

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-05-D-4273				2. DELIVERY ORDER NO. GM03		3. EFFECTIVE DATE 2011 Mar 01		4. PURCH REQUEST NO. 1300139555		5. PRIORITY Unrated	
6. ISSUED BY NAVAIR Weapons Division China Lake 429 E Bowen Road - Stop 4015 China Lake CA 93555-6108			CODE N68936	7. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241				CODE S0514A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR D3 Technologies, Inc 4838 Ronson Court, Suite R San Diego CA 92111-1810			CODE 1Z506	FACILITY 107577488		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED			
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381				CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
PURCHASE	Reference your _____ furnish the following on terms specified herein.										
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
D3 Technologies, Inc				Daniel Hill Executive Director, Federal Programs							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$8,523,378.75	
				By: /s/Collin A Kyte				02/15/2011 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER		35. BILL OF LADING NO.		
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				31. PAYMENT PARTIAL		31. PAYMENT FULL				
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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## GENERAL INFORMATION

Initial funding in the amount of \$2,890,258.00 is added in accordance with PID/PRs 1300194542, 1300194544, and 1300139555-0001.

Block 5 Contract Specialist David Belasco  
Code 254200D  
Phone Number 760-939-1087  
Facsimile 760- 939-8107  
Email [david.belasco@navy.mil](mailto:david.belasco@navy.mil)

Block 21 Contracting Officer Collin Kyte  
Code 254200D  
Phone Number 760-939-2634  
Facsimile Number 760- 939-8107  
Email [collin.kyte@navy.mil](mailto:collin.kyte@navy.mil)

### Notes:

- (1) This acquisition is applicable to Zone 6, South West as a full and open competition.
- (2) This task order is issued in accordance with the terms and conditions of contract **N00178-05-D-4273**. Only clauses and provisions
- (3) The task order is for a total performance period of five (5) years inclusive of all options.
- (4) CLIN 7001 and 9001 are subject to the exercise of the award term option as set forth in H.9 Contract Award Term Option Provisions of the basic SeaPort-e Contract.
- (5) The Contract Line Item Number (CLIN) structure of task order is as follows:

<u>CLIN</u>	<u>Period of Performance</u>	<u>Dates of Performance</u>
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### Services:

4001	Base	March 1, 2011 - February 29, 2012
4002	Option 1	March 1, 2012 - February 28, 2013
4003	Option 2	March 1, 2013 - February 28, 2014
4004	Option 3	March 1, 2014 - February 28, 2015
7001	Option 4	March 1, 2015 - February 29, 2016

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ODCs:

6001	Base	March 1, 2011 - February 29, 2012
6002	Option 1	March 1, 2012 - February 28, 2013
6003	Option 2	March 1, 2013 - February 28, 2014
6004	Option 3	March 1, 2014 - February 28, 2015
9001	Option 4	March 1, 2015 - February 29, 2016

(6) Funding for each CLIN will be added at the subClin (SLIN) level.

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**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
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4001	Base Labor for Engineering and Logistical support in accordance with the PBSOW (TBD)	1.0 Lot	\$7,637,589.21	\$603,369.54	\$8,240,958.75
400101	PID/PR 1300194542 \$1,588,496.00 ACRN AA (APN)				
400102	PID/PR 1300194544 \$1,588,496.00 ACRN AB (APN)				
400103	PID/PR 1300139555-0001 \$1,588,496.00 ACRN AC (WCF)				
4002	Option Year 1 Labor for Engineering and Logistical support in accordance with the PBSOW (TBD) Option	1.0 Lot	\$7,886,208.50	\$623,010.47	\$8,509,218.97
4003	Option Year 2 Labor for Engineering and Logistical support in accordance with the PBSOW (TBD) Option	1.0 Lot	\$8,143,179.18	\$643,311.15	\$8,786,490.33
4004	Option Year 3 Labor for Engineering and Logistical support in accordance with the PBSOW (TBD) Option	1.0 Lot	\$8,408,793.06	\$664,294.65	\$9,073,087.71
4011	Base Year Contract Data Requirement List (CDRL) DD Form 1423 Not Separately Priced (NSP)	1.0 Lot	\$0.00	\$0.00	\$0.00

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NSP (TBD)

4012	Option Year 1 Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4013	Option Year 2 Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4014	Option Year 3 Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
-----			
6001	Base ODCs in support of CLIN 4001 (TBD)	1.0 Lot	\$282,420.00
600101	PID/PR 1300194542 \$40,000.00 ACRN AA (APN)		
600102	PID/PR 1300194544 \$40,000.00 ACRN AD (APN)		
6002	Option Year 1 ODCs in support of CLIN 4002 (TBD) Option	1.0 Lot	\$293,716.80
6003	Option Year 2 ODCs in support of CLIN 4003 (TBD)	1.0 Lot	\$305,465.47

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Option

6004 Option Year 3 1.0 Lot \$317,684.10  
 ODCs in support  
 of CLIN 4004  
 (TBD)  
 Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	Option Year 4 Labor for Engineering and Logistical support in accordance with the PBSOW (TBD) Option	1.0 Lot	\$8,683,352.61	\$685,984.85	\$9,369,337.46
7011	Option Year 4 Contract Data Requirement List (CDRL) DD Form 1423 (Exhibit A) Not Separately Priced (NSP) (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
9001	Option Year 4 ODCs in support of CLIN 7001 (TBD) Option	1.0 Lot	\$330,391.46

**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 **7.90** percent ( **7.90** %) 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

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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.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items 4001, 4002, 4003, 4004, and 7001 - The Contractor shall provide the supplies and services in accordance with Section C Performance-Based Statement of Work for services to support the F/A-18 and EA-18G Fleet Support Team (FST).

Items 6001, 6002, 6003, 6004, and 9001 - The Contractor shall provide Material, Travel, and Training in accordance with paragraph 4.4 below.

Items 4011, 4012, 4013, 4014, and 7011 - 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.

**PERFORMANCE WORK STATEMENT  
F/A-18 AND EA-18G FLEET SUPPORT TEAM  
ENGINEERING AND LOGISTICS SUPPORT SERVICES  
07 September 2010**

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1.0 INTRODUCTION

1.1 BACKGROUND. The Naval Air Systems Command (NAVAIR) F/A-18 and EA-18G Fleet Support Team (FST) In-Service Support Center (ISSC) at Fleet Readiness Center South West (FRCSW) Naval Air Station North Island, California, henceforth referred to as the F/A-18 FST has requirements related to the Naval Air Systems Team's products, as applicable to both the F/A-18G (all models and series) and E/A-18G (all models and series). These products include: aircraft structural, electro-mechanical, hydraulic and mechanical subsystems, flight control systems, environmental systems, avionics and electrical systems, training equipment and facilities, and all other equipment related to system support and testing. The FST provides comprehensive aerospace engineering, business program support, and technical support services to assigned Navy aircraft and peripheral systems. The FST requires the Contractor to perform systems and structural engineering, maintenance prototyping, Automated Maintenance Environment (AME) and Product Enterprise Team (PET) projects; perform impartial assessments of business practices, organizational structure, overall efficiency; and conduct strategic sourcing research, process modeling, and total quality management assessments in accordance with applicable instructions in Section 2.0 to improve the quality, timeliness, and efficiency of cognizant systems support, products and services. In addition, the FST has requirements for structural and systems engineering; logistics; program management; and services related to the Navy's carrier based fighter and attack missions.

1.2 SCOPE. The Contractor shall provide engineering and logistics support to the various FST teams at FRCSW and field sites at Naval Air Station (NAS) Lemoore, CA, Naval Air Station (NAS) Oceana, VA, Marine Corps Air Station (MCAS) Miramar, CA, Marine Corps Air Station (MCAS) Yuma, AZ, Marine Corps Air Station (MCAS), Beaufort, South Carolina, and other Naval and Military installations as detailed in the requirements section of this PWS by furnishing the necessary labor, equipment and material to provide:

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1.2.1 System Engineering support services to encompass studies and evaluations associated with aircraft weapons systems and related items, effectiveness analysis, design adequacy, and related engineering support services, including the design and evaluation of prototype hardware.

1.2.2 Test and Evaluation support for aircraft weapons and operating systems.

1.2.3 Technical Data Development support including drawings, design, analyses, in-service maintenance and repair solutions, responses to Requests for Engineering Information (also known as Rapid Reply Requests) and specification preparation.

1.2.4 Integrated Logistics Support (ILS) for aircraft weapons systems, trainers, and related items for each phase of the life-cycle.

1.2.5 Configuration Management for aircraft weapons systems and related items for planning, identification, control, and accounting.

1.2.6 Technical Data Management for engineering data identification, acquisition, tracking, maintenance, archival and retrieval, and data repository functions.

1.2.7 Management Support services in development of work breakdown structures, network analysis, training plans and materials; preparing presentation material, presentation, site planning, coordination, composition, and supporting administrative services.

2.0 APPLICABLE DOCUMENTS. The documents listed below are the versions current at the writing of this Performance Work Statement (PWS), and are needed to fully understand and perform the tasks described herein. The contractor shall be responsible for ensuring performance is in accordance with the newest version of the applicable documents.

