as of April 23, 2007
- DoDD 8570.01 “Information Assurance Training, Certification, and Workforce Management,” August 15, 2004, Certified Current as of April 23, 2007
- DoDI 4630.8, “Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS),” June 30, 2004
- DoDI 8500.2, “Information Assurance Implementation,” February 6, 2003
- DoDI 8510.01, “DoD Information Assurance Certification and Accreditation Process (DIACAP),” November 28, 2007
- DoDI 8520.2, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling, April 1, 2004
- DoDI 8551.1, “Ports, Protocols, and Services Management (PPSM),” August 13, 2004
- DoDI 8580.1, “Information Assurance in the Defense Acquisition System,” July 9, 2004
- DoDI 8581.01, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense,” June 8, 2010
- DON CIO Memo 02-10, “Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology,” 26 April 2010
- DON Itr 5239 NAVAIR 726/2322 of 18 Feb 09, “NAVAIR Data at Rest Policy”
- Federal Information Processing Standards Publications (FIPS PUB) [<http://www.itl.nist.gov/fipspubs/by-num.htm>]
- (National Security Telecommunications and Information Systems Security Policy) NSTISSP No. 11, “Revised Fact Sheet National Information Assurance Acquisition Policy,” July 2003
- (Office of the Chief of Naval Operations) OPNAV INST 5239.1C, “Navy Information Assurance (IA) Program,” 20 Aug 08
- SECNAV M-5239.1, “Department of the Navy Information Assurance Program; Information Assurance Manual,” November 2005
- SECNAVINST 5230.15, “Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software,” 10 April 2009
- SECNAVINST 5239.3B, “Department of the Navy Information Assurance Policy,” June 17, 2009
- SECNAVINST 5239.19, “Department of the Navy Computer Network Incident Response and Reporting Requirements,” 18 March 2008

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 10 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- The National Security Act of 1947
- Title 40/Clinger-Cohen Act

An IA Manager is available via the NAVAIR portal at

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

2.2.5.2 All IT procured in the performance of this PBSOW shall meet all DoD/DON and NAVAIR IA policies defined in paragraph 2.2.5.1. Failure to follow these policies will result in denied access to NMCI, One Net, Integrated Shipboard Network System (ISNS) and other DON, DoD and Joint Networks. These IA policies are standard across the Department and ensure IA compatibility and interoperability.

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

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

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

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

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

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

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

## 2.2.6 Enterprise Architecture:

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 11 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

2.2.6.3 Navy Enterprise Architecture and Data Strategy (NEADS). The Contractor shall comply with the NEADS policy found at the following website dated 6 April 2007.  
<https://acc.dau.mil/CommunityBrowser.aspx?id=144983&lang=en-US>

### 2.2.7 Software Process Improvement Initiative (SPII).

As defined in the Assistant Secretary of the Navy (ASN) Memorandum, Software Process Improvement Initiative (SPII) Guidance for Use of Software Process Improvement Contract Language dated 13 July 2007, "Computer Software development" or "software development" means, as applicable developing or delivering new source code, modifying existing source code, coding computer instructions and data definitions, building 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.

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

## 3.0 O&M,N Funded Requirements

3.1 General Requirements. The contractor shall provide weapons life-cycle tracking from initial delivery data to final expenditure data. The contractor shall access the software application ExtraView for all specific task assignments. All material, training and travel required for AWIS shall be approved by the Task Order Manager. All travel shall be conducted in accordance with the Joint Travel Regulations (JTR). Minimum personnel experience and education levels for this PBSOW shall be as follows:

Labor Category	Qualifications
Sr. Program Manager	Education: Masters or Bachelors Degree or equivalent experience. Background/Experience: Minimum of fifteen (15) years of experience.
Sr. Business Analyst	Education: Bachelor's Degree or equivalent experience. Background/Experience: Minimum of fifteen (15) years of experience.
Sr. Project Manager	Education: Bachelor's Degree or equivalent experience. Background/Experience: Minimum of twelve (12) years of experience.
Project Manager	Education: Bachelor's Degree or equivalent experience. Background/Experience: Minimum of eight (8) years of experience.
Sr. Programmer	Education: Bachelor's Degree or equivalent experience. Background/Experience: Minimum of eight (8) years of experience.
Sr. Systems Analyst	Education: Bachelor's Degree or equivalent experience. Background/Experience: Minimum of ten (10) years of experience.
Systems Analyst	Education: Bachelor's Degree or equivalent experience. Background/Experience: Minimum of six (6) years of experience.
	Education: Associate Degree or equivalent experience.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 12 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Web Designer	Background/Experience: Minimum of six (6) years of experience.
Programmer	Education: High School diploma. Background/Experience: Minimum of two (2) years of experience.
Associate Programmer	Education: High School diploma. Background/Experience. Entry level position.
Analyst	Education: Bachelor's Degree or equivalent experience. Background/Experience: Minimum of six (6) years of experience.
Technical Writer II	Education: Associate Degree or equivalent experience. Background/Experience: Minimum of six (6) years of experience.
Technical Writer I	Education: High School diploma. Background/Experience: Minimum of four (4) years of experience.

3.1.1 The contractor shall assign team members based on complementary expertise and skills, not on availability; provide a training orientation for all personnel assigned to this task order covering the NAVAIR IT/Information Management (IM) current mission and business, future strategies and plans, as well as those of AWIS customers; remain current in functional areas of expertise and evolving technologies; and provide training for Government personnel.

3.1.2 The contractor shall implement all AWIS modules in accordance with AWIS project plans, specifications, and documentation. The contractor shall identify, coordinate, schedule, and manage resources to accomplish implementations in an efficient and effective manner.

3.1.3 The contractor shall update verification, validation, and accreditation documentation based on current process models.

3.1.4 The contractor shall conduct weekly AWIS Program conference calls and regular status meetings, providing assessments and reviews in accordance with the AWIS\_Database\_Standards.doc – AWIS Database Standards 1.1.2.3 and the AWIS\_Development\_Standards.doc – AWIS Development Standards 1.1.4.2 listed in paragraph 2.0. The contractor shall notify all ESG members of scheduled meetings and cancellation of meetings. Any re-scheduling or cancellation of meetings shall be in writing and approved by either the Task Order Manager (TOM) or Program Manager (PM) prior to change.

3.1.5 The contractor shall perform reviews and documentation in accordance with CMMI Guidelines for Process Integration and Product Improvement, Second Edition, ISBN: 0-321-27967-0 listed in paragraph 2.0 when the deliverables to be released are at the 95% completion level.

3.1.6 The contractor shall prepare documentation, plans, specifications, and schedules in accordance with CMMI Guidelines for Process Integration and Product Improvement, Second Edition, ISBN: 0-321-27967-0 listed in paragraph 2.0, and meet objectives in accordance with those documents and plans.

3.1.7 The contractor shall track, manage, and develop all modules in accordance with CMMI standards for the CMMI level AWIS holds at the time work is performed under this task order.

3.1.8 The contractor shall develop, enhance, and implement all present and future AWIS IT systems, whether Research, Development, Test, and Evaluation (RDT&E) Networks or business related in accordance with established Naval Enterprise Architecture Development Guidelines (NEADG) software development standards, policies, and procedures specified in paragraph 2.2.6.3.

