

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-05-D-4407	2. DELIVERY ORDER NO. GM0104	3. EFFECTIVE DATE ORIG 09/21/2006 MOD 02/14/2007	4. PURCHASE REQUEST NO. N68936-07-MR-57171
-------------------------------------	---------------------------------	--	---

5. ISSUED BY NAVAIR Weapons Division China Lake Gary Trimble 210000D 429 E Bowen Road - Stop 4015 China Lake, CA 93555-6108 gary.trimble@navy.mil 760-939-5595 Ext.	CODE N68936	6. ADMINISTERED BY DCMA HUNTSVILLE BIRMINGHAM OPERATIONS GROUP BURGER PHILLIPS CENTER, 1910 THIRD AVE., NORTH, SUITE 201 BIRMINGHAM, AL 35203-3502	CODE S0101A
--	----------------	---	----------------

7. CONTRACTOR Joint Technology Engineering Inc. 1114 John Sims Pkwy, #143 Niceville, FL 32578-2204	CODE 3HC38	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	CODE HQ0338
------------------------------	--	----------------

13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
-------------------	---	---	---

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.

Joint Technology Engineering Inc.

Paul R. LaRoux,  
President

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA  
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
--------------	-----------------------------------	--------------------------------	----------	----------------	------------

See the Following Pages

*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.	21. UNITED STATES OF AMERICA By: Diane Foucher	02/14/2007	22. TOTAL \$2,417,438.00
		CONTRACTING/ORDERING OFFICER	

SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

The purpose of this modification is to adjust the delivery schedule for CLIN 2002 under the changes clause, FAR 52.243-1, as a result of government directed changes to the schedule of this deliverable. Accordingly, said Task Order is modified as follows:

1. The delivery date for CLIN 2002 has been changed from 7 March 2007 to 30 May 2007.
2. A portion of paragraph 3.8 of the SOW has been changed from:

"All anomaly reports to be considered for Project Completion will be delivered to the contractor within 60 calendar days for the H-1 UPC and within 30 days for SCS 4.0 AWE from completion FQT."

TO

"All anomaly reports to be considered for Project Completion will be delivered to the contractor within 60 calendar days for the H-1 UPC and within 120 days for SCS 4.0 AWE from completion FQT."

A conformed copy of this Task Order is attached to this modification for information purposes only.

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$0.00 from \$2417438.00 to \$2417438.00.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES				
2001	Cobra Dos UPC (RDT&E)	1.0 Lot	\$2,179,891.00	\$2,179,891.00
200101	PR 001018966300001			
200102	PR 0010189663-0001 00003			
2002	SCS 4.0 AWE (RDT&E)	1.0 Lot	\$237,547.00	\$237,547.00
200201	PR 001018966300001			
200202	PR 001017874900001			
200203	PR 0010164836-0001 00002			
2003	This is a not separately priced (NSP) CLIN for the H-1 Mission Planning Contract Data Requirements List (CDRLs) attachment 1. (OTHER)	1.0 Lot	\$0.00	\$0.00

See attachment 1 - Performanced Based Milestone Payments Schedule for the payment breakdown and criteria.

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK FOR H-1 MISSION PLANNING

18 December 2006

#### 1.0 BACKGROUND AND GENERAL SCOPE OF WORK

##### 1.1 BACKGROUND

The Naval Air Systems Command (NAVAIR) has tasked the Naval Air Warfare Center, Weapons Division (NAWCWD) H-1 Weapon System Support Activity (WSSA) with product development responsibilities which include H-1 Mission Planning updates and direct participation in avionics/weapons integration and testing where applicable.

Navy-Portable Flight Planning System (N-PFPS) is the currently operational H-1 Mission Planning system. N-PFPS is an integrated suite of PC-based mission planning tools using a common Windows graphical user interface (GUI). N-PFPS software uses an implementation of the client/server data model to provide a shared view of the mission route to software components. This allows the operator to perform multiple operations on the same route without re-entering data. N-PFPS also displays standard digital maps, produces user-customizable keyboard cards, provides combat mission folders, and interfaces to Digital Transfer Devices (DTD) for mission data transfer. Mission file data is transferred to the aircraft through the use of the Avionics/Weapon/Electronics (AWE) for N-PFPS. The AWE, DADMS No. 44356, is H-1 Specific Mission Planning application software that allows the aircrew to transfer from the planning environment the necessary data required by the aircraft to load and execute missions as required in training and operational environments.

A need to upgrade the current Mission Planning environment from N-PFPS to JMPS exists. This need arises from the evolution of the Analog Battlefield to a "Joint Digital Battlefield". In order to meet the needs of a Joint Battlefield, the Mission Planning applications must change. The Joint Mission Planning System (JMPS) is currently in development and is planned to replace N-PFPS as the operational mission planning system for H-1 aircraft. JMPS will provide the functionality currently provided by N-PFPS. In the JMPS environment the components that will provide functionality essentially equivalent to that provided by AWEs on N-PFPS are referred to as Unique Planning Components (UPCs). The H-1 WSSA seeks to develop a single H-1 UPC from which the user selects a System Configuration Set (SCS) to access the functionality associated with a given hardware/software configuration. This Statement of Work (SOW) defines the effort required for the sustainment, transition and development of an H-1 mission software application, which is expected to include the transition from N-PFPS to JMPS.