## 2.1 INSTRUCTIONS

SECNAVINST 5510.30B, Department of the Navy (DON) Personnel Security Program (PSP) instruction, 6 October 2006

SECNAVINST 5510.36A, Department of the Navy (DON) Information Security Program (ISP) instruction, 6 October 2006

OPNAVINST 4790.2J, Naval Aviation Maintenance Program (NAM), 01 February 2005

NAVAIRINST 4790.20A, Reliability Centered Maintenance Program, 03 MAY 1999

NAVAIRINST 5000.21, Program/Project Risk Management, 25 June 2003

NAVAIRINST 13120.1, Fixed-wing Aircraft Structural Life Limits, 20 October 1997

NAVAIRINST 13920.1, Procedures for Submitting Flight Loads, Launch, and Landing Data for the Structural Appraisal of Fatigue Effects Program, 1 November 2000

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NAVAIRDEPOTINST 5215.14D, Standard Procedures for Preparation and Processing of Local Engineering Directives, 30 NOVEMBER 2005

## 2.2 STANDARDS

Department of Transportation/Federal Aviation Administration/Office of Aviation Research-Metallic Materials Properties, Development and Standardization. (MMPDS), DOT/FAA/AR-MMPDS-04, Metallic Materials Properties Development Standardization, 01 APRIL 2008

American National Standards Institute (ANSI)/ National Information Standards Organization (NISO) ANSI/NISO Z39.18-1995, Scientific and Technical Reports - Elements, Organization and Design, 01 AUGUST 1995

## 2.3 OTHER PUBLICATIONS AND HANDBOOKS

DOD 5220.22M, National Industrial Security Program Operating Manual, 28 February 2006

F/A-18 Integrated Maintenance Concept (IMC) Engineering Handbook, A-D ACFT, 01 November 2007; A-F ACFT 31 JANUARY 2008

NAVAIR 00-250-403, Guidelines for the Naval Aviation Reliability Centered Maintenance (RCM) Process, 1 JULY 2005

NAVAIR 00-25-300, Naval Air System Command Technical Directive System, 1 January 2009

Drawing Requirements Manual (DRM), Eleventh Edition, Global Engineering Documents

[http://global.ihs.com/doc\\_detail.cfm?currency\\_code=USD&customer\\_id=21254C2A5E0A&shoppingcart\\_id=2827583F294B20384E5A5D20240A&rid=CAT&input\\_doc\\_number=DRM&mid=G040&input\\_doc\\_number=DRM&country\\_code=US&lang\\_code=ENGL&item\\_skey=00031491&item\\_date=911231&input\\_doc\\_number=DRM&input\\_doc\\_title=](http://global.ihs.com/doc_detail.cfm?currency_code=USD&customer_id=21254C2A5E0A&shoppingcart_id=2827583F294B20384E5A5D20240A&rid=CAT&input_doc_number=DRM&mid=G040&input_doc_number=DRM&country_code=US&lang_code=ENGL&item_skey=00031491&item_date=911231&input_doc_number=DRM&input_doc_title=)

Engineering Drawing Practices, American Society of Mechanical Engineers (ASME), ASME Y14.100, 01 Sep 2005

MIL-HDBK-17-1F, Composite Materials Handbook Volume 1, 17 June 2002

MIL-HDBK-17-2F, Composite Materials Handbook Volume 2, 17 June 2002

MIL-HDBK-17-3F, Composite Materials Handbook Volume 3, 17 June 2002

MIL-HDBK-17-4A, Composite Materials Handbook Volume 4, 17 June 2002

MIL-HDBK-17-5, Composite Materials Handbook Volume 5, 17 June 2002

AS9100, International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, 15 January 2009

AS9110, Quality Maintenance Systems - Aerospace - Requirements for Maintenance Organizations, 29 June 2009

22 CFR 120-130, International Traffic In Arms Regulations (ITARs), 11 April 1997

## 2.4 IT ASSURANCE CLAUSES

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

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

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

NMCI Services for Contract Performance: "ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (Sep 2000) (a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering". (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31. (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee."

Information Assurance (IA):

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

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01E (series) --Interoperability and Supportability of Information Technology and National Security Systems
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1E--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DODI 8510.01 DoD Information Assurance Certification and Accreditation Process (DIACAP), November 28, 2007
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"
- DoDD 8570.01 Information Assurance Training, Certification, and Workforce Management, August 15, 2004, Certified Current as of April 23, 2007
- Department of the Navy Chief Information Officer (DON CIO) Memorandum 01-09, Information Assurance Policy for Platform Technology, January 30, 2009
- National Security Telecommunications and Information Systems Security Policy (NSTISSP) No. 11, National Policy Governing the Acquisition of Information Assurance (IA) and IA-Enabled Information Technology (IT) Products
- SECNAVINST 5230.15, Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software, April 10, 2009

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

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

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

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

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

Software Process Improvement Initiative (SPII):

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

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

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Mandatory elements of the SPII policy language are:

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

Discretionary elements of the SPII policy language are:

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

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

3.0 PERFORMANCE REQUIREMENTS. This section provides Contractor responsibilities, requirements, and information regarding level of expertise required and resources needed to accomplish each task in support of the various sub teams and projects within the F/A-18 FST. It also provides the description of each specific task areas.

### 3.1 GENERAL FST SUPPORT REQUIREMENTS

The following requirements shall be applicable to all tasks performed under this task order.

3.1.1 All software programs/tools referenced in this PBSOW will be Government provided including Microsoft Office software tools. The Contractor shall use Microsoft Office software tools to assist with the preparation of briefing materials in connection with activities of the F/A-18 FST. This includes Microsoft Project, Microsoft Visio, Microsoft Access, Microsoft PowerPoint and Microsoft Excel to provide status summaries, timeline charts, Gantt charts, network diagrams, Work Breakdown Structure (WBS), resource estimates, cost estimates, and funding expenditure graphs.

3.1.2 The Contractor shall comply with the Naval Aviation Maintenance Program (NAMPP) directive, listed in Section 2.0.

3.1.3 The contractor shall provide qualified personnel for all tasking. Categories are listed below, with minimum education and experience requirements.

Labor Category	Education/Experience	Relevant Experience

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Program Manager	Masters in Business or Engineering. PhD preferred.	15+ years
Program Analyst	Masters in Business or Engineering. PhD preferred.	15+ years
Senior Systems Analyst	Bachelor's degree in Mechanical or Aerospace engineering. Master's preferred.	15+ years
Systems Engineer	Bachelor's degree in Engineering. Professional Experience designation desirable.	12+ years
Engineer	Bachelor's degree in Mechanical or Aerospace engineering.	10+ years
Field Engineer	Bachelor's degree in Mechanical or Aerospace Engineering field.	10+ years
Subject Matter/Technical Expert	Technical certifications/professional training	15+ years
Draftsman/Illustrator	Technical certifications/professional training	15+ years
Technical Writer	Technical certifications/professional training	10+ years
Senior Engineer/Electronics Tech	Technical certifications/professional training	10+ years
Engineering/Electronics Tech	Technical certifications/professional training	8+ years
Other Technical	Technical certifications/professional training	5+ years

3.1.4 The Contractor shall provide In-Service Engineering (ISE) Technical Support to includewriting and developing Engineering Change Proposals (ECP) and Technical Directives (TD), and developing and maintaining drawings and source data packages. The Contractor shall comply with provisions in the Naval Air System Command Technical Directive System instructions, NAVAIR 00-25-300 listed in paragraph 2.0.

3.1.5 The Government shall provide office space, desks, chairs, computers and use of telephones and reproduction facilities for Contractor employees that are assigned on-site at the ISSC.

3.1.6 The Contractor shall manage and prioritize workload using the F/A-18 ISSC, North Island, Task Priority Matrix, or discussions with the Task Order Manager (TOM). The matrix contain a list of all the ongoing tasks, weighs the importance of each task against the anticipated effort, by plotting the problem, frequency, importance, and feasibility of the task. Concurrently, the matrix serves as a risk analysis overview, providing risk assessments, as a factor of mission impacts should the tasking fail to be realized.

3.1.7 In support of this tasking, the Contractor shall prepare and submit a Monthly Status Report (CDRL A001) that documents work accomplished, trips taken, problems encountered, and the recommended resolution for each problem. The Contractor shall also prepare and submit a Monthly Funding Expenditure Report (CDRL A002). Reports are due not later than the 10th working day of the month following the reporting period.

3.1.8 Meetings. The Contractor shall attend meetings in support of this effort These shall include status meetings, in-process reviews, design meetings, Maintenance Requirements Review meetings, Technical Coordination Meetings (TCM), Preliminary Design Review (PDR) meetings, and Critical Design Review (CDR) meetings.

3.1.9 Travel. Travel shall be required in support of this effort and shall be approved by the TOM prior to commencement of travel. All travel shall be conducted in accordance with the Joint Travel Regulations (JTR). The Contractor shall submit a detailed travel report to the TOM and copy the cognizant Government Project Lead. (CDRL A003). The travel report for each trip taken shall address destination, dates, a meeting overview, attendees, key personnel, and any action items assigned.