3.1.9 The contractor shall create and maintain all AWIS software modules using Government-furnished AWIS test and developmental servers. All code, including source code and compiled code developed under this PBSOW shall be the property of the Government and shall be maintained in the Government-Furnished Equipment (GFE) CMMI tool, Source Off site Program, or other configuration management tools as approved by

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 13 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the AWIS Program Office. The contractor shall use ExtraView, for problem reporting, or other applications as approved by the AWIS Program Office, shall be used to record corrective actions and to assign responsibility for resolution. Unless otherwise noted, all applications shall only utilize Classic Active Server Pages (ASP), ASP.Net, Java or JavaScript.

3.1.10 The contractor shall provide the following types of services as defined below. The following sections are interrelated and are not exclusive. Subsections are provided to help categorize and aid in the understanding of the scope of the services to be provided under this task order.

3.1.10.1 Studies, Analysis, and Assessments. The contractor shall research, assess, analyze, design, develop, test, benchmark, and evaluate the application of AWIS IT resources in various scientific and engineering fields. Benchmarking shall include hardware, software, systems, and components to determine their applicability, economy, effectiveness, and performance. Areas include weapon system analysis, engineering, and integration; system software design, development, verification, and validation; in-service engineering for weapons database management systems; IT architectures; communication systems; and IT systems/security.

3.1.10.2 Project Planning, Technical Reviews, and Documentation for IT Systems. The contractor shall perform and participate in technical reviews to demonstrate and document AWIS systems and IT project compliance with DoD, DON, and joint service or other Government project requirements, reviews, and development schedules. The contractor shall also provide IT project planning and management activities, including feasibility, cost/benefit, alternatives, and economic analysis and planning services as well as services related to the entire set of standard project management functions and full life-cycle management of all AWIS modules assigned.

3.1.11 Program/Project Management Documentation. The contractor shall develop program/project management documents to include configuration management plan, database administration plan, data communications plan, economic analysis, modeling and trade-off analysis, functional descriptions, general functional requirements, interface design documents, plan of actions and milestones, logistics plans, maintenance and operations plans, project management plans, repair and maintenance plans, requirements documents, security plans, software design documents, software development plans, system or subsystem specifications, standardization and interoperability plans, quality assurance plans, test and evaluation plans, test procedures, results and reports, training plans, training materials, transition strategy plans, user manuals, and verification and validation plans.

3.1.12 Software Development. The contractor, in response to software requests via ExtraView, shall first review existing commercial off-the-shelf (COTS) software and Government off-the-shelf (GOTS) software for its applicability to the NAWCWD mission and the planning for and integration of selected software into the AWIS software suite prior to promoting a development program. The contractor shall perform the following tasks for software systems development:

3.1.12.1 The contractor shall perform strategic, generalized, and project specific planning.

3.1.12.2 The contractor shall perform requirements definition, technology assessment, feasibility studies, and analysis of alternatives.

3.1.12.3 The contractor shall perform systems modeling, systems integration, interface planning, and transition analysis.

3.1.12.4 The contractor shall perform design, enhancement, modification, prototyping, coding, testing, evaluation, implementation, and training for IT applications.

3.1.12.5 The contractor shall perform development, implementation, modification, and update of operating systems and communications software systems.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 14 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.12.6 The contractor shall perform the application of computer aided engineering disciplines, including computer aided design, computer aided manufacturing, and computer aided software engineering (CASE) such as diagram editing systems, design analysis and checking facilities, query language facilities, data dictionary facilities, report generation facilities, forms generation tools, and import/export facilities. These disciplines shall be applied, where applicable, to AWIS scientific and engineering IT s requirements.

3.1.12.7 The contractor shall perform analysis, design, coding, integration, testing, and deployment of specified software in accordance with the CMMI Guidelines for Process Integration and Product Improvement, Second Edition, ISBN: 0-321-27967-0 listed in paragraph 2.0. The contractor shall also provide training to Government personnel on analysis, design, coding, integration, testing, and deployment of specified software. The contractor shall perform these efforts with both COTS and GOTS software. The quality levels shall be in accordance with CMMI Guidelines for Process Integration and Product Improvement, Second Edition, ISBN: 0-321-27967-0 listed in paragraph 2.0.

3.1.12.8 The contractor shall participate in assessments, process definition, preparation, and implementation of plans of action for improvement and re-assessments of software projects.

3.1.12.9 The contractor shall provide software development for process monitor control systems and environmental monitoring systems.

3.1.13 IT Services. The contractor shall provide systems development and operations services for the AWIS mission and business functions. These services shall include development and operations, software installation and operations, system/software administration, system and component maintenance, user support, training, security, and computer facilities management. The contractor shall provide software services that include evaluating and optimizing system software; analyzing new software releases to determine impact on existing applications; maintaining, testing, and debugging system software; installing releases; developing various utilities; providing assistance to users of systems software; and performance of configuration management.

3.1.13.1 The contractor shall provide assessment of scientific and engineering systems and initiatives as well as analysis of IT operations and maintenance issues.

3.1.13.2 The contractor shall provide system troubleshooting including restoration of system software to operational condition, system performance monitoring and tuning, system backup and recovery, and the setup of distributed computing systems/environments.

3.1.13.3 The contractor shall provide management and performance analysis, and dispatch of repair or assistance personnel, technical advice, assistance, and training to users.

3.1.13.4 The contractor shall provide training for Government personnel on the use of contractor-developed products, Government products, other third-party software, or combinations thereof.

3.1.14 Data and Information Handling, Data Management, and Administration. The contractor shall define, analyze, rationalize, and develop alternatives for data and information handling; perform econometric analysis; and present alternatives for the development of database initiatives. Based on Government-selected database architecture, the contractor shall provide any or all of the following database areas: design, development, programming, installation, operation, modification, update, documentation, and maintenance. Operation of databases shall include incorporation of authorized changes into existing data files, creation of backup and archive copies of new or updated data files, creation of new data files from digital draft, handwritten, typed, or other media input, and conversion of data files from one format to another.

3.1.14.1 The contractor shall provide data management and administration services, including project and program specific data repositories and data dictionaries, as well as other database administration services for

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 15 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

project and program specific applications.

3.1.15 Configuration/Data Management for IT Systems. The contractor shall provide configuration/data administration services for AWIS systems. Responsibilities shall include the definition, accounting, documenting, controlling, storing, and reporting of data and information concerning hardware, software, systems, components, and processes over their life cycle. The specific documentation, procedures, format, and content shall be controlled by selective application and tailoring of necessary standards. Documentation that will be required by the Government during the term of the contract shall include computer aided engineering data spanning the spectrum from computer aided drafting/design to computer integrated manufacturing; design specifications for hardware, software, and IT systems ranging from one-of-a-kind data-gathering systems to interface specifications for embedded systems; "as-built" data and documentation for hardware, software, and IT systems; database interface and interconnection requirements; quality control and quality assurance processes, procedures, and application strategy data; econometric studies and analysis of various automated scientific, engineering, and training systems and subsystems, and their inter-relationships; reliability, maintainability, and availability data, including statistical data; graphical data and interactive graphic data; and IT system and equipment installation/de-installation data.