Specifically, the purpose of this SOW is to procure the two products outlined below.

- H-1 UPC

- o The H-1 UPC requirement is to deliver a UPC that contains the functionality of the Cobra 3 and Post Mission Tool on JMPS Version FV 1.2.4.0386. The Contractor shall prepare System Security Accreditation Agreement (SSAA) and Common Operating Environment (COE) paperwork for use by the Government in obtaining Fleet Release authorization of the UPC.

- o The Cobra 3 Functional Requirements Document (FRD) Dated 24 August 2006 and Mission Data Loader (MDL) Interface Control Document (ICD) for Cobra 3 serve as the requirements from which the software is to be developed. A top-level summary of the mission planning functionality contained in the FRD and to be delivered is provided below.

&#61607;

- SCS 4.0 AWE Software

- o The SCS 4.0 AWE software requirement shall provide a mission planning product that supports changes identified in the SCS 4.0 FRD Draft Dated 12 April 2006. The SCS4.0 AWE will be developed to operate with N-PFPS Version 3.3.1. A top-level summary of the mission planning functionality contained in the FRD and to be delivered is provided below.

&#61607; Mode S functionality

&#61607; Weapons Loading Planning (add Gun support)

&#61607; Fix five (5) existing mission planning anomalies:

- TAMMAC Load Default Change to Checked
- Cockpit Page Chart Type Change Aerochart
- Add Flare Pod (Weapons)
- AMU Ground Station Missing WCA's in the Log for the MX Tool (#27 in the PTR database)
- AMU Data (a/c 32) with error message for review in the MX Tool (#28 in the PRT database)

## 1.2 GENERAL SCOPE OF WORK

The Contractor shall perform tasks to deliver H-1 Mission Planning software updates to be installed in various H 1 platforms as part of Cobra 3 and SCS 4.0 development by the H-1 WSSA. Electronic delivery in Contractor format of all Contract Data Requirements List (CDRL) deliverables is required. The mission planning product development consists of allocating system requirements, developing the software product, testing it, and assisting in the analysis and correction of assigned anomalies found while undergoing System Integration Testing (SIT). The correction of anomalies to be incorporated will be limited to those introduced during the development, and those deemed a priority by the Government. Tasking includes support of readiness for Verification & Validation (V&V) testing, with expectation of approval to enter Operational Testing (OT) for the mission planning product as part of the larger H-1 WSSA Cobra 3 and SCS 4.0 products. The activities required to produce the mission planning updates shall include system engineering, software engineering, test engineering, documentation support, and integration support. The Contractor shall deliver documentation that thoroughly documents the system and software changes implemented by the Contractor, as well as documentation describing the test plan, test procedures, and test results.

The Contractor shall be responsible for Project Management of the tasks assigned to them. The Contractor shall regularly brief the Government of progress and shall conduct milestone reviews with the Government. The Contractor shall not proceed past major milestones until approved to do so by the Government. The H 1 Laboratory and aircraft are high value H 1 WSSA assets and will be required to support the development. Therefore, the Contractor shall coordinate laboratory and aircraft access with the Government.

## 2.0 APPLICABLE DOCUMENTS

The Contractor will be provided access to all applicable reference documents and technical source material required to perform assigned tasking.

See reference 2.2(d) for definition of all Government Points of Contact. See reference 2.2(e) relative to undefined acronyms.

The applicable version of the reference documents defined below will be maintained on the H-1 Electronic Library System (HELOS), and the Contractor shall ensure the proper version is used.

### 2.1 SPECIFICATIONS, STANDARDS, AND HANDBOOKS

- a) J-STD-016 Standard for Information Technology, Software Life Cycle Processes, Software Development
- b) IEEE/EIA 12207 Software Life Cycle Processes
- c) JMPS COE Segmentation Procedures and Compliance Evaluation
- d) System Security Authorization Agreement (SSAA) For The Joint Mission Planning System (JMPS) Framework Version 1.2.3/1.2.4

### 2.2 OTHER DOCUMENTS, DRAWINGS, AND PUBLICATIONS

- a) Subsystem Interface Control Documents (ICDs)
- b) Systems Segment Design Documents (SSDDs)
- c) Functional Requirements Document (FRD)
- d) Government Points of Contact List
- e) H 1 Acronym List
- f) Software Requirements Specifications (SRS)
- g) H-1 WSSA Team Security Processes

h) H1-0002 H-1 WSSA Product and Process Quality Assurance

(PPQA) Plan

i) H1-0005 H-1 WSSA Configuration Management Plan

j) H-1 Mission Planning Schedule

k) H-1 Integrated Avionics System Interface Design Description

### 2.3 INFORMATION ASSURANCE

All Information Assurance (IA) will be in compliance with the following;

a) DoD 5239.1--Introduction to Information Systems Security

b) DoD 5239.2--Terms, Abbreviations, and Acronyms

c) DoD 5239.3--Designated Approving Authority (DAA) Guidebook

d) CJCSI 6211.02B—Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003

e) CJCSI 6212.01C—Interoperability and Supportability of Information Technology and National Security Systems

f) CJCSI 6250.01A—Satellite communications

g) CJCSI 6215.01B—Policy for Department of Defense voice Networks

h) DoDD 8100.1—Global Information Grid (GIG) Overarching Policy

i) DoDD 8500.1—Information Assurance

j) DoDI 8510.2—Information Assurance Implementation

k) DoDI 8510.bb—DoD Information Assurance certification and Accreditation Process (DIACAP) (DRAFT)