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3.1.10 Technical Reports. The Contractor shall organize and present Technical Reports in accordance with CDRL A004.

3.1.11 Communications. The Contractor shall control the quality and accuracy for all products in accordance with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0, while meeting the Government-mandated format, content, and timeliness for all data products. All data deliverables, whether draft or final, shall be documented via letter of transmittal, signed by both the Contractor Project Leader and the TOM.

### 3.1.12 SECURITY.

3.1.12.1 Work under this project is classified up to "SECRET". All documentation required for security certification and visit request authorizations shall be the responsibility of the Contractor. Secret work may involve Communications Security (COMSEC), as defined in the National Industrial Security Program Operating Manual listed in paragraph 2.0 and sensitive issues and shall only be conducted at Government facilities including any services performed. All Contractor employees shall receive Interim Secret clearances, as a minimum, before being assigned to support this task. Secret clearances shall be maintained, for all Contractor employees, throughout the awarded periods of performance.

3.1.12.2 The tasking in this PWS requires the Contractor to handle Business Sensitive Information. Business Sensitive Information is Government property and is disclosed to the Contractor in confidence. Business Sensitive data shall be protected by the Contractor and not disclosed to others, or reproduced without the expressed written consent of the Task Order Manager (TOM). If consent is given for the reproduction in part or in whole, it shall be marked Business Sensitive and Property of F/A-18 FST. Use of Government information systems to process this type of information shall be approved by the Task Order Manager (TOM), and Contractors doing so shall be United States (U.S.) citizens and have a favorable National Agency Check with Inquiries (NACI) or equivalent investigation. All Contractors performing work requiring a trustworthiness determination for facility access must be U.S. citizens and have had or be in the process of obtaining a favorable NACI or higher investigation. Contractor employees shall meet the minimum requirements outlined in the Department of the Navy Personnel Security Program (PSP) instruction listed in paragraph 2.0 and the Department of the Navy Information Security Program (ISP) instruction listed in paragraph 2.0. Due to the sharing of some task information with authorized foreign military sales associates, the Contractor shall maintain robust International Traffic in Arms Regulations (ITARs) and Export Compliance programs, ensuring all Contractor employees are properly indoctrinated before supporting this task, while subsequently receiving annual refresher training.

## 3.2 SPECIFIC REQUIREMENTS

The following sections describe technical task areas to be performed by the Contractor in support of the F/A-18 FST.

### 3.2.1 STRUCTURES ENGINEERING

3.2.1.1 STRUCTURAL LIFE EXTENSION PROGRAM (SLEP) NON-RECURRING ENGINEERING (NRE) STRUCTURAL ANALYSIS. The following subparagraphs define the Contractor's responsibilities and provide a detailed description of tasking. This tasking is in support of the F/A-18 Structural Life Management Program (SLMP)/Structural Life Assessment Program (SLAP).

**Indicator:** For each Non-Recurring Engineering (NRE) analysis event, the Contractor shall prepare a detailed Systems Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific

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narrative process recommendations.

**Acceptance Criteria:** The research and analyses shall include timing estimates, technical feasibility, risks, and documentation standardization recommendations. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.2.1.2 The Contractor shall generate Finite Element Models (FEM) for areas deemed as hot spot areas by the SLAP Team and by published reports pertaining to damage of aircraft. The Contractor shall apply free body loads from the Original Equipment Manufacturer (OEM) internal loads FEM to allow extraction of detailed loads or stresses from the detailed FEM. The Contractor shall use the loads or stresses obtained to perform a final fatigue analysis including applying load case stresses to a fatigue damage routine to generate fatigue life results.

3.2.1.3 The Contractor shall perform analyses to include Engineering Change Proposal (ECP) NRE to retrofit aircraft with full life modifications to hot spot areas/aircraft structures resulting from SLAP Phase 1 (Ground Phase), SLAP Phase 2 (Flight Phase), and SLEP Phase A/B/C analyses, for the purpose of extending the design life. This requirement is in direct support of Structural Life Management Program (SLMP/SLAP/SLEP) efforts and tasking includes analyses and modifications to structural components including bulkheads, formers, longerons, webs, wing spars, ribs, and skins.

3.2.1.4 The Contractor shall conduct Finite Element Modeling and analysis using the following Government provided software: McNeal-Schwendler Corporation (MSC) Nastran, MSC Patran, Siemens NX with Advanced Mechanical, Unigraphics Mechanical Simulation (including NX Nastran), and Mechanica or StressCheck. Model types shall include linear and non-linear geometry, non-linear material, with dynamic and static analyses, as required. The Contractor shall use Computer Graphics Structural Analysis (CGSA) or latest OEM SLAP FEM for data extraction, as required. The Contractor shall use freebody loads from the full aircraft model to detailed models. Analysis results shall be compared to fatigue test results and findings from current or previous teardown efforts or fleet data if available.

The Contractor shall conduct fatigue and fracture analysis using the Government-provided OEM SLAPWorks Software Suite in support of SLEP. The SLAPWorks Software Suite is used for Life Spectrum Generation and Life Analysis, and is comprised of:

- (1) SLAP Phase 2 spectrum generation software (SLAPGen) and supporting databases
- (2) SLAP Phase 2 database assembly software (FEMGen) and supporting databases
- (3) Crack initiation and growth analysis software (LifeWorks) and supporting material databases

Guidance on Contractor use of the SLAPWorks Software Suite, including certification requirements will be provided to the Contractor by the SLAP Team during status meetings or North Island Task Priority Matrix.

3.2.1.5 The Contractor shall use fatigue and stress analysis methods approved for the F/A-18 in the design of repairs for metallic and composite structures.

3.2.2 SLEP NRE STRUCTURAL DESIGN AND MODELING. The following subparagraphs define the Contractor's

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responsibilities and provide a detailed description of tasking. This tasking is sustaining support of the F/A-18 SLMP/SLEP.

**Indicator:** For each SLEP NRE Structural Design and Modeling evolution, the Contractor shall prepare a Technical Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process recommendations.

**Acceptance Criteria:** The designs shall comply with the Global Engineering Drawing Requirements Manual listed in paragraph 2.0. The Contractor shall perform demonstration engineering verification tasks on designated CAD software, specified during design meetings. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.2.2.1 The Contractor shall be experienced in and shall utilize the following Government-provided software platforms when required, including Unigraphics NX7, Unigraphics Mechanical Simulation Tools, Unigraphics Graphical Interactive Programming (GRIP), Pro/Engineer & Pro/Mechanica Wildfire, Anvil 5000, Anvil 5000 GRAPL programming, Computer Aided Three-dimensional Interactive Application (CATIA) V5, Solid Edge V15, AutoCAD Inventor Suite 2010, KeyCreator, Implementation of the Item Manager (IMAN) Product Data Manager (PDM), FORTRAN 77/90/95, Automate Program Tool/Computer numerically Controlled (APT/ CNC) programming, Assembly Language Programming, Hyper Text Markup Language (HTML).

3.2.2.2 The Contractor shall provide design, drafting, modeling and manufacturing to support airframe life assessment, airframe repair development, and full life modifications in support of the SLMP/SLAP/SLEP efforts. This tasking includes modeling of structural components including bulkheads, longerons, webs, wingspars, ribs, and skin for structural strength analysis applications used to determine aircraft service life and maintenance intervals. The Contractor shall ensure continuous integration with strength analysts during repair design and modifications efforts.

3.2.2.3 The Contractor shall generate drawings or update OEM drawings for structural part and configuration definition in support of ECP NRE, material and kit purchases, while complying with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0, policy documents, and work instructions. Supplemental or further constraining criteria may be provided by the Government once damage assessment is completed.

3.2.2.4 The Contractor shall design, draft, and model aircraft parts for manufacturing support and development of inspection bulletins and airframe changes.

3.2.2.5 The Contractor shall design, draft and model repair parts for manufacturing and analyses in support of In-Service Repair (ISR) efforts and Naval Air Systems Command (NAVAIR) Planned Maintenance Interval-1 (PMI-1) and Planned Maintenance Interval-2 (PMI-2) lines.

3.2.3 CRITICAL STRUCTURES SYSTEMS ENGINEERING. The following subparagraphs define the Contractor's responsibilities and provide a detailed description of tasking. This tasking is continuous in support of the F/A-18 SLMP/SLAP/SLEP.

**Indicator:** For each structural engineering effort, the Contractor shall prepare a detailed Technical Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process

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recommendations.

**Acceptance Criteria:** Verifications and Validations (VAL/VER) shall be demonstrated on Navy aircraft, systems, subsystems, components, tooling, or in assigned System Test Facilities. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.2.3.1 The Contractor shall participate in a comprehensive Teardown and Inspection program for F/A-18 fleet aircraft fuselage, inner wings, outer wings, and vertical tails. This program executes Teardown and Inspection activities that are on both legacy F/A-18 A-D and F/A-18E/F Super Hornet aircraft. The goal of additional Teardown effort is to assess the extent and severity of damage resulting from operational fatigue, the environment, maintenance, repair actions, and manufacturing defects. The Contractor shall obtain, review, and evaluate maintenance and repair records, plus correlate existing fatigue analysis and test data to article configuration. The Contractor shall obtain, review, and evaluate fatigue-tracking data and obtain historical tracking records/data for the major components. The Contractor shall assist in evaluation and database documentation of aircraft disassembled components for a detailed forward fuselage disassembly, center fuselage disassembly, aft fuselage disassembly, V-Tail disassembly, and wing disassembly.