3.1.16 Quality Assurance/Quality Control of IT Systems. The contractor shall provide reliability, maintainability, software engineering, quality assurance, and parts control.

3.1.16.1 The contractor shall be required to review and analyze processes, plans, and procedures. This task shall include the preparation and updating of quality assurance plans and procedures that identify processes and work products to be reviewed for each module, criticality analysis, procedural audits, analysis and tracking of requirements, inspection of product design and implementation, examining records of walk-through and inspections, including preparations for project reviews, certifying test procedures, facilities and tools, and witnessing tests. Results shall be communicated and corrective actions tracked/escalated using ExtraView.

3.1.17 Security. The clearance level of this order is Secret. This order requires a Security Servicing Agreement. The performance of this PBSOW requires the transfer, storage, use, and generation of classified information up to and including the level of Secret. Only unclassified or unclassified sensitive tasks shall be performed at the contractor facility.

3.1.18 Management of Sensitive and Secure Data and Systems. The contractor shall provide both a data systems design, and operating practices and procedures to the TOM for approval. Depending on the particular system involved, information used on or with that system may be classified up to the level of 'Secret', or in any of several 'Unclassified Sensitive' categories. The contractor shall implement security policies and procedures in accordance with the DD Form 254, DoD Contract Security Classification Specification (see task order attachments) including IA and physical security.

3.1.19 Information Assurance.

3.1.19.1 All IT procured by the contractor on behalf of NAVAIR or NAVSEA shall meet all DoD/DON CIO and NAVAIR IA polices as specified in Section 2.2.6. Failure to follow these policies will result in denied access to NMCI; One Net; ISNS; and other DON, DoD, and Joint Networks.

3.1.19.2 The contractor shall not duplicate or disclose classified or sensitive information to any person other than a Government or contractor employee who must have the information for the performance of obligations, as set forth by the requirements of this task order, unless such duplication or disclosure is specifically authorized in writing by the Contracting Officer.

3.1.19.3 The contractor shall handle Business Sensitive Information of a proprietary nature. Business Sensitive Information is the property of the U.S. Navy and NAWCWD, and is disclosed to the contractor in

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 16 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

confidence. Business Sensitive Information shall be protected by the contractor and not disclosed to others, or reproduced without the express written consent of the TOM. If consent is given for reproduction in part or in whole, it shall be marked "Business Sensitive – Property of NAWCWD."

3.1.19.4 All contractor personnel assigned to manage, handle, maintain, or otherwise have access to classified or sensitive information or systems shall possess the appropriate security clearance and have had appropriate, current training prior to being afforded access to classified or sensitive information or systems.

3.1.20 Physical Security. All items listed below shall comply with the AWIS System Security Authorization Agreement, AWIS Security Rules of Behavior, and the AWIS System Security Plan in Performance of Physical Security.

3.1.20.1 The contractor shall perform computer, network, and information security. The contractor shall provide assistance with the accreditation of computer/communications hardware, software, and systems.

3.1.20.2 All personnel with administrator access shall hold Computer Information System Security Professional (CISSP) or Security+ certifications. The contractor shall also provide periodic general employee indoctrination and awareness training concerning the classified and sensitive nature of the various information processing systems and the contractor's responsibilities for safeguard of these systems. Such presentations shall be submitted to the Security Officer for Security Matters for approval prior to their presentation to contractor employees.

3.1.20.3 The contractor shall comply with Operating System Security, including the control of access to AWIS systems data functions, hardware, and software resources by users and user processes.

3.1.20.4 The contractor shall comply with Human/Computer Interface Security, including the definition and execution of types of user access to objects or data within the purview of human/computer interface systems. The contractor shall limit personnel access to windows, menus, or functions that provide human/computer interface, and the security labeling of information on displays.

3.1.20.5 The contractor shall comply with Programming Security, including the control of access to and the integrity of programming objects such as libraries, program code, tools, or information that provide the infrastructure for development of software.

3.1.20.6 The contractor shall comply with Data Management Security, including control of, access to, and integrity of data stored in a system through the use of specific mechanisms, such as privileges, database views, assertions, user profiles, verification of data content, and data labels.

3.1.20.7 The contractor shall comply with Data Interchange Security, including verification and validation of the integrity of specific types of data interchange, such as no repudiation, encryption, access, and data security labeling.

3.1.20.8 The contractor shall comply with Graphics Security, including protection of the integrity of and access to data graphic images, such as charts, graphs, pictorials, and animations.

3.1.20.9 The contractor shall comply with Network Security, including access, authentication, confidentiality, integrity, non-repudiation controls, and management of communications between senders and receivers of information on a network, as well as, cooperation with other contractors and Government personnel assigned primary responsibility for NAWCWD networking system security.

3.1.21 Team Meetings. All members of the AWIS contractor team(s) shall attend team meetings. The contractor shall record a brief meeting summary for each meeting. Meeting summary notes shall document attendance, issues discussed, decisions or agreements, action items, future agenda items, and issues for higher-

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 17 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

level resolution. The contractor shall take and distribute notes and track action items that result from these meetings. The contractor shall email (or use other media as agreed to by the team) the meeting notes on the same or next workday to the TOM, Program Manager, Project Manager, and all attendees.

3.1.22 AWIS Support Desk. The contractor shall develop and maintain an operational desk manual and processes, documentation and configuration management products, and reports. The contractor shall receive AWIS Support Desk calls, grant access to AWIS users via the AWIS User Management System (AUMS), respond to AWIS technical dialogs and emails from AWIS customers and provide feedback/status to customers and corporate customers on efforts and issues in accordance with the AWIS Support Desk Response Policy listed in paragraph 2.0.

3.1.23 All access documentation shall be returned to the Government at the completion of the task order. Compliance with all Navy communications regulations pertaining to access to email and internet activities is mandatory. Failure to comply with security requirements is grounds for termination.

3.1.24 All contractor employees shall possess a U.S. secret security clearance within six months of the award of this task order unless a waiver in writing has been initiated by the AWIS Program Office and granted by the Government security office.

3.1.25 Contractor personnel shall be required to wear a contractor identification (ID) badge at all times while on Government property. The contractor shall submit a completed "Conflict of Interest and Non-Disclosure Statement" form for every employee working on the task and appropriate corporate officer on behalf of the corporation. The contractor shall not release any information concerning AWIS to the public without written authorization from the Government.

3.1.26 Access to U.S. military installations is a privilege that may be granted, denied, or withdrawn by the Navy. Denial or withdrawal may occur as a result of any type of misconduct or incident determined contrary to the best interest of the Navy mission, security of a Navy installation, protection of property, welfare of personnel, and for any other infraction determined justifiable for denying access. The contractor shall comply with the following:

3.1.26.1 No employee or representative of the contractor shall be admitted on Navy installations unless they furnish satisfactory proof of U.S. citizenship.

3.1.26.2 All contractor employees shall possess a valid picture ID card issued by a State or Federal agency. Prior to performance of any work on a Navy installation, the contractor shall submit to the Government, a list of the names of all employees and subcontractor employees to include full name and social security number. In addition, the contractor shall identify the names(s) of responsible supervisory person(s) authorized to act for the contractor for the duration of on-site work at a Navy installation.