l) DoDI 8510.1—DoD Information Technology Security Certification and Accreditation Process (DITSCAP)

m) CNO N614/HQMC C4—Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002

### 2.4 ADDITIONAL INFORMATION ASSURANCE REFERENCES

a) “Executive Order 12958, as amended, “Classified National Security Information”

b) Executive Order 12333, “United States Intelligence Activities”, 4 Dec 1981

c) Federal Information Security Management Act of 2002, Title III of E-Government Act of 2002 (PL 107-347)

d) Computer Security Act of 1987 (PL 100-235)

e) Homeland Security Presidential Directive (HSPD-7), “Critical Infrastructure Identification, Prioritization, and Protection, 17 Dec 2003

f) OMB Circular A-130, “Management of Federal Information Resources,” 28 Nov 2000

g) OMB Memo M-00-07, “Incorporating and Funding Security in Information Systems Investments,” 28 Feb 2000

h) CNSS Instruction 4009, “National Information Systems Security Glossary,” May 2003

i) CNSS Policy No. 10, “National Policy Governing Use of Approved Security Containers in Information System Security Applications” 16 Dec 2004

j) NSTISSD 500, Information Systems Security Education, Training and Awareness,” 25 Feb 1993

k) NSTISSI No.7003, Protected Distribution Systems (PDS), of 13 Dec 96

l) NSTISSAM TEMPEST/2-95, RED/BLACK Installation Guidelines, dated 12 Dec 95, with Amendment of 3 February 2000

- m) NSTISSI 4011, National Training Standard for Information Systems Security Professionals,” 20 June 1994
- n) CNSS Instruction 4012, “National IA Training Standard for Senior System Managers”, June 2004
- o) CNSS Instruction 4014, “National IA Training Standard for Information System Security Officers”, April 2004
- p) National Security Telecommunications and Information Systems Security Policy (NSTISSP) No.11, “National Policy Governing the Acquisition of IA and IA-enabled IT Products,” Jan 2000
- q) Chairman Joint Chiefs of Staff Manual (CJCSM) 6510.01, “Information Assurance (IA) and Computer Network Defense (CND)”, 25 Mar 2003
- r) CJCSI 6510.01D, “IA and CND”, 15 June 2004
- s) CJCSI 6211.02B, “Defense Information System Network (DISN): Policy Responsibilities and Processes,” 31 July 2003
- t) CJCSI 6250.01B, “Satellite Communications,” 28 May 2004
- u) CJCSI 6212.01C, “Interoperability and Supportability of Information Technology and National Security Systems,” 20 Nov 2003
- v) CJCSI 6215.01B, “Policy for Department of Defense Voice Networks”, 23 Sep 2001
- w) DoDD 3020.26, “Continuity of Operations (COOP) Policy and Planning,” 26 May 1995
- x) DoDD 4630.5, “Interoperability and Supportability of IT and NSS,” 5 May 2004
- y) DoDI 4630.8, “Procedures for Interoperability and Supportability of IT and NSS,” 30 Jun 2004
- z) DoDI 5000.2, “Operation of the Defense Acquisition System,” 12 May 2003
- aa) DoDD 8500.1, “Information Assurance”, 24 Oct 2002
- bb) DoDI 8500.2, “Information Assurance Implementation”, 6 Feb 2003
- cc) DoDI 5200.40, “DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP),” 30 Dec 1997
- dd) DoD 8510.1-M, “DITSCAP Application Manual” 31 Jul 2000
- ee) Director of Central Intelligence (DCI) Directive 6/3, “Protecting Sensitive Compartmented Information Within Information Systems,” 5 June 1999
- ff) DoDD 5200.2, “DoD Personnel Security Program,” 4 Sep 1999
- gg) DoD 5200.2-R, “DoD Personnel Security Program”, Jan 1987
- hh) DoDD 5230.20, “Visits, Assignments, and Exchanges of Foreign Nationals,” 12 Aug 1998
- ii) DoDD 5230.11, “Disclosure of Classified Military Information to Foreign Governments and International Organizations,”
- jj) DoDD O-8530.1, “Computer Network Defense (CND),” 8 Jan 2001
- kk) DoDI O-8530.2, “Support to CND,” 3 Sep 2001
- ll) DoDD 5000.1, “The Defense Acquisition System,” 12 May 2003
- mm) DoDI 5000.2, “Operation of the Defense Acquisition System,” 12 May 2003
- nn) DoDD 8570.1, “IA Training, Certification, and Workforce Management”, 15 Aug 2004
- oo) DoDI 8100.3, “DoD Voice Networks” 16 Jan 2004
- pp) DoDD 8190.3, “Smart Card Technology,” 31 Aug 2002
- qq) DoDI 8580.1, “Information Assurance (IA) in the Defense Acquisition”, 9 Jul 2004
- rr) DoDI 8520.2, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling,” 1 Apr 2004
- ss) DoDI 8551.1, “Ports, Protocols, and Services Management (PPSM),” 13 Aug 2004