3.2.3.2 The Contractor shall provide technical support to retrofit aircraft with full life cycle modifications to the hot spot areas/aircraft structures resulting from SLAP Phase 1 (Ground Phase), SLAP Phase 2 (Flight Phase), and SLEP Phase A/B/C analyses, for the purpose of extending the design life. This support shall include ECP development, safety of flight analysis and fail-safe assessments, structural re-lifing using both the "Safe Life" and "Total Life" approaches, Fatigue Use Index development, structural retrofit certification package development, technical directive development, tooling design, and validation/verification efforts.

3.2.3.3 The Contractor shall support production retrofit of F/A-18 aircraft with ECP and Airframe Change (AFC) modifications during the execution of the sustaining engineering support cycles. The Contractor shall provide sustaining support necessary for production changes including preparing or updating technical directives, tooling usage instructions and installation instructions.

3.2.4 IN-SERVICE REPAIR AND DAMAGE EVALUATION STRUCTURAL ANALYSES. The Contractor shall generate detailed analyses of the repairs, including a listing of the applicable design drawings, reports and references, and applicable loads by researching available Finite Element Analysis (FEA) data, structural test results, and other structural data, which may include contacting the original manufacturer's engineering department. To support the analysis, a FEA with required level of detail of the repair shall be performed using the on-site FEA analysis codes. The use of fatigue and stress analysis methods for the design of metallic structure repairs shall be approved by the Government Structures Team Leader or designee. Repair design analysis requests from the Design Engineering Group, describing each problem, will be provided by the Government's Structures Technical Lead or designee to the Contractor for evaluation and analysis via e-mail or hard copy. The completed analysis documentation shall be prepared and delivered to the Government Strength Project Leader for acceptance via email in MS Office compatible digital format or Adobe PDF format, demonstrating that the repair meets ultimate strength and fatigue life requirements or make suggestions for improvements to the repair design which will satisfy those requirements. Working copies of all models and results files, used in support of the analysis, shall be delivered with the analysis documentation. The Contractor shall review and evaluate proposed designs and repairs, and supporting strength analyses, provided by the original manufacturer for technical adequacy. The Contractor shall determine the extent of their compliance with the above specifications and contract requirements. The results of this analysis shall be documented for each review in an engineering evaluation, providing concurrence with or recommendations for the analyses and drawings, and suggesting corrective actions to be taken by the OEM.

**Indicator:** For each in-service repair and analysis event, the Contractor shall prepare a detailed Systems Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process

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recommendations.

**Acceptance Criteria:** The research and analyses shall include timing estimates, technical feasibility, risks, and documentation standardization recommendations. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.2.4.1 The Contractor shall be experienced in and shall utilize the following Government provided analysis software: MSC Patran Analysis Software, MSC Nastran Analysis Software, Parametric Technology Mechanica Analysis Software, Siemens NX 6 or 7 Modeling Design Software. Acceptable alternative to MSC Patran and NASTRAN are Siemens Advance Simulation and NX Nastran.

3.2.5 STRUCTURES ENGINEERING PRODUCTION LIAISON. The Contractor shall provide repair design investigative services to the F/A-18 FST. Material properties used for repair design shall be per DOT/FAA/AR-MMPDS-04 listed in paragraph 2.0, and drawings shall conform to the requirements of Engineering Drawing Practices and the Global Engineering Documents listed in paragraph 2.0. Request for Engineering Information-Temporary Engineering Instruction (REI-TEI) forms from the production shops describing each problem, shall be submitted to the Contractor via NAVAIR NI's CMPro system for investigation and analysis. The Contractor shall use fatigue and stress analysis methods, as outlined and approved by the Government Strength Project Leader, for the F/A-18 in the design of repairs for metallic structures.

**Indicator:** For each structural engineering production liaison effort, the Contractor shall prepare a detailed Technical Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process recommendations.

**Acceptance Criteria:** The research and analyses shall include timing estimates, technical feasibility, risks, and documentation standardization recommendations. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.2.5.1 The Contractor shall document repair designs or material removal limits for damaged structures or structural deficiencies (cracks, corrosion, and thermal damage). The Contractor shall provide a definition of the problem and access to all applicable technical data concerning the REI-TEI. The Contractor shall respond through the CMPro system detailing steps required to resolve the problem suitable for use by production personnel; such as legible sketches with necessary descriptive verbiage and engineering drawing references on or attached to the REI-TEI.

3.2.5.2 For each repair design, the Contractor shall perform a preliminary strength and fatigue analysis and deliver to the Government Strength Project Leader by Outlook Email, MS Office digital format, Adobe PDF format, or hardcopy. The Contractor shall perform a FEA to support an analysis of the repair using the on-site FEA codes. The analysis shall demonstrate that the repair meets the criteria specified in the instructions for Fixed-wing Aircraft Structural Life Limits and the Procedures for Submitting Flight Loads, Launch, and Landing Data for the Structural Appraisal of Fatigue Effects Program listed in paragraph 2.0.

3.2.5.3 The Contractor shall use the following Government provided software for modeling: Unigraphics NX7.

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3.2.6 ADVANCED COMPOSITE DESIGN AND ANALYSIS. The Contractor shall perform the following tasks in the repair of damaged composite structures.

**Indicator:** For each composite research, design and analysis event, the Contractor shall prepare a detailed Analysis Documentation Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process, design, and repair recommendations.

**Acceptance Criteria:** The research, design, and analyses shall include detailed process repair procedures, technical feasibility, risks, advanced methods development, detailed analyses, and any other recommendations to support the structural design. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.2.6.1 The Contractor shall generate detailed analyses of the repairs, including a listing of the applicable design drawings, reports and references, and applicable loads by researching available FEA data, structural test results, and other structural data, which may include contacting the original manufacturer's engineering department.

3.2.6.2 To support the analysis, the Contractor shall perform detailed Bonded Joint Analysis Methodology (BJAM) using MIL-HDBK-17 listed in paragraph 2.0. The Contractor shall use fatigue and stress analysis methods approved by the Structures and Composites Section Head or designee for the design of repairs for composite structures. The Contractor shall have a working knowledge in the design of the F/A-18 aircraft, the composites materials systems, the approved analysis and design methodologies, the use of and development of material allowables, and material substantiation procedures.

3.2.6.3 The Contractor shall prepare and maintain in the Government project team's reference file archives, a stress and fatigue analysis report/data package per engineering task or disposition. Each repair requires substantiating analyses and documentation that demonstrates the repair meets ultimate strength and fatigue life requirements, or provides suggestions for improvements to the repair design which will satisfy those requirements.

3.2.6.4 The Contractor shall draw from his/her prior advance composite design and analysis experience to assist the Government Advanced Composites Section Head in mentoring new, incoming, apprentice level engineers in the design, analysis and repair of damaged F/A-18 Advanced Composites components.

3.2.6.5 The Contractor shall provide senior engineering expertise in the following aircraft production industry functions: sub assembly, assembly, machine shop, sheet metal shop, composites manufacturing shop, tooling manufacture, working of tooling, production line manufacturing, fastener application and installation, flight line testing, systems testing, liaison engineering between design and strength analysis engineering and production shops, design, analysis of repairs to advanced composite components, mentoring engineering repair, design, methods, and principles, on the F/A-18.

3.2.7 CRITICAL STRUCTURES PROGRAM/PROJECT MANAGEMENT. The following subparagraphs define the Contractor's responsibilities and provide a detailed description of tasking. This tasking is continuous in support of the Critical Structures Project.

**Indicator:** For each program/project management event, the Contractor shall prepare a detailed Program Status Report, including peripheral technical and program/project documents, highlighting results and providing specific narrative process recommendations.

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**Acceptance Criteria:** The research and analyses shall include timing estimates, feasibility, risks, and documentation standardization recommendations. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.2.7.1 The Contractor shall develop, maintain, and update database tools necessary to track and define work status and products both completed and in progress.

3.2.7.2 The Contractor shall provide primary interface with OEMs for shared database applications. The Contractor shall serve as the technical point of contact in the use of the web version of the Boeing Teardown Database in support of North Island teardown and related parts inspection activities connected with the Navy's SLMP/SLAP/SLEP Teardown projects. Access to Boeing Teardown Database shall be obtained by the Contractor.

3.2.7.3 The Contractor shall develop and maintain project plans, staffing plans, and related planning documents, in support of SLMP/SLAP/SLEP tasking..

### 3.2.8 F/A-18 AIR VEHICLE ENGINEERING RESEARCH, DEVELOPMENT, TEST AND EVALUATION (RDT&E) COMPUTER LAB INFORMATION TECHNOLOGY (IT) OVERSIGHT

The Contractor shall perform the following business sensitive tasks in the management, maintenance and repair of the RDT&E Structural-Mechanical Engineering Analysis Laboratory, IT hardware, software, network and domain.