3.1.26.3 All contractor employees working on-site at a Navy installation shall become familiar with and obey the installation's regulations, including safety, fire, traffic, and security. The contractor employees shall keep within the limits of work and avenues of ingress and egress, not enter restricted areas unless required to do so, and not enter any restricted area until cleared for such entry.

3.1.26.4 All contractor employees entering Navy installations shall comply with all security requirements in effect during the period of performance of this contract and shall be subject to such checks as may be deemed necessary. The contractor shall contact each installation prior to beginning work on-site and comply with individual installation security requirements. However, at a minimum, the contractor shall conduct a background check of all employees required to perform work on a Navy installation. Access shall be denied to any individual who is illegally present in the U.S., who is subject to an outstanding criminal warrant, or whose employment questionnaire contains false or fraudulent information.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 18 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.27 Privacy Act. Work on AWIS requires that contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere to the Privacy Act, Title 5, of the U.S. Code, Section 552a; and applicable agency rules and regulations. All contractor personnel shall be required to sign a Non-Disclosure Form. Adherence to this point shall be monitored by the Government.

3.1.28 Intellectual Property. All intellectual property generated and/or delivered pursuant to this order shall be subject to appropriate Federal Acquisition Regulations that entitle the Government to unlimited license rights in commercial and noncommercial technical data and computer software, including digital versions of both the executable code and annotated source code developed exclusively with Government funds. Unlimited rights means rights to use, duplicate, release or disclose technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. A non-exclusive "paid-up" license to practice any patentable invention or discovery made during the performance of the contract, and a "paid-up" non-exclusive and irrevocable world-wide license to reproduce all works (including technical and scientific articles) produced during this task order.

3.1.29 Government-Furnished Data. The Government shall provide the following software that is needed for development, and is currently part of the AWIS Program: Toad for Oracle, Source Off Site, Firepass, Visual Studio 2003, and Visual Studio 2008. At the completion of these tasks, all software and customized computer code shall be surrendered to the Navy. The Government will provide access to unclassified and classified computer networks in Government spaces, as required. The Government maintains a repository of all reference material and shall provide the contractor access to the appropriate reference material necessary in the performance of this effort.

3.1.30 Government Furnished Work Spaces. The Government will provide five workspaces for the contractor's technical workforce for continuous and AdHoc requirements. Government-provided work spaces will include desk units, phones, and the computing equipment necessary for performance of required efforts.

3.1.31 The contractor will have access to a video teleconference (VTC) within their facilities for communication with the Government within 24 hours of request. The contractor's VTC facilities will meet the security requirements as outlined in the DD Form 254, DoD Contract Security Classification Specification (see task order attachments).

3.2 Specific Requirements. The contractor shall develop all AWIS Modules in accordance with the Naval Ordnance Maintenance Management Program (NOMMP), Chief of Naval Operations Instruction listed in paragraph 2.0. The contractor shall sustain all modules in accordance with the AWIS\_Database\_Standards.doc - AWIS Database Standards 1.1.2.3 and the AWIS\_Development\_Standards.doc - AWIS Development Standards 1.1.4.2. listed in section 2.0.

### 3.2.1 Develop/Track Configuration Management.

3.2.1.1 The contractor shall develop and maintain a method to provide management and engineering functionality capabilities necessary to monitor, maintain, and control the effectiveness of weapon systems in the areas of in-service engineering, configuration, data, and project management. The contractor shall provide a method for data entry and maintenance of detailed drawing and publication information using various online query/fixed report capability, such as Product Baseline Lists and Parts Breakdown Lists.

3.2.1.2 The contractor shall develop and maintain a method to draft technical directives, and request and track technical directive compliance for all NAVAIR ordnance systems and other systems. The contractor shall enforce standardization of the technical directive creation process while ensuring data accuracy and validation. Additionally, the contractor shall provide a workflow for verification, validation, and approval of the technical directive. Compliance shall be tracked and automatically updated from Government-identified data sources.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 19 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.2.1.3 The contractor shall develop and maintain a method to track and display the NAVSEA mine ordnance configurations. The contractor shall produce mine ordnance build-up reports.

3.2.2 Develop Program Requirements. This business process area contains modules that allow for maintenance modeling. Most of this functionality for this business process area is maintained on classified AWIS servers. Integration between the various models that make up this business process area must be maintained. The contractor shall perform the following:

3.2.2.1 Develop and maintain a method to estimate the quantity of all-up rounds and components that will need repair or renovation in each year of the Future Years Defense Plan (FYDP) based on inventory and operational plans. The method developed by the contractor shall allow for budget creation and analysis.

3.2.2.2 Develop and maintain a method to allow logistics engineering personnel to assess the reliability of weapons systems and project the future reliability based on future testing plans and observed reliability data.

3.2.2.3 Develop and maintain a method for ordnance metrics to be manually created on a monthly basis. Using the outputs of the modeling data, the contractor shall automate these graphs.

3.2.2.4 Develop and maintain a method of performance-based pricing modeling that determines Navy weapons and targets Operations & Maintenance, Navy (O&M,N) budgeting requirements for maintenance, Weapon System Support (WSS), and quality evaluations.

3.2.2.5 Develop and maintain a method to automate the generation of the Total Training Requirement (TTR) and tracking of Non-Combat Expenditure Allocations (NCEA). The contractor shall standardize and automate a manual process of multiple spreadsheet submissions that provides multi-year TTR visibility to all stakeholders, Test Activity, Project Owner, Asset Owner, and Major Claimant. The contractor shall perform monthly reconciliation with Naval Operational Logistics Support Center (NOLSC) and track augmentation requests and adjustments. The contractor shall automatically feed these allocations to the maintenance models thus reducing manual intervention.

3.2.3 Inventory Tracking. This business process area provides inventory tracking for assets such as aircraft armament equipment (AAE), aircraft and crew served guns, target systems, and others. The contractor shall perform the following:

3.2.3.1 Develop and maintain a method to track the inventory, shipping, and serviceable condition of all AAE assets. The contractor shall include the maintenance due dates (MDD), preservation due dates (PDD), and current location.

3.2.3.2 Develop and maintain a method to track the inventory, shipping, and serviceable condition of all aircraft and crew served guns assets, including the MDD, PDD, and tracking of rounds fired.

3.2.3.3 Develop and maintain a method to track the inventory and performance for target system assets. Whenever a target system is utilized, the contractor shall prepare a Target Performance Report (TPR) to document the performance of the target system. Likewise, whenever the target system inventory is changed, the contractor shall update the target system inventory data to record 100% of the TPRs entered into the system.

3.2.3.4 Develop and maintain a method to track new production and maintenance due in. The contractor shall standardize and automate the tracking of all ordnance procurements and automatically feed new production and maintenance due-in data into the maintenance models, thus reducing manual intervention.