- tt) DoDD 8320.2, "Data Sharing in a Net-Centric DoD," 2 Dec 2004
- uu) DoDD 8100.1, "Global Information Grid (GIG) Overarching Policy," 19 Sep 2002
- vv) DoDI 8100.2, "Use of Commercial Wireless Devices, Services, and Technologies in the DoD Global Information Grid (GIG)," 14 Apr 2004
- ww) DoDD C-5200.5, "Communications Security (COMSEC), 21 Apr 2000
- xx) DoD CIO Memorandum of 7 Nov 2000, "Policy Guidance for SECNAVINST 5239.3A, "DON Information Assurance Policy," 20 Dec 2004
- yy) SECNAVINST 5211.5D, "DON Privacy Act Program," 17 July 1992
- zz) SECNAVINST 5720.47, "DON Policy for Content of Publicly Accessible WW Sites", 24 Oct 2003
- aaa) SECNAVINST 5510.30A; CH-1, "DON Personnel Security Program Regulation", 19 Jun 2000
- bbb) SECNAVINST 5510.36, "DON Information Security Program Regulation" 17 Mar 99
- ccc) DoN CIO Guidance on Information Management/IT Inherently Governmental Functions," Nov 2001
- ddd) DON IA Publication Series
- eee) OPNAVINST 5239.1B, "Navy IA Program", 9 Nov 1999
- fff) OPNAVINST C5510.93F/MCO C5510.19 Navy Marine Corps Implementation of National Policy on the Control of Compromising Emanations, 10 January 2002
- ggg) OPNAVINST 2201.2, "Navy and Marine Corps Computer Network Incident Response," 3 Mar 1988
- hhh) OPNAVINST 2201.3; CH-1, "COMSEC Monitoring of Navy and Marine Corps Telecommunications and AISs", 27 Jan 1999
- iii) Navy-Marine Corps Unclassified Trusted Network (UTN-Protect) Policy, 4 Aug 2004"

### 3.0 REQUIREMENTS

The H-1 UPC requirement is to deliver a UPC that contains AWE functionality for the Cobra 3, and that provides stubs within the design to facilitate the future additions of AWE functionality for other H-1 variants. The H-1 UPC will provide the capability to select and use the Cobra 3 functionality from the user interface. Additionally, a Post Mission Tool. The SCS 4.0 AWE software requirement shall provide Mode S functionality, Weapons Loading Planning (add Gun support), and correct five (5) existing anomalies.

The Contractor shall deliver mission planning application for use as the H-1 UPC, containing Cobra 3 functionality. A second mission planning software product shall be produced for use as the SCS 4.0 AWE. The Contractor shall establish a software development program in support of H-1 UPC, with Cobra 3 functionality, and SCS 4.0 AWE that are consistent with contract and task order requirements. The software development program shall include the major activities and product deliveries.

The delivered software shall meet software security guidelines. This contract's deliverables will not include any software or software applications for installation or execution on the Navy/Marine Corps Intranet (NMCI) or NMCI related hardware.

### 3.1 GENERAL

3.1.1 Project Management -- The Contractor shall be responsible for Project Management of the tasks assigned to them in this PWS through final delivery. However, the Contractor shall regularly brief the Government of progress and shall conduct and participate in Project Milestone reviews with the Government. The Contractor shall not proceed past major milestones (as defined in the following Sections) until approved to do so by the Government. It is the Government's intent to provide product review and response within one week or less. The Contractor shall proactively pursue Government review and response. The Contractor shall advise the Contracting Officer and the Task Order Manager (TOM) via E-Mail if Government review and response is not occurring in a timely manner, or of any other adverse condition(s) beyond the Contractor's control affecting the Contractor's ability to complete the requirements of this task order.

3.1.2 Quality Assurance: -- The Contractor shall submit accurate, complete, and correctly formatted work for Government review and acceptance. Quality Assurance (QA) functions will be accomplished through the H

1 WSSA quality engineering process (ref. 2.2(h)) or through audits of the Navy/Contractor team performed by H 1 WSSA QA personnel.

3.1.3 Weekly Project Status Updates -- The Contractor shall participate in the weekly H 1 Product Status meetings, verbally providing Project status to the Government's TOM or his designee. During such a meeting the Contractor shall, as a minimum, discuss the following:

- a) Summarize Project status/progress.
- b) Identify any problems encountered and status of the problem.
- c) Identify any issues requiring Government intervention or support to enable the Contractor to proceed effectively.

3.1.4 Work Environment -- The tasking defined within this PWS will require the Contractor to interface with other on Site Team members (both Government and other Contractors) on a periodic basis. The tasking defined within this PWS will require the Contractor to utilize the unique H 1 laboratory facilities and aircraft at the NAWCWD, CA. Therefore, the Contractor shall coordinate with the Government relative to access to the H 1 Laboratory Facilities and H 1 aircraft.

3.1.5 Summary of Final Project Deliverables -- Specific deliverable products to complete this Project delivery are defined in Sections 3.2 – 3.10. No partial delivery is acceptable or useful to the Government. Numerous interim data products are also deliverable, as defined in Sections 3.2 3.11. In addition, the following requirements apply:

- a) Upgrade of the H 1 Weapon Systems Support Facility (WSSF) as necessary to support development of the mission planning updates (see Section 3.3).
- b) Software as defined in Section 3.8.
- c) Listing of any external packages/libraries, to include version number, that are used in the source code and whether they need a developer license.
- d) Required software security assurance documentation as defined in 3.6.13.