**Indicator:** For each monthly Air Vehicle Engineering IT RDT&E Computer Lab effort: the Contractor shall prepare a detailed Program Status Report that includes technical and program/project documents, highlighting actions and results with specific narrative process recommendations.

**Acceptance Criteria:** The research and analyses shall include the following: 1) Status: Quantify IT infrastructure (network, hardware, and software) performance objectives met. 2) Risks: Overall assessment to sustain a secure and viable RDT&E Engineering Lab. 3) Feasibility & Recommendations: Improving performance, reducing down time and costs, and hardening RDT&E IT environment. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.2.8.1 Hardware support: The Contractor shall perform hardware maintenance and repairs for all RDT&E Structural-Mechanical Structural Analysis Laboratory workstations, servers, printers, plotters, scanners, routers, network connections and peripherals. This support includes performing needed configuration changes, physical repairs as needed and coordination with applicable vendors for replacement parts.

3.2.8.2 Software support: The Contractor shall maintain DON-NAVAIR Chief of Information Officer (CIO) and Functional Area Manager (FAM) approved Government and Commercial-Off-The-Shelf (COTS) operating system and application software inventory. The Contractor will troubleshoot software issues with servers, workstations, any type of "help desk" issues relative to the RDT&E Structures-Mechanical Analysis Laboratory software and any software installations.

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3.2.8.3 Network administration: The Contractor shall comply with NAVAIR CIO network security directives, including compliance with Department of Defense (DOD) Information Assurance Vulnerability Alerts (IAVAs). The Contractor shall perform Operating System (OS) security patches, domain account administration, and any type of “help desk” types of issues relative to the RDT&E Structures-Mechanical Analysis Laboratory domains.

3.2.8.4 NMCI: The Contractor shall provide complimentary assistance for all F/A-18 ISSC North Island Engineering Staff for NMCI related issues. The Contractor shall direct assistance for managers or users to coordinate with the NMCI help desk, preparation and coordination of Move Add Changes (MACS) for approved submitters and acquisition of NMCI contract items. The Contractor shall coordinate NMCI related issues for engineering with the IT Department and the local NI NMCI site staff.

3.2.8.5 The Contractor shall represent Air Vehicle Engineering concerns at weekly NMCI meetings. The Contractor shall facilitate RDT&E Virtual Systems Command (VSYSKOM) efforts and NAVAIR CIO requests and directives including preparation and support of Department of Defense Information Assurance and Accreditation Process (DIACAP) recertification process with associated network diagrams, charts, network scans and certification.

3.2.8.6 Data support: The Contractor shall be responsible for daily backups of the RDT&E Structural-Mechanical Analysis Laboratory file server, license and domain servers and to maintain the availability of network shares. The Contractor shall maintain, manage, and troubleshoot Structural 3D Computer Aided Design (CAD) and FEA engineering licenses, data control and database availability. The Contractor shall archive scanned engineering and analysis data.

### 3.3 MAINTENANCE READINESS TEAM (MRT)

3.3.1 INTEGRATED MAINTENANCE CONCEPT (IMC) ON-SITE ENGINEERING. The Contractor shall be the local on-site representative for the F/A-18 FST responsible for providing engineering dispositions in support of the IMC production line. The Contractor shall assist the on-site Government Aircraft Examiner and Evaluator to determine if subject aircraft damage can be deferred or must be repaired. The Contractor shall use guidance provided in F/A-18 Integrated Maintenance Concept (IMC) Engineering Handbook listed in paragraph 2.0 and consultations with F/A-18 FST engineering to develop required disposition. The Contractor shall log in all damage and corresponding dispositions. The Contractor shall have the IMC site manager prioritize the workload so that production delays due to engineering are minimized. The Contractor shall keep the F/A-18 FST apprised of workload and any impending engineering caused production delays. The Contractor shall ensure that all damage deferrals are properly documented and accounted for in the subject aircraft logbook prior to log sell of an aircraft.

**Indicator:** For each IMC engineering event, the Contractor shall prepare a detailed Technical Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process recommendations.

**Acceptance Criteria:** The research and analyses shall include timing estimates, technical feasibility, risks, and documentation standardization recommendations. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.3.1.1 The Contractor shall provide analyses, repair designs, and conduct review of repair designs. The Contractor shall use fatigue and stress analysis methods approved for the F/A-18 in the design of repairs for metallic and composite structures. The Contractor shall enter each analysis, review, and repair into the CMPro and Rapid, Reply, and Request

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(3R) for sites with access to the database or provide within 10 working days the completed analysis, review, or repair design to the MRT for entry into the database. The Contractor shall liaison with NAVAIR, original manufacturers, and other Navy facilities to obtain or present information and comments on structural problems, structural test programs, and investigations. The completed repair design shall include dimensioned sketches, engineering drawing references, material callouts, and installation instructions suitable for production shop use such as legible sketches with necessary descriptive verbiage and engineering drawing references.

3.3.1.2 The Contractor shall generate a detailed analysis of the repair, including a listing of the applicable design drawings, reports and references, and applicable loads by researching available FEA data, structural test results, and other structural data, which may include contacting the original manufacturer's engineering department. The Contractor shall conduct a detailed FEA of the repair using the on-site Government FEA codes when required to support the analysis. The Contractor shall return to the F/A-18 FST stress and fatigue analysis reports for each repair, demonstrating that the repair meets ultimate strength and fatigue life requirements or suggest improvements to the repair design that will satisfy those requirements.

3.3.1.3 The Contractor shall review and evaluate proposed repairs and supporting strength analyses data provided by the original manufacturer, for technical adequacy and determine the extent of their compliance with specifications, contract requirements, and the North Island Drawing Requirements Manual listed in paragraph 2.0. The Contractor shall document each review in an engineering evaluation report, providing concurrence with or recommendations for the analyses and drawings, and suggest corrective actions to be taken by the manufacturer.

3.3.1.4 The Contractor shall collect failure data from depot, test and operational environments for the F/A-18 Preventative Maintenance (PM)/IMC Program. The Contractor shall utilize the data to assist in optimizing the required maintenance tasks per the Guidelines for the Naval Aviation RCM Process, NAVAIR 00-250-403 listed in paragraph 2.0. This includes conducting Reliability Centered Maintenance (RCM) analysis on current preventative maintenance tasks, as well as failure modes identified that may lead to a PM task. The Contractor shall utilize the Integrated Reliability-Centered Maintenance System (IRCMS) database to document failure modes, data analysis, and PM recommendations. The Contractor shall monitor and conduct aircraft maintenance inspections, document findings and results.

### 3.4 AVIONICS AND ELECTRICAL SYSTEMS

3.4.1 F/A-18 AVIONICS AND ELECTRICAL SYSTEMS. The Contractor shall support the F/A-18 FST, Avionics and Electrical Team. The Contractor shall provide support to this team by developing engineering and Technical Directive (TD) change documentation (Avionics Changes, Bulletins and ECPs); creating TD instructions to implement the proposed changes or upgrades to all of the avionic and electrical systems installed on F/A-18A-F and EA-18G aircraft and other systems, as specified by the TOM North Island Priority Matrix. Included in the engineering change documentation are technical illustrations and work package instructions for technical manuals and/or fleet documentation.

**Indicator:** For each avionics and electrical system engineering evolution, the Contractor shall prepare a Technical Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process recommendations.

**Acceptance Criteria:** The designs shall comply with the Drawing Requirements Manual and the Global Engineering Drawing Requirements Manual listed in paragraph 2.0. The Contractor shall perform demonstration engineering verification tasks on designated CAD software, as the individually assigned Government tasks may dictate. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria,

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3.4.1.1 The Contractor shall manage parts obsolescence of the avionics and electrical systems supported by F/A-18 FST.2. Managing parts obsolescence shall include maintaining a database, and developing and executing risk mitigation plans.

3.4.1.2 The Contractor shall provide training to F/A-18 FST engineering personnel, utilizing training aids, training video tapes, Computer Based Training (CBT) courseware and/or reference materials for the avionics and electrical systems supported by F/A-18 FST.2.

3.4.2 AVIONICS AND ELECTRICAL SYSTEMS IN SERVICE ENGINEERING. The Contractor shall provide technical and in-service engineering (ISE) support to the F/A-18 FST.2 Avionics and Electrical Team. The ISE support will cover the entire Avionics suite and associated weapon systems interface for all F/A-18 aircraft models and lots.

3.4.2.1 The Contractor shall track all configuration differences within each Avionics system, including on-going and upcoming upgrades, and between different lots of the F/A-18 United States Navy/United States Marine Corps and Foreign Military Sales (FMS) aircraft.

3.4.2.2 The Contractor shall provide technical and configuration support of the entire System Configuration Set (SCS)/Operational Flight Program (OFP) releases and fleet introduction process. This includes providing technical support in planning and coordination of each SCS release including review of Fleet Release messages and technical directives for technical accuracy, hardware interdependencies, loading methods and Support Equipment (SE)/Test Program Set (TPS) impacts for both domestic and each FMS customer.