3.2.3.5 Develop and maintain a method to determine how aircraft carriers and their Carrier Air Group (CAG) can be loaded out based on inventory levels. The contractor shall use a variety of options to optimize load-outs

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 20 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

allowing Commander, Naval Air Force U.S. Atlantic Fleet/Commander, Naval Air Force U.S. Pacific Fleet (AIRLANT/AIRPAC) transfers, Firing Report System (FRS) training squadron transfers, test squadron transfers, reserve squadron transfers, and priority based load-outs. The contractor shall produce reports on various aspects of the load-out and include overall load-out (green/yellow/red for each carrier), total gear required for the load-out, gear short to make the load-out, excess gear after the load-out, and any transfers required making the load-out.

3.2.3.6 Develop and maintain a method for unique identification compliance as mandated by the Item Unique Identification (IUID) Standards listed in paragraph 2.0. This standard provides a guideline to uniquely identify assets that are over a certain value. NAVAIR has instructed that ordnance shall be labeled using 2D barcodes. The contractor shall maintain the tool for the creation and verification of these barcodes, and develop and maintain mechanisms to send updates to the central UID registry.

3.2.4 Collect Maintenance Data. This business process area provides for the collection and distribution of maintenance data. The contractor shall develop and maintain a method to allow repair facilities to enter their maintenance and configuration information. This shall include the Configuration Summary Form (CSF), the Maintenance Data Sheet (MDS), and the Missile Logbooks.

3.2.5 Collect Performance Data. This business process area provides for the collection and use of performance data, such as captive carry reports, firing reports, and deficiency reports. The contractor shall perform the following:

3.2.5.1 Develop and maintain a method to allow Fleet units to enter captive carry data.

3.2.5.2 Develop and maintain a method for Fleet entry of a Conventional Ordnance Deficiency Report (CODR). The contractor shall record all problem types and problem categories with the deficiency data, so that the Fleet Support Teams (FSTs) can easily identify and address the main causes of failure for their system.

3.2.5.3 Develop and maintain a method for the entry of firing reports in accordance with the Naval Ordnance Maintenance Management Program (NOMMP), Chief of Naval Operations Instruction in paragraph 2.0).

3.2.6 Track Engineering Analysis. This business process area provides the mechanisms for the performance and tracking of engineering analysis. The contractor shall perform the following:

3.2.6.1 Develop and maintain a method to upload and store metrics associated with quality engineering and other engineering tests. The contractor shall provide on-line visibility of engineering testing and project status, improved data integrity, and ease of form completion through use of on-line data edits and relationships, on-line searchable technical library of completed test reports, and auto generation of management reports, including surveillance overdue stoplight, status review stoplight, reliability, and Serviceable In-Service Time (SIST) change recommendations.

3.2.6.2 Develop and maintain a tool to perform data mining of many different AWIS and non AWIS data sources.

3.2.7 Development of Data Products. This business process area is for the development of data products. The contractor shall perform the following:

3.2.7.1 Develop and maintain an AdHoc report generator to allow the user to create custom and personalized reports. The AdHoc generator shall be available for all AWIS modules.

3.2.7.2 Develop and maintain a method to provide data storage and viewing of various data packages.

3.2.7.3 Develop and maintain a method to allow for the search of Notice of Ammunition Reclassification

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 21 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(NAR)/Ammunition Information Notice (AIN) data. The contractor shall automatically reconcile NAR/AIN with Ordnance Information System (OIS) data and provide the ability to view .PDF files of the actual NAR/AIN naval messages.

3.2.7.4 Develop and maintain a method to provide data entry and reporting capability for action tracking that will allow for the voting of members in defined committees.

3.2.7.5 Develop and maintain the AWIS portal. Maintain and validate parts data that include the part numbers (PN), serial numbers (SN), nomenclature, commodity, and DoD Identification Code (DODIC).

3.2.7.6 Maintain and administer COTS product ExtraView in order to track all enhancement requests and problem reports.

3.2.7.7 Develop and maintain a method for a messaging system that allows AWIS users to communicate with one another and permanently maintain the comments.

3.2.7.8 Develop and maintain a method to allow AWIS applications to share unclassified data between the Secret Internet Protocol Router Network (SIPR - Classified) and Nonsecure Internet Protocol Router Network (NIPR - Unclassified). The contractor shall implement the solution to all AWIS applications on both the classified and unclassified networks.

3.2.8 Computer System Administration and Operations. The contractor shall verify that the UNIX-, Windows-, or SUN-based systems and applications are functioning properly and efficiently, and are available and accessible in accordance with the AWIS Rules of Behavior and the AWIS System Security Plan listed in paragraph 2.0. The contractor shall identify, coordinate, and schedule resources to accomplish implementations as listed in the AWIS yearly Ordnance Program Optimization Model (OPOM) budget.

3.2.8.1 The contractor shall conduct operations for the AWIS Computer Center, including all computer resources, local and remote telecommunication resources, and the installation, operation, and maintenance of network resources within the center.

3.2.8.2 The contractor shall provide installation and testing of PC-based software for AWIS data management.

3.2.8.3 The contractor shall provide systems administration, maintenance, and documentation for the systems identified in the AWIS System Security Authorization Agreement (SSAA).

3.2.8.4 The contractor shall provide control, issuance, and accountability of user passwords, user ID, and account numbers.

3.2.8.5 The contractor shall provide facility access control, including having visitors log in and providing an escort, if required.

3.2.8.6 The contractor shall provide the installation of the operating system and database modifications and/or upgrades provided by the hardware manufacturer or software vendor.

3.2.8.7 The contractor shall perform logging of restart and recovery for operating system and database applications.

3.2.8.8 The contractor shall perform scheduled backups of database and web servers, and test backups by performing restores of random files.

3.2.8.9 The contractor shall provide packaging and distribution of batch reports in accordance with existing

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 22 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

documented procedures.

3.2.8.10 The contractor shall maintain and update computer systems, database administration, and operation manuals.

3.2.8.11 The contractor shall provide maintenance of the computer systems via necessary liaison with the hardware and software vendors.

3.2.8.12 The contractor shall provide continued monitoring and reporting of computer systems for possible system problems, errors, and security problems.

3.2.8.13 The contractor shall install operating system security patches required by the AWIS IA Officer (IAO) and apply security policies for operating systems and databases according to specifications supplied by the IAO.

3.2.8.14 The contractor shall provide system performance monitoring. The contractor shall monitor and evaluate the performance of the AWIS information and network resources to identify changes that will result in a more optimum utilization of resources. The contractor shall document items identified as candidates for "tuning" or optimization in a report and submit to the AWIS Computer Center Manager and AWIS Functional Manager for review.

3.2.8.15 The contractor shall maintain and validate user information and remove users from AWIS who violate the AWIS log-on security policies.

3.2.9 System Optimization. The contractor shall install changes in the operating system and database identified as a result of the performance monitoring process. Changes that are approved for implementation shall be processed as Change Requests (CRs) in accordance with Configuration Management (CM) procedures specified in the CMMI Guidelines for Process Integration and Product Improvement, Second Edition, ISBN: 0-321-27967-0 listed in paragraph 2.0 and IA policies specified in paragraph 2.2.6.

3.2.10 Inventory Management. The contractor shall enter changes into the Inventory Database anytime software or hardware is moved within the facility, including incoming and outgoing software and hardware.