3.1.6 Required Project Major Milestones -- The Contractor's Project Plan shall include, as a minimum the following Project Major Milestones. The Contractor shall not proceed past these Major Milestones until approved to do so by the Government's TOM via an E-Mail message.

- a) Plan of Action & Milestones -- Develop a detailed Plan of Action & Milestones (POA&M) for the Project. (see Section 3.2)
- b) Preliminary Design Review (PDR) -- Develop and deliver a preliminary design. (see Section 3.4)
- c) Critical Design Review (CDR) -- Develop and deliver a detailed design for H-1 UPC and SCS 4.0 AWE. (see Section 3.5)
- d) Software Development and Test -- Implement the design for H-1 UPC and SCS 4.0 AWE and test it prior to delivery. (see Section 3.6)
- e) System Integration and Test -- Support H-1 UPC and SCS 4.0 AWE as they undergo system integration test. (see Section 3.7)
- f) Deliver a finalized documentation package. (see Sections 3.4 and 3.5)
- g) Project Completion -- Navy acceptance of the mission planning product for Fleet Release. (see Section 3.8)

3.1.7 Risk Reporting -- The Contractor shall provide risk data for H-1 UPC and SCS 4.0 AWE. The data shall be entered into the on line "Risk Radar" database, which the Government will maintain. This data must be submitted not less than monthly.

3.1.8 Anomaly Reporting -- The Contractor shall use the H-1 on-line database to document anomalies discovered during testing. The System Review Board process (ref. 2.2(d)) shall be used for disposition of all anomalies. The Contractor shall trace the resolution or disposition of all discovered anomalies in the database.

3.1.9 Impact Assessment / Notification -- The Contractor shall be observant of any technical or programmatic impact that may affect the Program and shall verbally advise the TOM of their observation

within 2 working days of discovery. The Contractor shall document their observation and submit recommended resolution in a Technical Paper (CDRL A001).

3.1.10 Configuration Management -- The Contractor shall provide effective configuration management of software versions, source code and documentation.

3.1.11 Information Assurance -- It is incumbent upon the Contractor to meet the intent of applicable Information Assurance requirements. See paragraphs 2.3 and 2.4 above. It is expected that the contractor will apply industry best practices to ensure the software being developed adequately addresses current information assurance concerns.

3.1.12 Metrics Requirements-- The purpose of these metrics requirements is to provide the Government with clear:

- Expectations of what should happen.
- Measurements of what is happening.
- Comparisons between expectations and what is happening (or has recently occurred).
- Properly relate cost, schedule and technical accomplishment on a project.
- Identification of timely corrective actions designed to meet performance (quality), schedule, or budget objectives.
- Use valid, timely, and verifiable data.
- Supply government with information at a practical level of summarization

3.1.12.1 Schedule: A monthly status of the contract shall include updates to the schedule.

3.1.12.2 Funding: A monthly status of the contract shall include updates to the funding profile.

3.1.12.3 Staffing: Provide a projection of planned personnel resources required to execute the project, versus the actual number of hours expended on the project. A summary chart shall be provided bi-weekly using the approved labor categories.

3.1.12.4 Risk: A monthly status of the contract shall include updates to risks.

3.1.12.5 Functionality/Requirements Volatility: Supply meaningful and measurable data on the amount of functionality planned for a release, versus the actual amount of functionality being worked and/or delivered. If additional functionality requirements are added, this measure should identify the increase in planned functionality. These metrics will be supplied monthly as part of the contract status.

3.1.12.6 Requirements Traceability: Each phase shall include traceability of the required products to the products for the next phase.

3.1.12.7 Software Size: Supply a projection based on the amount of code being converted, modified, added or deleted, with the actual amount of code. This measure shall be provided upon initiation of the coding phase and supplied to the Government bi-weekly.

3.1.12.8 Defects Per Product: A comparison of expected defects per product (e.g., a design document), based on historical data, with the actual number of defects found during a review. These metrics will be supplied monthly as part of the contract status.

3.1.12.9 Defects Per Test Hour: A comparison of expected defects per hour of testing, based on historical data, with the actual number of defects per test hour. These metrics will be supplied weekly during unit and CSCI-level test phases.

3.2 PLAN OF ACTION & MILESTONES (Project Major Milestone, see Section 3.1.6(a))

The Contractor shall develop a detailed Plan of Action & Milestones (POA&M, CDRL A002) that is consistent with the Government's Project Schedule for the H-1 UPC containing Cobra 3 functionality and SCS 4.0 AWE. MS Project software shall be used (unless an alternative software is agreed upon in writing by the Government's TOM) to clearly show how the Contractor will complete the assigned Cobra Dos and SCS 4.0 requirements within their schedules. The first "draft" and "final" submittals of the POA&M (CDRL A002) will be considered the deliverables for completion of this Project Major Milestone. The Government's TOM will notify the Contractor of Milestone completion via an E-Mail to the Contractor's Task Lead (TL) upon receipt and acceptance of an acceptable POA&M. Thereafter, the Contractor shall update and resubmit

the POA&M monthly (CDRL A002) to reflect Project progress, status and any project schedule changes driven by the Government.

### 3.3 MISSION PLANNING UPDATES: OVERALL REQUIREMENTS

Mission Planning requirements are defined in the SCS 4.0 and Cobra 3 FRDs. Additional requirements (not Contractor responsibility) may emerge during the development, which shall require Contractor interface support. The total scope of the Contractor's tasking may include multiple software builds, as defined in the 3.2 POA&M, to implement all requirements.