3.4.2.3 The Contractor shall provide engineering support service for SE and associated TPS's used at the Intermediate level and any related vertical testability issues.

3.4.2.4 The Contractor shall generate signed ECPs and TDs ensuring compliance with the NAVAIR ECP/Tech directive system including NAVAIR directives, rules and processes for F/A-18 configuration control. These guidelines shall be used in addition to the International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0.

3.4.2.5 The Contractor shall ensure that ECPs, TDs, and manual change releases (MCRs) are fully compatible with the F/A-18 Organizational and Intermediate maintenance and support processes.

3.4.2.6 The Contractor shall prepare draft routing and transmittal narratives for consideration by Navy and Marine leadership and user activities including NAVAIR Headquarters and related field activities.

3.4.2.7 The Contractor shall provide support using the F/A-18 Avionics Interchangeability Matrix (AIM) and the F/A-18 Armament Weapon System Interchangeability Matrix (AWSIM) in resolving configuration issues between different F/A-18 lots and avionics systems.

3.4.3 AVIONICS AND ELECTRICAL SYSTEMS DESIGN CHANGE SUPPORT. The Contractor shall provide technical services to the F/A-18 Avionics FST through research, development, and delivery of assigned F/A-18 failure analysis point/white papers, publication changes, data analysis, and technical directives (avionics bulletins, avionics changes, airframe bulletins and other TDs). Deliveries shall be made via e-mail.

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3.4.3.1 The Contractor shall provide drawing and technical consulting to the F/A-18 Avionics FST.

3.4.3.1.1 The Contractor shall create drawings, sketches, illustrations, and provide technical consulting services for incorporation of Government provided designs and “red lines” on existing installation drawings for Wire Harness Assemblies, Wiring Diagrams, Peripheral Structural modification drawings, Peripheral mechanical subsystems, and Avionics Systems Integration.

3.4.3.1.2 The Contractor shall be responsible for incorporating all Government provided changes to all engineering drawings, including performance of preliminary quality checks, in accordance with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0. Supplemental or further constraining criteria may be provided by the Government once damage assessment is completed. The Contractor shall support all drafting tasks at the Contractor facility.

3.4.3.1.3 The Contractor shall create/modify all drawings using the Government provided AutoCAD software suites. The Contractor shall make all deliveries per individual drawing instructions, as noted by Government Project User, via e-mail. Preliminary deliveries shall include two paper media copies. Final deliveries shall be in Tagged Image File Format (TIFF), or an alternate available format specified by the Project User. (CDRL A005)

3.4.3.2.1 The Contractor shall provide electrical engineering, technical and logistic support, and program management services to the F/A-18 avionics and electrical team for the development, incorporation and support of ISE and FRCSW tasks.

3.4.3.2.2 The Contractor shall conduct investigations; perform failure analysis and other related tasks associated with the F/A-18 Avionics components and electrical systems.

3.4.3.2.3 The Contractor shall track drawings, review and consolidate data packages, develop manufacturing and installation drawing packages, incorporate drawing “red line” changes and submit, coordinate or otherwise track these various data with other Contractors, F/A-18 FST.2 and F/A-18 FST engineering personnel.

3.4.3.2.4 The Contractor shall provide technical assistance and coordination of design change requirements during all engineering development processes.

### 3.5 MECHANICAL SUBSYSTEMS F/A-18 FST.4

3.5.1 F/A-18 MECHANICAL SUBSYSTEMS. The Contractor shall support the F/A-18 FST.4 Mechanical Subsystems Team. F/A-18 FST.4 is a multi disciplined organization drawing resource. It is subdivided into five projects which are primarily commodity based and are: Flight Control & Hydraulic Systems Project F/A-18 FST.4.1, Landing, Arresting & Catapult Systems Project F/A-18 FST.4.2, Crew & Thermal Management Systems Project F/A-18 FST.4.3, Fuel & Secondary Power Systems Project F/A-18 FST.4.4, and Mechanical Subsystems SLAP/SLEP Project F/A-18 FST.4.5. The following details the type of support required by all projects unless specifically identified.

**Indicator:** For each mechanical subsystem engineering evolution, the Contractor shall prepare a Technical Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process recommendations.

**Acceptance Criteria:** The designs shall comply with the Global Engineering Documents listed in paragraph 2.0. The

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Contractor shall perform demonstration engineering verification tasks on the designated Government provided CAD software, as the individually assigned Government tasks may dictate. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.5.1.1 The Contractor shall provide technical and ISE support to F/A-18 FST.4 as specified by the North Island Priority Matrix. The ISE support will cover the entire suite of systems and subsystems including the interfaces for the F/A-18A-F and EA-18G aircraft. This support includes all configuration differences within each system including on-going and upcoming upgrades plus any differences between designated aircraft lots, models, or configurations.

3.5.1.2 The Contractor shall provide support by: conducting investigations, performing failure analysis associated with the systems, subsystems and components.

3.5.1.2.1 The Contractor shall generate detailed analyses of repairs, including a listing of the applicable design drawings, reports and references, and applicable loads by researching available FEA data, test results, and other structural data, which may include contacting the original manufacturer's engineering department.

3.5.1.2.2 To support the analysis, the Contractor shall perform a detailed analysis using the software utilized by the Mechanical Subsystems Team. The Contractor shall use fatigue and stress analysis methods approved by the Team Leader, Project Leader or designee. The Contractor shall have a working knowledge in the design of the F/A-18 aircraft, the mechanical subsystems, the approved analysis and design methodologies, the use of and development of material allowables, and material substantiation procedures,

3.5.1.2.3 The following software is used by the Mechanical Subsystems Team and shall be used by Contractor personnel. The software will be Government provided.

- Mathworks Matlab with Toolboxes
- Mathworks Simulink with Blocksets
- Fluent
- Solidworks Premium
- Solidworks Simulation Premium
- NASGRO
- Unigraphics NX 6
- SolidEdge
- MSC Nastran
- MSC Patran
- MSC MD Nastran

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- MSC Adams
- MSC MD Adams
- Weibull

3.5.1.2.4 Repair design analysis requests from the Mechanical Subsystems Team describing each problem will be provided by the Government Mechanical Subsystems Technical Lead or designee to the Contractor for evaluation and analysis via e-mail or hardcopy as specified by cognizant FST Lead. The completed analysis documentation shall be prepared and delivered in the agreed upon format to the Government Project Leader for acceptance via email in MS Office compatible digital format, Adobe Acrobat format or hardcopy for each repair, demonstrating that the repair meets required strength and fatigue life requirements when applicable or make suggestions for improvements to the repair design which will satisfy those requirements. The Contractor shall review and evaluate proposed designs and repairs, and supporting strength analyses provided by the original manufacturer for technical adequacy. The Contractor shall determine the extent of their compliance with the above specifications and contract requirements. The results of this analysis shall be documented for each review in an engineering evaluation, providing concurrence with or recommendations for the analyses and drawings, and suggesting corrective actions to be taken by the OEM.

3.5.1.3. The Contractor shall provide support by: developing engineering inspection and TD change documentation (Airframe and Avionics Bulletins, Airframe and Avionics Changes, and ECPs); creating TD instructions to implement the proposed inspections and changes or upgrades to mechanical systems installed on F/A-18A-F and EA-18G aircraft. Included in the engineering change documentation shall be technical illustrations and work package instructions for technical manuals and/or fleet documentation.

3.5.1.3.1 The Contractor shall provide support by developing drawings, sketches and illustrations.

3.5.1.3.1.1 The Contractor shall create drawings, sketches, illustrations, and provide technical consulting services for incorporation of Government provided designs and “red lines” on: existing manufacturing, installation and system drawings, technical manuals, technical directives or other engineering provided products.

3.5.1.3.1.2 The Contractor shall be responsible for incorporating all Government provided changes to all engineering drawings, including performance of preliminary quality checks, in accordance with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0. Supplemental or further constraining criteria may be provided by the Government. The Contractor shall support all drafting tasks at the Contractor facility.

3.5.1.3.1.3 The Contractor shall create/modify all drawings using AutoCAD software. The Contractor shall make all deliveries per individual drawing instructions, as noted by Project User, via e-mail. Preliminary deliveries shall include two paper media copies. Final deliveries shall be in Tagged Image File Format (TIFF) formats.

3.5.1.4 The Contractor shall generate a signed drawing, ensuring compliance with the governing drawing manual and supplemental guidance, including NAVAIR directives, rules and processes for F/A-18 configuration control. These guidelines shall be used in addition to International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0.

3.5.1.5 The Contractor shall ensure that ECP, TD, and MCR drawing packages are fully compatible with the F/A-18 organizational and intermediate support processes.

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3.5.1.6 The Contractor shall prepare draft routing and transmittal narratives for consideration by the Navy and Marine leadership and user activities, including NAVAIR Headquarters and related field activities.

3.5.1.7 The Contractor shall interface with Fleet Support Team, Fleet Readiness Center and other Contractor personnel to ensure the timely and efficient completion of assigned tasks.