3.2.11 Computer Operations. The contractor shall provide computer operation services for multiple software and hardware applications operating systems and platforms for AWIS computer resources, including the computer system host site located at NAWCWD, China Lake, CA.

3.2.12 AWIS Optimized Organizational Maintenance Activity (OOMA) Manager. The contractor shall provide an interface for the ordnance community for Optimized Intermediate Maintenance Activity (OIMA)/OOMA.

3.2.12.1 The contractor shall interface with the Fleet and Naval Aviation Logistics Command/Management Information System (NALCOMIS) Integrated Product Team (IPT) Leads for all Optimized Maintenance Activity (OMA), OIMA, and OOMA issues.

3.2.12.2 The contractor shall interface with the Fleet and NALCOMIS IPT Leads to gather new requirements for Combined Naval Ammunition Logistics Command Management Information System (ONE-NALCOMIS).

3.2.12.3 The contractor shall assist the program manager with the Marine Aviation Logistics Squadron (MALS)/Shipboard implementation of man hour accounting.

3.2.12.4 The contractor shall conduct training in the use of Deckplate, OMA, OIMA, and OOMA for new and existing OMA, OIMA, OOMA ordnance issues, as required.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 23 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.2.12.5 The contractor shall maintain the OOMA baseline for weapons to cover all bomb racks, launchers, pods, wing pylons, gun systems, guns, refueling stores, and small arms weapons.

3.2.12.5.1 The contractor shall add and update all weapons baseline information to the OOMA baseline.

3.2.12.5.2 The contractor shall build up the Type Equipment Code (TEC) and Work Unit Codes (WUCs) against the appropriate Ships/MALS when Naval Aviation Maintenance Program (NAMPP) instruction listed in 2.0 changes are approved and OOMA is appropriately updated.

3.2.12.6 The contractor shall research and gather maintenance and repair data for AAE and Mission Mounted Equipment, and enter it into OOMA.

3.2.12.7 The contractor shall review the applicable publications to find what maintenance inspections are required and then enter all required inspections into the baseline.

3.2.12.8 The contractor shall perform daily inspections of the baseline to verify all inspections are built correctly in OOMA so the Fleet has an up-to-date configuration of maintenance requirements. Any discrepancies shall be submitted as a Basic Change Report.

3.2.12.9 The contractor shall address and resolve basic trouble reports and update the baseline, as required.

3.2.12.10 The contractor shall check the Naval Air Technical Data and Engineering Service Command Technical Directive (NATEC TD) tracker weekly for any bulletins or changes and inform the process owner of the TD.

3.2.12.11 The contractor shall inspect weekly the weapons baseline data and verify accuracy of the data in the Interim Rapid Action Change (IRAC) tracker that is used to make publication updates to the maintenance catalog in OOMA.

#### 4.0 DELIVERABLES

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

4.1.1 Monthly Progress Report, CDRL A001. The contractor shall provide Monthly Progress Reports outlining work accomplished, problems encountered, problems solved, travel/trip report(s), software or data products delivered, training completed, and current schedule of tasks in progress. The contractor shall submit a proposed format for the monthly report to the Government for approval no later than 15 days after the effective date of the task order.

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

4.1.3 Estimate to Complete/Estimate at Completion (ETC/EAC) Report. The contractor shall develop and deliver the estimate of total expenses (labor hours and dollar costs) monthly.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 24 of 77	FINAL
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4.1.4 Funds Status Report, CDRL A003. The contractor shall provide notification to the Government when available funds will be at 75% expended within 90 days of all funds being expended.

**4.1.5 RESERVED**

4.1.6 Contract Data Product Summary, CDRL A005. The contractor shall deliver a compact disc (CD) archiving all data products submitted from task order inception through the date of submittal of this data product. Submission is required 15 days after the end of each Government fiscal year and 15 days after the end of the final task order period of performance. The contractor shall submit the proposed format of the Contract Data Product Summary for Government approval no later than 45 days after the effective date of the task order.

4.1.7 Skills Matrix, CDRL A006. The contractor shall provide a Skills Matrix based on employee qualification for all direct personnel employed under this Task Order within 30 calendar days of Task order start date. The Skills Matrix shall be updated upon any personnel changes to the initial matrix.

4.1.8 Hours and Cost Summary Report, CDRL A007. The contractor shall prepare and submit a monthly Hours and Cost Summary Report summarizing expended hours and dollars by project (up to the 4th level of the Government Work Breakdown Structure (WBS)). The report shall provide for the tracking of various budgets against expended dollars and also calculate remaining dollars. This report shall provide for the ability to track by fiscal years.

4.1.9 Personnel Security Report, CDRL A008. The contractor shall prepare and submit a monthly Personnel Security Report that shall contain the clearance level of all employees.

4.1.10 Software Development Plan (SDP), CDRL A009. The contractor shall submit a completed SDP (based on the proposed SDP) within 45 days of task order start date for Government review and approval. Government Comments due 15 days after date of receipt. The information content of the SDPs shall be in accordance with this CDRL. The SDP shall be developed utilizing CMMI best practices. The SDP shall be evaluated and updated yearly as specified in the CDRL.

4.1.11 Computer Software Products, CDRL A00A. Computer products is defined as all Intellectual property generated from this order pertaining to commercial and noncommercial technical data and computer software, including digital versions of both the executable code and annotated source code developed exclusively with Government funds. Computer software products shall be provided in accordance with CDRL A00A.

4.1.12 Operation Security Program (OPSEC). An OPSEC plan shall be developed and implemented, upon Government approval, in accordance with CDRL A00B. Contractor personnel shall be subject to a government security investigation and shall meet eligibility requirements for access to classified information at the level noted in the Attachment (J2) DD Form 254. The contractor shall ensure that any new employees prior to their starting, have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work. All employees performing on this task order are required to have a minimum of a SECRET security clearance within six months of task order award.

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 25 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4.3 Services Delivery Summary. The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance objectives are shown in the Quality Assurance Surveillance Plan (QASP), which provides required acceptable quality levels (AQL) for each of the performance objectives. The QASP also shows the prospective surveillance methodology and remedy for failure to meet the AQL.

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 26 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

### Acronym List

AAE	Aircraft Armament Equipment
ADP	Automatic Data Processing
AIN	Ammunition Information Notice
AIRLANT	Commander, Naval Air Force U.S. Atlantic Fleet
AIRPAC	Commander, Naval Air Force U.S. Pacific Fleet
ANSI	American National Standards Institute
AQL	Acceptable Quality Levels
ASN	Assistant Secretary of the Navy
ASP	Active Server Pages
AUMS	AWIS User Management System
AWIS	All Weapons Information System
BMMP	Business Management Modernization Program
CAG	Carrier Air Group
CASE	Computer Aided Software Engineering
CCA	Clinger-Cohen Act
CCB	Configuration Control Board
CD	Compact Disc
CDRL	Contract Data Requirements List
CIO	Chief Information Officer
CISSP	Computer Information System Security Professional
CJCSI	Chairman of the Joint Chiefs of Staff Instruction
CM	Configuration Management
CMM	Capability Maturity Model <sup>®</sup>
CMMI	Capability Maturity Model <sup>®</sup> Integration
CNO	Chief of Naval Operations
CODR	Conventional Ordnance Deficiency Report
COTS	Commercial Off-the-shelf
CR	Change Request
CSF	Configuration Summary Form
DIACAP	DOD Information Assurance Certification and Accreditation Process
DISN	Defense Information System Network
DOD	Department of Defense
DODD	Department of Defense Directive
DODI	Department of Defense Instruction
DODIC	Department of Defense Identification Code
DON	Department of the Navy
EAC	Estimate at Completion
EIA	Electronic Industries Alliance
ESG	Executive Steering Group
ETC	Estimate to Complete
FAM	Functional Area Manager
FISMA	Federal Information Security Management Act
FRS	Firing Report System
FST	Fleet Support Team
FYDP	Future Years Defense Plan
GFE	Government-Furnished Equipment
GIG	Global Information Grid
GOTS	Government off-the-shelf
HARM	High-Speed Anti-Radiation Missile
IA	Information Assurance