### 3.4 SOFTWARE DESIGN -- PRELIMINARY DESIGN REVIEW (PDR) (Project Major Milestone, see Section 3.1.6(b).)

The Government-developed FRD for Cobra 3 and SCS 4.0 (ref. 2.2(c)) defines the system requirements. The Government will provide the Contractor copies of the FRD each time an updated version is released.

The Contractor shall develop preliminary software design approaches for the H-1 UPC and SCS 4.0 AWE products that satisfy the requirements defined in the FRD (ref. 2.2(c)) for Cobra 3 and SCS 4.0. The Contractor shall apply references 2.1(a), 2.1(b), 2.2(a), 2.2(b), 2.2(f), 2.2(h), 2.2(i), 2.2(j) & 2.2(k).

A satisfactory PDR (as identified in the PDR meeting minutes) defines completion of this Major Milestone (for each build).

3.4.1 Software Test Plans (STP) -- The Contractor shall develop and deliver an STP (CDRL A006) for the H-1 UPC and SCS 4.0 AWE products prior to the PDR for the respective build.

3.4.2 Software Test Descriptions (STD) -- The Contractor shall develop and deliver an STD (CDRL A007) for the H-1 UPC and SCS 4.0 AWE products, for each build (as applicable), prior to the PDR for the respective build.

3.4.3 Preliminary Design Presentation Package -- The Contractor shall document the results of the preliminary design in a Preliminary Design Presentation Package (CDRL A005) for presentation at the PDR. This task shall be accomplished for the H-1 UPC and SCS 4.0 AWE products.

### 3.5 SOFTWARE DESIGN -- CRITICAL DESIGN REVIEW (CDR) (Project Major Milestone, see section 3.1.6(c).)

The Government-developed FRDs for Cobra 3 and SCS 4.0 defines the system requirements for the H-1 UPC and SCS 4.0 AWE products. The Government will provide the Contractor copies of the FRD each time an updated version is released.

The Contractor shall apply the preliminary design approaches approved in the PDR (see Section 3.4) to develop detailed design approaches. The Contractor shall apply references 2.1(a), 2.1(b), 2.2(a), 2.2(b), 2.2(f), 2.2(h), 2.2(i), 2.2(j) & 2.2(k).

Software Design, Reviews, and CDRL items in the section for the SCS4.0 project will encompass only the changes made to H-1 Upgrades AWE Prototype 1.3 baseline.

A satisfactory CDR (as identified in the CDR meeting minutes) defines completion of this Major Milestone.

3.5.1 Software Requirements Specification (SRS) -- The Contractor shall develop and deliver the SRS (CDRL A003) prior to the CDR to include the Contractor's proposed design for the H-1 UPC and SCS 4.0 AWE products.

3.5.2 Software Test Plans (STP) -- The Contractor shall update (if required) the STP (CDRL A006) for the H-1 UPC and SCS 4.0 AWE products, for each build (as applicable), prior to the CDR for the respective build.

3.5.3 Software Design Document (SDD) -- The Contractor shall develop and deliver the SDD (CDRL A003) for the H-1 UPC and SCS 4.0 AWE products, for each build (as applicable), prior to the CDR for the respective build.

3.5.4 Software Test Procedures -- The Contractor shall develop and deliver Software Test Procedures (CDRL A008) for the H-1 UPC and SCS 4.0 AWE products, for each build (as applicable), prior to the CDR for the respective build.

3.5.5 System Acceptance Test Plan -- The Contractor shall develop and deliver a draft System Acceptance

Test Plan (CDRL A009) prior to the final CDR.

3.5.6 Critical Design Presentation Package -- The Contractor shall document the results of the detailed design in a Critical Design Presentation Package (CDRL A005). This task shall be accomplished for the H-1 UPC and SCS 4.0 AWE products.

The Contractor shall identify any deficiencies and address assigned action items contained in the CDR meeting minutes.

3.6 SOFTWARE DEVELOPMENT AND TEST (Project Major Milestone, see section 3.1.6(e))

The Contractor shall apply the software design(s) approved in the CDR (see Section 3.5) to develop software products for the H-1 UPC and SCS 4.0 AWE products. The Contractor shall perform software testing and provide results at the prior to release of the software to the Government for the respective build. The Contractor shall apply references 2.1(a), 2.1(b), 2.2(a), 2.2(b), 2.2(f), 2.2(h), 2.2(i), 2.2(j) & 2.2(k).

Items in the section for the SCS 4.0 project will encompass only the changes made to H-1 Upgrades AWE Prototype 1.3 baseline.

A satisfactory BRR (as identified in the BRR meeting minutes) defines completion of this Major Milestone (for each build).

3.6.1 Software Anomaly Tracking and Resolution -- The Contractor shall use the H-1 on-line database to document anomalies discovered during testing. The Contractor shall trace the resolution or disposition of all discovered anomalies in the database.

3.6.2 Software Test Plans (STP) -- The Contractor shall develop and deliver final STPs (CDRL A006) for the H-1 UPC and SCS 4.0 AWE products, prior to the BRR for the respective build.

3.6.3 Software Test Descriptions (STD) -- The Contractor shall develop and deliver final STDs (CDRL A007) the H-1 UPC and SCS 4.0 AWE products, for each build (as applicable), prior to the BRR for the respective build.