### 3.5.2 FLIGHT CONTROL AND HYDRAULIC SYSTEMS PROJECT F/A-18 FST.4

3.5.2.1 The Contractor shall provide support by: the development and maintenance of the flight control training slides and other materials . The material shall be compatible with software available on NMCI machines unless otherwise requested by the F/A-18 FST in writing. The materials may include slides, animations, hand-outs, and other course materials as required. The material shall be reviewed by the F/A-18 FST for accuracy.

### 3.6 OTHER ENGINEERING AND LOGISTICS

3.6.1 PRODUCT ENTERPRISE TEAM (PET). The Contractor shall participate as members of the PET in developing a strategy for measuring productivity and performance, including recommended improvements for possible implementation by the F/A-18 FST. The Contractor shall assess, collate and integrate data from existing F/A-18 FST data sources to support evaluation of these metrics. The Contractor shall prepare resource, product and schedule statistics for Program Sponsor or other NAVAIR data calls. As new or revised tools become available, the Contractor shall provide support in analyzing them and mapping existing plans to them.

**Indicator:** For each PET event, the Contractor shall prepare a detailed Technical Analysis Report, including peripheral engineering and technical documents, highlighting results and providing specific narrative process recommendations.

**Acceptance Criteria:** The research and analyses shall include timing estimates, technical feasibility, risks, and documentation standardization recommendations. All documents and efforts must comply with International Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, AS9100 listed in paragraph 2.0 and meet Export Compliance and International Traffic in Arms Regulations (ITAR) mandates (if determined to be applicable).

**Method of Surveillance:** Ongoing Government review of support and performance for adherence to acceptance criteria.

3.6.1.1 The Contractor shall mine and analyze available web-based data from Naval Aviation Logistics Command Information System (NALCOMIS), Material and Maintenance Management (3M), Logistics Management Decision Support System (LMDSS), Naval Aviation Logistics Data Analysis (NALDA), and Decision Knowledge Programming for Logistics Analysis and Technical Evaluation (DECKPLATE), then document and make recommendations related to issues being investigated.

3.6.1.2 The Contractor shall conduct research of existing systems, subsystems, and documents to determine aircraft, system and component characteristics for Government selected initiatives. The Contractor shall document research results and recommendations to support FST decision-making processes.

3.6.1.3 The Contractor shall provide support on fleet readiness issues by developing and improving predictive metrics in conjunction with tracking initiative effectiveness.

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3.6.2 F/A-18 FST STATISTICAL AND DATA ANALYSES. The Contractor shall perform statistical analysis and data mining to support F/A-18 FST Reliability Centered Maintenance (RCM), Product Enterprise Team (PET), Cost Wise Readiness Integrated Improvement Process (CWRIIP), and sub team leads data needs. The Contractor shall assess, collate, analyze and integrate data from existing FST data sources. The Contractor shall prepare resource, product and schedule statistics for Program Sponsor, F/A-18 FST, or other NAVAIR data calls.

3.6.2.1 The Contractor shall mine and analyze available data, document and make recommendations related to issues being investigated. Conduct research of existing system, subsystem, and documents to determine aircraft, system and component characteristics for Government selected initiatives. The Contractor shall document research results and recommendations to support FST decision-making processes.

3.6.2.2 The Contractor shall provide support for Fleet readiness issues by developing and improving upon predictive metrics in conjunction with tracking initiative effectiveness.

3.6.2.3 The Contractor shall utilize statistical analysis and shall extract data from the Naval Aviation Logistics Command Information System (NALCOMIS), Material and Maintenance Management (3M), Logistics Management Decision Support System (LMDSS), Naval Aviation Logistics Data Analysis (NALDA), and Decision Knowledge Programming for Logistics Analysis and Technical Evaluation (DECKPLATE), then document and make recommendations related to issues being investigated.

### 3.6.3 F/A-18 AUTOMATED MAINTENANCE ENVIRONMENT SUBJECT MATTER EXPERT

3.6.3.1 The Contractor shall act as the on-site technical representative to assist the Government Navy Technical Representative of the F/A-18 FST coordinating the installation of the existing Ship Change Documents (SCD) aboard fleet aircraft carriers. The SCD work must be performed in accordance with governing directives, during pier-side availabilities or approved ship windows of opportunity. The Contractor shall update appropriate on-line data records in the Program Executive Office (PEO) Command, Control, Communications, Computers and Intelligence (C4I) website for Ship's Change Requests and the Naval Sea Systems Command (NAVSEA) Navy Data Environment (NDE) system, including Fielding Plans, Cost Benefit Analysis, Asset Management Project (AMPS) risk forms, and completion records. The Contractor shall coordinate all installation efforts with the F/A-18 FST at FRCSW, Space and Naval Warfare Systems Command, (SPAWAR) Alteration Installation Teams, Carrier Air Wing, Aircraft Intermediate Maintenance Department (AIMD) Officer, IT force, shipyard, NAVAIR Carrier Planning Activities, and the Naval Network Warfare Command (NETWARCOM). This coordination is required to support the installation and its suitability for the F/A-18 Automated Maintenance Environment (AME). The Contractor shall be required to travel to shipyard installations and program related meetings with the appropriate security clearances and Common Access Cards. The Contractor requires experience or knowledge of general shipboard procedures and practices. The Contractor shall have the capability to review and verify Ship Installation Drawings (SIDs) for submission to ship planning yards for approval and draft Naval Messages for the FST relating to "Late Adds" and "Target Completion Date (TCD) Offers". The Contractor shall provide ship installation briefings, and Plan of Action and Milestones, as well as obtain cost estimates from SPAWAR for ship checks and installations.

3.6.3.2 The Contractor shall update applicable documents, and maintain appropriate documentary communication with entities involved in NAVSEA's SHIPMAIN process.

### 3.6.4 F/A-18 PROGRAM SUPPORT

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3.6.4.1 The Contractor shall provide strategic and business planning data programming assistance for the F/A-18 FST's Management Tools. These efforts include basic recurring analyses and reports (Monthly Financial Status Report), overall accounting of funding obligations and expenditures, indexed by Military Interdepartmental Purchase request (MIPR), Work Request (WX), Work Order (WR) and Project Order (PX) funding documents received for all F/A-18 FST task efforts. The Contractor shall recommend improvements to the databases and when specified by the TOM or North Island Priority Matrix) make those improvements.

3.6.4.2 The Contractor shall provide strategic and business planning data programming assistance in support of the F/A-18 FST's various existing workload tracking databases. These efforts include basic recurring analyses and reports of task assignment, status, overall priority, and Competency Aligned Organization (CAO) assignments. The Contractor shall recommend improvements to the databases specified in the North Island Priority Matrix and make those improvements upon Government approval.

3.6.4.3 The Contractor shall provide F/A-18 FST Subject Matter Expert support of assigned systems and subsystems to meet emergent workload assignments for short duration tasks.

3.6.4.3.1 The Contractor shall provide fleet assistance, conduct investigations, and perform failure analysis and other related tasks associated with the components and systems.

3.6.4.3.2 The Contractor shall track drawings, review and consolidate data packages, develop manufacturing and installation drawing packages, incorporate drawing "red line" changes and submit to, coordinate or otherwise track these various data with other Contractor and F/A-18 FST Engineering personnel.

3.6.4.3.3 The Contractor shall assist in coordination of design change requirements during all engineering development processes for the F/A-18 FST.

#### 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, CDRL A003. The contractor shall develop and deliver the estimate of total expenses (labor hours and dollar costs) monthly.

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4.1.4 Funds Status Report, CDRL A004. 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 Task Order Cost Summary Report, CDRL A005. The contractor shall prepare and submit a Task Order Cost Summary Report concurrently with each voucher/invoice submitted.

4.1.6 Contract Data Product Summary, CDRL A006. 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 A007. 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 A008. 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 A009. The contractor shall prepare and submit a monthly Personnel Security Report that shall contain the clearance level of all employees.

4.1.10 Operation Security Program (OPSEC). An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL **A00B**. Contractor personnel will be subject to a government security investigation and must 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).

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,

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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).