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 27 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

IAO Information Assurance Officer  
 ID Identification  
 IEEE Institute of Electrical and Electronics Engineers  
 IP Internet Protocol  
 IPT Integrated Product Team  
 IM Information Management  
 IRAC Interim Rapid Action Change  
 ISNS Internet Storage Name System  
 ISO International Standards Organization  
 IT Information Technology  
 IUID Item Unique Identification  
 MALS Marine Aviation Logistics Squadron  
 MDD Maintenance Due Dates  
 MDS Maintenance Data Sheet  
 MOA Memorandum of Agreement  
 NAE Naval Aviation Enterprise  
 NALCOMIS Naval Aviation Logistics Command/Management Information System  
 NAMP Naval Aviation Maintenance Program  
 NAR Notice of Ammunition Reclassification  
 NATEC TD Naval Air Technical Data and Engineering Service Command Technical Directive  
 NAVAIR Naval Air Systems Command  
 NAVSEA Naval Sea Systems Command  
 NAWCWD Naval Air Warfare Center Weapons Division  
 NCEA Non-combat Expenditure Allocations  
 NEADG Naval Enterprise Architecture Development Guidelines  
 NIOC Navy Information Operations Command  
 NIPR Nonsecure Internet Protocol Router  
 NISPOM National Industrial Security Operating Manual  
 NMCI Navy Marine Corp Intranet  
 NNWC Navy Network Warfare Command  
 NOLSC Naval Operational Logistics Support Center  
 NOMMP Naval Ordnance Maintenance Management Program  
 NSTISSP National Security Telecommunications and Information Systems Security Policy  
 OIMA Optimized Intermediate Maintenance Activity  
 OIS Ordnance Information System  
 O&M,N Operations and Maintenance, Navy  
 OMA Optimized Maintenance Activity  
 OMB Office of Management and Budget  
 OOMA Optimized Organizational Maintenance Activity  
 OPNAVINST Chief of Naval Operations Instruction  
 OPOM Ordnance Program Optimization Model  
 OSD Office of the Secretary of Defense  
 PBSOW Performance Based Statement of Work  
 PDD Preservation Due Dates  
 PM Program Manager  
 PN Part Number  
 QASP Quality Assurance Surveillance Plan  
 RDT&E Research, Development, Test, and Evaluation  
 SDP Software Development Plan  
 SECNAVINST Secretary of the Navy Instruction  
 SEI Software Engineering Institute  
 SIPR Secret Internet Protocol Router

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 28 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SIST Serviceable In-Service Time  
 SN Serial Number  
 SPII Software Process Improvement Initiative  
 SSAA System Security Authorization Agreement  
 TEC Type Equipment Code  
 TOM Task Order Manager  
 TPR Target Performance Report  
 TTR Total Training Requirement  
 U.S. United States  
 UTN-Protect Unclassified Trusted Network Protection  
 VPN Virtual Private Network  
 VTC Video Teleconference  
 WBS Work Breakdown Structure  
 WSS Weapon System Support  
 WUC Work Unit Code

**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 (attachment 4) are available at: [http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor\\_forms](http://www.navair.navy.mil/index.cfm?fuseaction=home.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, [To Be Determined], 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.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 29 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

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

Note: All deliverables shall be delivered to the Task Order Manager (TOM) at the address noted in Section G, "Task Order Manager Appointment".

Items 4000, 4001, 4002, 4003, and 7000 - Packaging and marking are not applicable to these items.

Items 6000, 6001, 6002, 6003, and 9000 - Packaging and marking shall be in accordance with best commercial practice.

Items 4010, 4011, 4012, 4013, and 7010 - The data to be furnished hereunder shall be packaged, packed, and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

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

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

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

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

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

**(2) contract number**

**(3) task order number**

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

**(Name of Individual Sponsor)** \_\_\_\_\_

**(Name of Requiring Activity)** \_\_\_\_\_

**(City and State)**

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 30 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

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

Items 4000, 4001, 4002, 4003, and 7000 - Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment 2, Quality Assurance Surveillance Plan (QASP).

Items 6000, 6001, 6002, 6003, and 9000 - Packaging and marking shall be in accordance with best commercial practice.

Items 4010, 4011, 4012, 4013, and 7010 - Inspection and acceptance shall be in accordance with the Exhibit (A) DD Form 1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government
7010	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 31 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) Name: Viki Prusia  
Phone: (760) 939-8069

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 32 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

<u>CLINs</u>	<u>Period of Performance</u>
4000	05/01/2011 - 04/30/2012
6000	05/01/2011 - 04/30/2012

The period of performance for the following options items are from date of option exercise through 12 months thereafter, estimated at:

#### Services

4001	05/01/2012 - 04/28/2013
4002	05/01/2013 - 04/28/2014
4003	05/01/2014 - 04/28/2015
7000	05/01/2015 - 04/29/2016

#### ODCs

6001	05/01/2012 - 04/30/2013
6002	05/01/2013 - 04/30/2014
6003	05/01/2014 - 04/30/2015
9000	05/01/2015 - 04/30/2016

Services to be performed hereunder will be provided at AWIS Section, bldg 2466, China Lake, CA.

### **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, attached hereto, and the following:

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

(1) PCO, Code: 254200D

(2) ACO, Code: S0512A

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 33 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 Address: The contractor shall submit deliverable reports in electronic format via Microsoft Word format. The deliverable shall be delivered to:

Viki Prusia, [viki.prusia@navy.mil](mailto:viki.prusia@navy.mil), (760) 939-8069, 682400D

Fred Sawyer, [fred.sawyer@navy.mil](mailto:fred.sawyer@navy.mil), (301) 757- 7486, 684200D

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 34 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

### TOM APPOINTMENT

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Viki Prusia  
Code: 684200D  
Telephone: (760) 939-8069

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

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

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

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 35 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

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

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

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

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

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

- Issue DODAAC \_\_\_\_\_
- Admin DODAAC \*Block 6 of TO cover
- Pay Office DODAAC \*Block 12 of TO cover
- Inspector DODAAC \_\_\_\_\_
- Service Acceptor DODAAC \_\_\_\_\_
- Service Approver DODAAC \_\_\_\_\_
- Ship To DODAAC See Section F
- DCAA Auditor DODAAC \_\_\_\_\_
- LPO DODAAC \_\_\_\_\_
- Inspection Location See Section E