3.6.4 Software Test Procedures -- The Contractor shall develop and deliver final Software Test Procedures (CDRL A008) the H-1 UPC and SCS 4.0 AWE products, for each build (as applicable), prior to the BRR for the respective build.

3.6.5 System Acceptance Test Plan -- The Contractor shall develop and deliver an updated (if needed) System Acceptance Test Plan (CDRL A009) prior to the final BRR.

3.6.8 Software Requirements Specification (SRS) updates -- The Contractor shall update the SRS (if required) (CDRL A003) prior to the BRR to include the Contractor's implemented design the H-1 UPC and SCS 4.0 AWE products.

3.6.9 Software Version Description (SVD) -- The Contractor shall develop and deliver a SVD (CDRL A00E) prior to the BRR to include the Contractor's implemented design for the H-1 UPC and SCS 4.0 AWE products.

3.6.10 Software Product Specification (SPS) -- The Contractor shall develop and deliver a SPS (CDRL A00A) prior to the BRR to include the following:

- a) Software Version Description
- b) Requirements Traceability Matrix
- c) User Manuals
- d) Release Notes
- e) Engineering environment used to develop, compile and use delivered software

3.6.11 Build Readiness Presentation Package -- The Contractor shall document the results of software development and testing in a Build Readiness Presentation Package (CDRL A005) for presentation at the BRR. This task shall be accomplished for the H-1 UPC and SCS 4.0 AWE products.

The Contractor shall identify any deficiencies and address assigned action items contained in the BRR meeting minutes.

3.6.12 Software Test Report -- The Contractor shall develop and deliver a Software Test Report (CDRL

A00B) after the BRR that describes the findings of the Contractor's software testing for the H-1 UPC and SCS 4.0 AWE products.

3.6.13 Software Security Assessment -- The Contractor shall develop and deliver a self-assessment of the security of the developed software prior to the BRR.

a) The Contractor shall develop a SSAA using the guidelines contained in SSAA For The JMPS FW Version 1.2.3/1.2.4. (CDRL XX)

b) The Contractor shall assess the software's COE compliance using the JMPS COE Compliance Evaluation Checklist (ref. 2.1(c)) Attachment 4. The developer shall deliver the completed checklist to the H-1 WSSA. (CDRL XX)

### 3.7 SYSTEM TEST AND INTEGRATION SUPPORT

The H 1 WSSA is responsible for producing a high quality H-1 UPC containing Cobra 3 functionality and SCS 4.0 AWE. To ensure the best possible product for the end user, extensive simulation, ground, and flight testing must be completed prior to delivery of the product to the Fleet. While the Government will control this phase of the development, the Contractor's technical expertise will be vital to support all of the testing phases and the analysis and correction of anomalies discovered during testing.

The Contractor shall support system integration and test tasks described below and shall deliver the products specified in the related CDRLs. The Contractor shall prepare inputs for the test-related documents listed below and provide them to the Government for review. Tasks shall be completed in accordance with the Mission Planning Project Schedule (ref. 2.2(j)) for H-1 UPC and SCS 4.0. Support for testing described in this section shall not exceed 60 calendar days for the H-1 UPC and within 30 days for SCS 4.0 AWE from completion of Functional Qualification Testing (FQT).

Prior to formal system integration testing of H-1 UPC and SCS 4.0 AWE, the Contractor shall be available to support the Government in performing Ready For Flight (RFF) testing in the AH 1 laboratory. The Contractor shall be notified of the request via E-mail from the TOM. RFF testing exercises the software and hardware through simulation to determine whether the system is sufficiently mature for system integration activities. During system integration the Government shall integrate the H-1 UPC and SCS 4.0 AWE products and test with other subsystems. The Contractor shall be available to support the system integration testing conducted by the H-1 WSSA. The testing is expected to involve laboratory, aircraft ground, or aircraft flight testing.

Non local, domestic, travel may be required to attend program technical meetings and to support test activities, not to exceed four (4) trips for two persons and each trip not to exceed 7 calendar days . (See Sections 3.7.1 3.7.3).

3.7.1 Laboratory and Ground Testing -- The Contractor shall observe or participate in (if requested by the Government via E-Mail) execution of the Integration/Validation laboratory and aircraft ground tests. As the developer, the Contractor team has the expertise required to assist in evaluating requirements satisfaction and evaluating the root cause for unexpected test results. Requests for Contractor support of Laboratory and Ground Testing will be provided via E-Mail to the TL as defined in section 3.9

3.7.2 Aircraft Test Support -- The Contractor shall be available to observe, or participate in execution of the Integration/Validation laboratory and aircraft ground and flight tests. As the developer, the Contractor team has the expertise required to assist in evaluating requirements satisfaction, and evaluating the root cause for unexpected test results. Requests for Contractor support for Aircraft Test Support will be provided via E-Mail to the TL.

3.7.3 Anomaly Correction -- The Contractor shall observe or participate in System Review Board (SRB) meetings to provide input, analysis and recommendations on resolving identified anomalies. As the developer, the Contractor team has the expertise required to assist in evaluating requirements satisfaction and evaluating the root cause for unexpected test results.

If a high priority anomaly is encountered during V&V testing, the Government will notify the Contractor via the SRB process and request the item be corrected and delivered in an additional software build.