### Acronym List

3D Three Dimensional

3M Material and Maintenance Management

AFC Airframe Change

AIT Automatic Information Technology

AME Automated Maintenance Environment (AME)

ANSI/NISO American National Standard Institute/National Standard

Information Organization

APT/CNC Automate Program Tool/Computer Numerically Controlled

BJAM Bonded Joint Analysis Methodology

CAD Computer Aided Design

CAE Computer Aided Engineering

CAO Competency Aligned Organization

CATIA Computer Aided Three-dimensional Interactive Application

CBR+ Center Barrel Plus Retrofit

CDR Critical Design Review

CGSA Computer Graphics Structural Analysis

CSS Contractor Support Services

CWRIIP Cost Wise Readiness Integrated Improvement Process

COMSEC Communication Security

COTS Commercial Off The Shelf (Software)

CPU Central Processor Unit

CSS Contractor Support Services

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DECKPLATE Decision Knowledge Programming for Logistics Analysis and

Technical Evaluation

DOD Department of Defense

ECP Engineering Change Proposal

FEA Finite Element Analysis

FEM Finite Element Models

FIPS Federal Information Process Standards

FLEXLM Flex License Manager

FMS Foreign Military Sales

FORTTRAN FORMula TRANslator

FRC Fleet Readiness Center

FRCSE Fleet Readiness Center South East

FRCSW Fleet Readiness Center South West

FST Fleet Support Team

GRAPL Group Agent Programming Language

GRIP Graphical Interactive Programming

HTML Hyper Text Markup Language

IAVA Information Assurance Vulnerability Alert

IMAN PDM Implementation of the Information Manager

IMC Integrated Maintenance Concept

ISNS Integrated Ship's Network System

ISE In-Service Engineering

ISR In-Service Repair

ISSC In-Service Support Center

IT Information Technology

JTR Joint Travel Regulations

LMDSS Logistics Management Decision Support System

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MAC McDonnell Aircraft Corporation

MACS Move, Add or Changes

MDC McDonnell Douglas Corporation

MSC McNeal Schwendler Corporation

NAC National Agency Check

NAVAIR NI Naval Air Systems Command, North Island

NALCOMIS Naval Aviation Logistics Command Information System

NALDA Naval Aviation Logistics Data Analysis

NAMP Naval Aviation Maintenance Program

NDE Navy Data Environment

NMCI Navy Marine Corp Intranet

NRE Non-Recurring Engineering

OEM Original Equipment Manufacturer

OS Operating System

PDM Product Data management

PDR Preliminary Design Review

PEDD Portable Electronic Display Devices

PET Product Enterprise Team

PMI Planned Maintenance Interval

RDT&E Research, Development, Test and Evaluation

RCM Reliability Centered Maintenance

SCD Ship Change Document

SID Ship Installation Drawings

ShipMain Program Shipboard Maintenance Program

SLAP Structural Life Assessment Program

SLEP Structural Life Extension Program

SLMP Structural Life Management Program

SSAA System Security Authorization Agreement

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TAD Task Accountability Database

TCM Technical Coordination Meeting

TD Technical Directive

TMD Task Management Database

TOM Task Order Manager

TWP Team Work Planning

WBS Work Breakdown Structure

WHA Wire Harness Assembly

#### **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.

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## 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 4001, 4002, 4003, 4004, and 7001 - Packaging and marking are not applicable to these items.

Items 6001, 6002, 6003, 6004, and 9001 - Packaging and marking shall be in accordance with best commercial practice.

Items 4011, 4012, 4013, 4014, and 7011 - 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)**

\_\_\_\_\_

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**(Name of Requiring Activity)**

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**(City and State)**

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

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## 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 4001, 4002, 4003, 4004, and 7001 - 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 J5, Quality Assurance Surveillance Plan (QASP).

Items 6001, 6002, 6003, 6004, and 9001 - Packaging and marking shall be in accordance with best commercial practice.

Items 4011, 4012, 4013, 4014, and 7011 - 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
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government
4014	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
6004	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7011	Destination	Government	Destination	Government
9001	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.

(b) Name: **Ted Guinto**  
Activity: **F/A-18 FST**

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Address: **North Island**  
**Building: 378-2 Floor: 2**  
**San Diego, CA 92135-7035**

Phone: **619-767-7091**

Email: **ted.guinto@navy.mil**

(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.

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## 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>
4001	03/1/2011 - 02/29/2012
6001	03/1/2011 - 02/29/2012

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

#### Services

4002	03/1/2012 - 02/28/2013
4003	03/1/2013 - 02/28/2014
4004	03/1/2014 - 02/28/2015
7001	03/1/2015 - 02/29/2016

#### ODCs

6002	03/1/2012 - 02/28/2013
6003	03/1/2013 - 02/28/2014
6004	03/1/2014 - 02/28/2015
9001	03/1/2015 - 02/29/2016

Services to be performed hereunder will be provided at the F/A-18 FST facilities, bldg 378-2, North Island, San Diego Ca.

### **5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, 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

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cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code: 254200D

(2) ACO, Code: S0514A

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Address: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1<sup>st</sup> submittal to:

**Ted Guinto, Code 4.1.1.1.0,**  
**[ted.guinto@navy.mil](mailto:ted.guinto@navy.mil), (619) 767-7091**

**Alberto Del Mar, Code 4.3.3.1.0**  
**[albert.delmar@navy.mil](mailto:albert.delmar@navy.mil), 619-545-3678**

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## 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: **Ted Guinto**  
Code: **4.1.1.1.0**  
Activity: **F/A-18 FST**  
Address: **North Island**  
**Building: 378-2 Floor: 2**  
**San Diego, CA 92135-7035**  
Phone: **619-767-7091**  
Email: **ted.guinto@navy.mil**

(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

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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 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	_____ <u>See Section F</u>

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DCAA Auditor DODAAC \_\_\_\_\_

LPO DODAAC \_\_\_\_\_

Inspection Location \_\_\_\_\_

See Section E

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:**

[David.Belasco@navy.mil](mailto:David.Belasco@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

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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:

ESTIMATED ITEM(s)

CLIN 4001

ALLOTTED TO COST: \$ 2,604,502.32

ALLOTTED TO FEE: \$ 205,755.68

PERIOD OF PERFORMANCE: 03/01/2011 - 02/29/2012

CLIN 4002

ALLOTTED TO COST \$ \_\_\_\_\_

ALLOTTED TO FEE \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 03/01/2012 - 02/28/2013

CLIN 4003

ALLOTTED TO COST \$ \_\_\_\_\_

ALLOTTED TO FEE \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 03/01/2013 - 02/28/2014

CLIN 4004

ALLOTTED TO COST \$ \_\_\_\_\_

ALLOTTED TO FEE \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 03/01/2014 - 02/28/2015

CLIN 7001

ALLOTTED TO COST \$ \_\_\_\_\_

ALLOTTED TO FEE \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 03/01/2015 - 02/29/2016

CLIN 6001 (ODC)

ALLOTTED TO COST: \$ 80,000.00

PERIOD OF PERFORMANCE 03/01/2011 - 02/29/2012

CLIN 6002 (ODC)

ALLOTTED TO COST: \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 03/01/2012 - 02/28/2013

CLIN 6003 (ODC)

ALLOTTED TO COST: \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 03/01/2013 - 02/28/2014

CLIN 6004 (ODC)

ALLOTTED TO COST: \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 03/01/2014 - 02/28/2015

CLIN 9001 (ODC)

ALLOTTED TO COST: \$ \_\_\_\_\_

PERIOD OF PERFORMANCE 03/01/2015 - 02/29/2016

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(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 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 390,000 hours for the entire work effort. The following details funding to date:

Total Contract CPFF: \$ 45,508,771.05  
Funds this Action: \$ 2,890,258.00  
Previous Funding: \$ 0.00  
Funds Available: \$ 2,890,258.00  
Balance Unfunded: \$ 42,618,513.05

### 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  
-----  
400101 130019454200001 1588496.00  
LLA :  
AA 1711506 Y5C8 251 00019 0 050120 2D 000000 A00000678167

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400102 130019454400001 1217762.00  
LLA :  
AB 1711506 Y5C8 251 00019 0 050120 2D 000000 A00000678267

400103 130013955500002 4000.00  
LLA :  
AC 97X4930 NA2B 000 77777 0 065888 2F 8E0022 E2V53F441110

600101 130019454200002 40000.00  
LLA :  
AA 1711506 Y5C8 251 00019 0 050120 2D 000000 A00000678167

600102 130019454400002 40000.00  
LLA :  
AD 1711506 Y5C8 251 00019 0 050120 2D 000000 A10000678267

BASE Funding 2890258.00  
Cumulative Funding 2890258.00

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## 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).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and

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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))

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[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

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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

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practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday 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 **390,000** 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 **1500** 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

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to the expiration of the term. This order shall specify the acceleration required and the resulting revised 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:

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$$

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.

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(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)**

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel

Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

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

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

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

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

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

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(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 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**

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(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".

**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/Task Order Manager (COR/TOM). 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 TOM 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 TOM'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.

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## 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;

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

(iii) The amount of financing payments that have been paid by cash, check, or other 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

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proposal.

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

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

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

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, 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.

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

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

### **52.216-8 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

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

#### **52.217-9 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.

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(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 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

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produced or purchased under the contract, based upon the share of costs incurred by each.

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

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

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

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or 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

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others to do so.

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through

(b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

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

(f) of this clause; or

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

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

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

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

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

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

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

\*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

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

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government 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:

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## SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees,

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royalties, or similar charges, for rights in technical data to be delivered under this contract when—

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) "Developed" means that—

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

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

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

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

(ii) Under fixed-price contracts, when total costs are greater than the 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

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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 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—

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

(B) Such contractors or subcontractors are subject to the use and 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

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disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

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

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

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

or

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

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

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made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

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

Signature \_\_\_\_\_

(End of identification and assertion)

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

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government

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purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the 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

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

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer 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.

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

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

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

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

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

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

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

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

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

(k) *Applicability to subcontractors or suppliers.*

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

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

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

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(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.

#### **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 the **FRCSW North Island, San Diego, 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.

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## SECTION J LIST OF ATTACHMENTS

A1 (Exhibit A) Contract Data Requirement List (CDRL) DD Form 1423

A2 DD 254

A3 Quality Assurance Plan (QASP)

A4 SAAR Form