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 36 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Acceptance Location

See Section E

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

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

**Send Additional Email Notification To:**

[erica.aragon@navy.mil](mailto:erica.aragon@navy.mil)

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

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

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

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

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount (s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 37 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ESTIMATED ITEM(S)

CLIN 4000

ALLOTTED TO COST: \$5,424,156.70  
 ALLOTTED TO FEE: [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2011 - 04/30/2012

CLIN 4001

ALLOTTED TO COST \$5,599,580.08  
 ALLOTTED TO FEE [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2012 - 04/30/2013

CLIN 4002

ALLOTTED TO COST \$5,767,622.83  
 ALLOTTED TO FEE [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2013 - 04/30/2014

CLIN 4003

ALLOTTED TO COST \$5,911,056.85  
 ALLOTTED TO FEE [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2014 - 04/30/2015

CLIN 7000

ALLOTTED TO COST \$6,138,217.61  
 ALLOTTED TO FEE [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2015 - 04/30/2016

CLIN 6000 (ODC)

ALLOTTED TO COST: [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2011 – 04/30/2012

CLIN 6001 (ODC)

ALLOTTED TO COST: [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2012 – 04/30/2013

CLIN 6002 (ODC)

ALLOTTED TO COST: [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2013 – 04/30/2014

CLIN 6003 (ODC)

ALLOTTED TO COST: [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2014 – 04/30/2015

CLIN 9000 (ODC)

ALLOTTED TO COST: [REDACTED]  
 PERIOD OF PERFORMANCE: 05/01/2015 – 04/30/2016

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 38 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

**FUNDING PROFILE**

It is estimated that these incremental funds will provide for [REDACTED] hours for the entire work effort. The following details funding to date:

Total Contract CPFF: \$31,155,685.14  
 Funds this Action: \$ 2,000,253.72  
 Previous Funding: \$ 529,505.00  
 Funds Available: \$ 2,529,758.72  
 Balance Unfunded: \$ 28,625,926.42

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

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

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

```
Accounting Data
SLINID  PR Number      Amount
-----
400001  130020170100001  16000.00
LLA :
AA 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000729451
```

BASE Funding 16000.00  
 Cumulative Funding 16000.00

MOD 01

400002 130020170100003 126000.00

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 39 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :  
AC 97X4930 NH2C 252 77777 0 050120 2F 000000 A20000729451

400003 130020170100004 325000.00

LLA :  
AD 97X4930 NH2C 252 77777 0 050120 2F 000000 A30000729451

600001 130020170100002 62505.00

LLA :  
AB 97X4930 NH2C 252 77777 0 050120 2F 000000 A10000729451

MOD 01 Funding 513505.00  
Cumulative Funding 529505.00

MOD 02

400004 130020170100005 6666.67

LLA :  
AE 97X4930 NH2C 252 77777 0 050120 2F 000000 A40000729451

400005 130020170100006 6666.67

LLA :  
AF 97X4930 NH2C 252 77777 0 050120 2F 000000 A50000729451

400006 130020170100007 6666.66

LLA :  
AG 97X4930 NH2C 252 77777 0 050120 2F 000000 A60000729451

400007 130020170100009 81000.00

LLA :  
AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A6R1111OILS

400008 130020170100010 20000.00

LLA :  
AJ 97X4930 NH2C 252 77777 0 050120 2F 000000 A70000729451

400009 130020170100011 25000.00

LLA :  
AK 97X4930 NH2C 252 77777 0 050120 2F 000000 A80000729451

400010 130020170100012 127000.00

LLA :  
AC 97X4930 NH2C 252 77777 0 050120 2F 000000 A20000729451

400011 130020170100013 12250.00

LLA :  
AL 97X4930 NH2C 252 77777 0 050120 2F 000000 A90000729451

400012 130020170100014 8500.00

LLA :  
AM 97X4930 NH2C 252 77777 0 050120 2F 000000 B00000729451

400013 130020170100016 1616250.00

LLA :  
AD 97X4930 NH2C 252 77777 0 050120 2F 000000 A30000729451

600002 130020170100015 35000.00

LLA :  
AD 97X4930 NH2C 252 77777 0 050120 2F 000000 A30000729451

600003 130020814800001 4490.00

LLA :  
AN 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000771546

600004 130020814800002 41474.52

LLA :  
AN 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000771546

600005 130020814800003 2490.00

LLA :  
AN 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000771546

600006 130020814800004 681.00

LLA :  
AN 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000771546

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-06-D-4745	GM02	02	40 of 77	

600007 130020814800005 760.00  
LLA :  
AN 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000771546

600008 130020814800006 908.00  
LLA :  
AN 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000771546

600009 130020814800007 4450.20  
LLA :  
AN 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000771546

MOD 02 Funding 2000253.72  
Cumulative Funding 2529758.72

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 41 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance

rendered with respect to the suppliers and/or equipment listed in the Performance Based SOW. The Task Order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 42 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

(e) Contracting restrictions.

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 43 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 44 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 45 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

shall be observed as they are by the assigned Government employees at the using activity.

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

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

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

Uncompensated effort is defined as hours provided by personnel in excess of **40 hours** per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 46 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

term. The Contractor shall acknowledge this order within five days of receipt.

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 47 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 48 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 49 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

(c) The contractor agrees that **during the first six months of the contract**, no key personnel

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 50 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 51 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**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.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 52 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

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

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

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

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

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

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 53 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 54 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

(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—

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 55 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

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

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

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 56 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

#### **52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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

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

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

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

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

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 57 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

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

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

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

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

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

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

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

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

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

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

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

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

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 58 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

## **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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 59 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

directly to a government contract.

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

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

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

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

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

(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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 60 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 61 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 62 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

(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—

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 63 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Technical Data to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

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

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

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

Date \_\_\_\_\_

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 64 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

restrictions.

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

**GOVERNMENT PURPOSE RIGHTS**

Contract No.

Contractor Name

Contractor Address

Expiration Date

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)

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 65 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

\_\_\_\_. 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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 66 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 obligation to the Government.

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

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 67 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

(6) "Developed" means that—

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

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

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

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

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

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

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

(10) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multinational defense organizations or sales or transfers by the

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 68 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 69 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

(i) Computer software developed exclusively with Government funds;

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 70 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

or

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

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

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

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

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

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

(3) Restricted rights.

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

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

(4) Specifically negotiated license rights.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 71 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 72 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

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

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

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

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

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

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

Date \_\_\_\_\_

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

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 73 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 74 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the above named Contractor.

(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 75 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions-- Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 76 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

(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.

CONTRACT NO. N00178-06-D-4745	DELIVERY ORDER NO. GM02	AMENDMENT/MODIFICATION NO. 02	PAGE 77 of 77	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Contract Security Classification Specification (DD254)

Attachment 2 - Quality Assurance Surveillance Plan (QASP)

Attachment 3 - Systems Authorization Access Request Navy (SAAR-N) Form (OPNAV 5239/14)

Attachment 4 - Organizational Conflict of Interest List IAW Clause 5252.209-9510

Attachment 5 - AWIS Support Desk Response Policy

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