### 3.8 PROJECT COMPLETION (Project Major Milestone, see Section 3.1.6(g))

Final Project completion is defined as the successful delivery of the requirements software products without any Priority 1 or Priority 2 anomalies in Contractor-developed software for H-1 UPC containing Cobra 3

functionality and SCS 4.0 AWE. All anomaly reports to be considered for Project Completion will be delivered to the contractor within 60 calendar days for the H-1 UPC and within 120 days for SCS 4.0 AWE from completion FQT. The Government TOM will notify the Contractor's TL of this event via an E-Mail.

### 3.9 MEETINGS

The Contractor shall participate in meetings and travel as necessary to accomplish the development of assigned responsibilities (see Sections 3.2 3.8).

### 3.10 MONTHLY PROGRESS/STATUS REPORTS

The Contractor shall deliver a Monthly Status Report (CDRL A00C) no later than 9 working days after the close of the monthly accounting period. The Report shall include a summary of work performed to develop the mission planning updates, CDRLs delivered, problems encountered, problems solved, trips made, current schedules, and cost information. Cost information shall include monthly and cumulative funds/hours expended and a trend analysis graph depicting actual and planned expenditures.

### 3.11 PRODUCT DELIVERY

After completion of Functional Qualification Testing (FQT), Government Acceptance Testing shall be performed.

### 3.12 SHARED SECURITY RESPONSIBILITIES

All source code, media and documentation packages shall be considered Government property and shall be delivered prior to or with H-1 UPC and SCS 4.0 AWE project completion.

### 4.0 SECURITY

No security classification is required.

## SECTION D PACKAGING AND MARKING

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

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

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

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

## SECTION E INSPECTION AND ACCEPTANCE

### E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.

## SECTION F DELIVERIES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

Delivery for the contract CLINS is as follows:

CLIN 2001 is estimated to be 14 July 2008

CLIN 2002 is estimated to be 7 March 2007.

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
200101	001018966300001	2061930.00
LLA :		
AA 1761319 J5VX 255 00019 0 050119 2D 000000 PMA281PFA200		
200201	0010189663	39827.00
LLA :		
AA 1761319 J5VX 255 00019 0 050119 2D 000000 PMA281PFA200		
200202	001017874900001	66720.00
LLA :		
AB 1761319 45VX 252 00019 0 050119 2D 000000 PMA209CA1AC0		
200203	001016483600002	131000.00
LLA :		
AC 97X4930 NH2C 252 77777 0 054219 2F 000000 010735120090		
MOD 3		
200102	0010189663-0001	117961.00
LLA :		
AD 1751506 U5B1 252 00019 0 050119 2D 000000 PMA276B04D10		

TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005)

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

Name: Kim Schwalb

Code: 41140HD

E-mail: kim.schwalb@navy.mil

Mailing Address: COMMANDER

Code 4114HD (K. SCHWALB - 760-939-4835)

NAVAIR WD

507 E. CORSAIR ST. STOP 2012

CHINA LAKE, CA 93555-6110

Telephone: 760-939-4835

Commercial: Same

DSN: 437-4835

(b) The TOM is responsible for those specific functions assigned in the Task Order Manager appointment letter.

(c) Only the Task Order Contracting 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 Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

-

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

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

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

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:

<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

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

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

WAWF Invoice Type: Access the following web site for information on invoice types: [http://www.wawftraining.com/courses/\\_content\\_package/content\\_files/menuTree.html](http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html) Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N68936

Admin Office DODAAC: See block 6 of Task Order front page.

Inspector DODAAC (if applicable): N68936

Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (for Final Cost Voucher) (if applicable): N68936

Acceptor DODAAC (if applicable): Enter Acceptor DODAAC \*\*Organization that Government Acceptor Works for

Local Processing Office : N/A Leave Blank

DCAA Office DODAAC (Cost Voucher Approver – if applicable): Enter DCAA Office DODAAC

Paying Office DODAAC: See Block 12 of Task Order front page.

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

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

Name	Email	Phone	Role
Kim Schwalb	kim.schwalb@navy.mil	760-939-4835	TOM
Gary Trimble	gary.trimble@navy.mil	760-939-5595	Contract Specialist

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

-  
POST AWARD CONFERENCE

A post award conference will be held as specified in the basic contract. The Government will notify the contractor of the time and location after the award of the task order.

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

-  
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

-  
5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (OCT 2005)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL:
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of COR.
- (5) The specific direction provided to the contractor.

(c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes to such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When in the opinion of the contractor a technical direction calls for effort outside the contract statement of work, the contractor shall notify the Contracting Officer thereof in writing, with a copy to the COR, within two (2) working days of having received the technical direction in question. The contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction given is reduced in writing by the COR within two (2) working days of its issuance.

(f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by [insert the name, title and/or code of the individual authorized

to orally amend technical direction letters] in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

(h) The COR must provide a copy of the TDL to the Contracting Officer and the Administrative Contracting Officer (If contractor had on-site DCMS) within two (2) days of issuance.

(i) The COR must retain a copy for the files.

-

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

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

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

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or 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)".

## SECTION I CONTRACT CLAUSES

### 52.232-32 -- Performance-Based Payments.

#### Performance-Based Payments (Feb 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment. (see attachment 1)

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial

statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the

contract.

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

-

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

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

## SECTION J LIST OF ATTACHMENTS

Exhibit A

Attachment 1